

Rental Agreement

Lessee: _____ Phone(H) _____ (W) _____

Address: _____

Driver’s License #: _____ *Must be at least 25 years old to sign Rental Agreement

PLEASE READ THE TERMS AND CONDITIONS SET OUT BELOW VERY CAREFULLY. AFTER YOU HAVE READ THESE TERMS AND CONDITIONS, PLEASE ACKNOWLEDGE THE SAME BY INITIALING IN THE SPACES PROVIDED ON THE AGREEMENT.

1 _____ The undersigned hereby agree(s) that they, their licensees, invites and guests (“the Lessee”) will use the premises and the adjacent area, including but not limited to any improvements on the property as well as the parking areas known collectively as the “premises”, at their own risk and do hereby indemnify and hold harmless (“The Garner Civitan Club”) and all its members, employees, directors and officers, (the Lessor, known as Garner Civitan Club) from any and all personal and property harm and injury that might occur to said Lessee.

2 _____ Lessee assumes full responsibility for all actions by themselves, their licensees, invitees and guests and will be present during the rental period. The undersigned must personally be present at all times when there is anyone on the property.

3 _____ Lessee has been informed that the **Town Of Garner** has a noise ordinance that prevents, among other things, the amplification of music or noise. No outdoor amplifiers are permitted. Failure of Lessee to abide by the ordinance shall result in a \$500 fine payable by the Lessee to the Lessor in addition to any penalties or fines that may be levied against the Lessee by the **Town Of Garner** or any other governmental organization as a result of the violation of the noise ordinance. **Doors are to remain closed while music is being played.** No Exceptions.

4 _____ Lessee agrees to abide by and enforce all rules of the premises as posted.

5 _____ Deposit(s) shall be due upon execution of this contract as follows: A security deposit of \$ _____ which will be refunded within ten (10) business days provided the Lessee has abided by all of the rules and left the premises and grounds in acceptable condition.

6 _____ Lessee agrees that the rental period shall be from _____ to _____ on the _____ day of _____, 20 _____. Lessee does hereby agree to clean and vacate the premises at the conclusion of the rental period. Time is of the essence. In the case of a rental period that occurs on a Friday or Saturday, Lessee shall be charged a \$250 fee if the premises are not cleaned and vacated by 11:15pm. This fee will be deducted from the security deposit.

7 _____ Lessee agrees to leave the premises in a clean and orderly manner, as determined by the sole discretion of the Lessor. Do not tape, tack, stick, staple or adhere in any way, decorations, ECT, to the walls, window frames, doors or ceiling.

8 _____ Lessee agrees that the maximum number of people to attend the event during the rental period shall not exceed 180 people.

9 _____ Lessee shall not sublease or charge a fee to attend an event.

10 _____ Lessee agrees to the following rental fee of \$ _____ for the period as specified above, payable thirty (30) days in advance of rental. A \$25.00 fee will be charged on all returned checks, plus any bank fees. **Full Rental Fee Due By This Date:** _____.

11____ Lessee agrees to a rental fee in the amount of \$_____ for early setup on a Friday evening for a Saturday rental event. Early set-up on a Friday evening shall be limited from 6:00 pm to 11:00 pm. Confirmation of early setup availability will be provided two weeks prior to the scheduled rental event. This fee will be deducted from the security deposit.

12____ Lessee agrees to a reservation deposit in the amount of \$_____ which shall be forfeited if any of the rules as set out here are, (in the sole determination of the Lessor), broken. Cancellation by the Lessee within sixty (60) days of rental date will result in forfeiture of deposit.

13____ The Lessee agrees to be fully responsible for any and all matters related to the serving of alcohol that may be enforced by the proper authorities, including any permitting or licensing requirements as well as be totally responsible that the licenses, invitees and guest of the Lessee that are served alcohol is of legal drinking age (21 years of age). Lessee is prohibited from serving alcohol to intoxicated persons.

