

FACILITY EVENT (VENUE) RENTAL AGREEMENT

1. **THE PARTIES.** This Facility Event Rental Agreement ("Agreement") made on _____, 20____ by and between:

Renter: _____ with a mailing address of _____ ("Renter"), and

Landlord: _____ with a mailing address of _____ ("Landlord").

Landlord and Renter are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **VENUE.** The Renter agrees to temporarily lease, occupy, and make use of the Landlord's space located at:

- a.) Property Address: _____.
- b.) Description: _____.
- c.) Use of Venue: _____.

Hereinafter known as the "Venue."

3. **LEASE PERIOD.** The Renter shall have access to use the Venue for:

- a.) Start Date: _____, 20____
- b.) End Date: _____, 20____
- c.) Start Time: ____:____ AM PM
- d.) End Time: ____:____ AM PM

Hereinafter known as the "Lease Period."

4. **RENT.** To lease the Venue, the Renter agrees to pay: (check one)

- **A Flat Fee.** A total of \$ _____.
- **Hourly Fee.** \$ _____ per hour.
- **Other:** _____.

Hereinafter known as the "Rent."

5. **DEPOSIT.** The Landlord requires: (check one)

- **NO Deposit.**
- **Deposit.** \$ _____ refundable non-refundable payment is required at the execution of this Agreement ("Deposit").

6. **OVERTIME.** If, for any reason, the Renter overstays the Lease Period, the Landlord shall: (check one)

- **NOT Charge Overtime.** No fees will be charged to the Renter.
- **Charge Overtime.** A fee equal to \$_____ per hour shall be charged to the Renter for their excessive use.

7. **PAYMENT.** The Renter shall be required to pay the Rent upon: (check one)

- **Receipt of Invoice.** The Renter has ____ days to pay upon receipt.
- **Specific Date.** By _____, 20____.
- **Other:** _____.

8. **METHODS OF PAYMENT.** The Landlord's acceptable methods of payment are as follows: (check all that apply)

- **Cash**
- **Check**
- **Credit Card**
- **Venmo**
- **Other:** _____.

9. **CHANGES.** Changes to this Agreement by the Renter: (check one)

- **CANNOT be Made.** Unless the Landlord grants written consent, no changes can be made to this Agreement.
- **Can be Made.** A change or cancellation of this Agreement is allowed no sooner than ____ days prior to the Lease Period ("Grace Period"). No change or cancellation will be honored if it falls after the aforementioned Grace Period.

10. **LATE FEES.** If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will be: (check one)

- **NO Late Fee.** There shall be no late fee due by the Renter.
- **A Late Fee.** The Renter will be charged: (check one)
 - **A Flat Fee.** The flat fee is equal to \$_____ for each day payment is late.
 - **Based on Interest.** Interest at a rate of ____% per annum, compounding monthly, will be charged on the outstanding balance for each month or part thereof that the payment is late.

11. AMENITIES. In addition to delivering the Venue, the Landlord agrees to: (check all that apply)

- **NO Amenities.** The Landlord agrees to only provide the Venue.
 - **Provide Amenities.** In addition to the Venue, the Landlord to make the following amenities available to the Renter: (check all that apply)

- Audio/Visual Equipment.
- Bar Service.
- Catering Service.
- Changing Rooms/Dressing Rooms.
- Disability/Wheelchair Access.
- Furniture.
- Internet/Wi-Fi.
- Kitchen Facilities.
- On-Site Room & Board.
- Parking.
- Photo Booth.
- Restrooms.
- Storage Space.
- Trash/Waste Management.
- Welcome Desk/Reception.
- Other: _____.

a.) Separate Payment. The amenities shall be: (check one)

- **NOT Charged Separately (from the Rent).**
- **Charged Separately.** The amenities are separately as described: _____.

12. CLEANUP. At the end of the Lease Period, the Renter: (check one)

- **NOT Responsible for Cleanup.** The Venue shall be cleaned, after the Lease Period, by the Landlord, and the Renter is not responsible for cleanup.

- **Responsible for Cleanup.** The Renter is responsible for the cleanup of the Venue after the Lease Period. The Venue shall be given back to the Landlord in the same condition at the start of the Lease Period.

13. MAXIMUM OCCUPANCY. At the Venue, the Landlord has: (check one)

- **NO Limit on Attendees.**
- **Limit on Attendees.** There is a maximum limit of ____ attendees permitted at the Venue at any time due to fire hazard concerns. Any

violation of this section will immediately terminate this Agreement under default by the Renter.

14. INSURANCE. The Renter is: (check one)

- **NOT Required to Obtain Insurance.** The Renter is not required to obtain insurance. The Renter shall be solely responsible for any bodily injury, property damage, or any other actions that may occur at the Venue during the Lease Period.

- **Required to Obtain Insurance.** The Renter is required to obtain, at their own expense, Comprehensive General Liability Insurance Policy of not less than \$_____ coverage for bodily injury, property damage, and contractual liability in the aggregate.

- a.) Additional Insurers. The Landlord, its agents, representatives, and employees shall be named as additional insureds on this policy, and the Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage before the Lease Period begins. The policy shall provide that it cannot be canceled or materially changed without at least 5 days prior written notice to the Landlord.
- b.) Primary Insurance. The Renter's policy shall be the primary to any insurance or self-insurance maintained by the Landlord.
- c.) Failure to Obtain Insurance. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Landlord may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.

15. DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration.

In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

16. HOLD HARMLESS. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:

- a.) Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
- b.) Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
- c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

17. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

18. GOVERNING LAW. This Agreement shall be governed under the laws in the State where the Venue is located.

19. ADDITIONAL TERMS & CONDITIONS.

20. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____