Lessor assumes no responsibility whatsoever for the serving and/or consumption of alcoholic beverages on the premises during the lease period and the Lessee agrees to indemnify and hold Lessor harmless from any and all damages and claims of whatever kind, including, but not limited to social host liability and/or shop laws that may arise there from.

14____ Lessee agrees to no glass beer bottles on property. Use of other glass items will be at the sole discretion of the Lessor.

15____ Lessee agrees that they are permitted to use the kitchen facilities and all appliances with the exception of the fryer and grill.

16____ Lessee agrees to abide by the Civitans "NO SMOKING" policy within the building. Smoking is prohibited in and around the property with the exception of the designated smoking area.

17____ Lessor may, in its sole discretion, determine it shall be necessary for the Lessee to employ police officers for the rental period. If Lessor determines that police officers are necessary, Lessee agrees to pay a charge of \$35.00 per hour, 4 hour minimum, per officer to be paid to the Lessor. Lessor will determine the number of officers needed for the lease period.

18____ There shall be absolutely no weapons of any kind allowed on the premises with the exception of authorized law enforcement officers.

19____ Lessee agrees to ensure that all licensees, invitees and their guests remain within the premises for the duration of the event. Under no circumstances will loitering be allowed in the parking area of the premises after dark. Lessee agrees that it is their responsibility to enforce this policy.

20____ Lessee is solely responsible for keeping their licensees, invitees and guest from doing damage or vandalizing the premises. Failure to enforce any rules or damage being caused to anything on the property is a breach of contract and will result in the function being cancelled and Lessee and guest will have to vacate the property immediately.

21____ Lessees agree that the Lessor may cancel this rental agreement at any time for any reason. Should the Lessor cancel this agreement, Lessees shall be entitled to a refund of any deposits paid. Under no circumstances shall the Lessor be responsible for any consequential or incidental damages of the Lessees in the event of such a cancellation.

22____ Lessee warrants that it has inspected the premises and finds them suitable for its needs and accepts them in an AS IS condition.

23____ In the event of any legal action or proceeding to enforce the terms or obligations arising out of this rental agreement or to recover damages for breach of contract the Lessor shall be entitled to recover its collection costs, including reasonable attorney fees.

24_____The parties of this rental agreement are the Lessor (Garner Civitan Club) and Lessee. This rental agreement shall not be construed to create any contractual relationship or obligation between any persons or entities other than the parties. This rental agreement does not create a partnership, agency or fiduciary relationship.

25_____The interpretation, validity and enforcement of this rental agreement shall be governed by and construed under the laws of the State of North Carolina. This agreement shall not be construed against Lessor due to the fact that agents of Lessor drafted the agreement. Lessee has been offered the opportunity to review the terms of this agreement with legal counsel prior to signing. No wavier or modification of this agreement shall be valid unless reduced to writing and duly executed by both parties. This rental agreement is not assignable without the written consent of the Lessor.

26_____In the event that any one or more of the provisions contained in this rental agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, to whatever extent it can be, the provision shall be construed and amended so as to be valid, legal and/or enforceable. In the event any provision or provision cannot be so amended, then it shall be deleted without affecting the validity of any other provision of the rental agreement.

27_____Lessee, by signing of this agreement, acknowledges that they have read this rental agreement fully and understands it.

28_____Failure to follow these rules as well as all local ordinances or state or federal statutes will result in a breach of contract and the Lessor may cancel this rental agreement immediately upon breach and the Lessee shall be deemed to be TRESPASSERS and the Lessor shall have the right to enter the premises and DEMAND THAT THE LESSEE VACATE THE PREMISIES IMMEDIATELY WITHOUT INCURRING ANY LIABILITY WHATSOEVER AND SUCH BREACH MAY RESULT IN FORFEITURE OF ALL DEPOSITS AND FEES.

LESSEE(S)

SIGNATURE _____ DATE _____

PRINTED NAME _____ EMAIL _____

Contact if you cannot be reached.

NAME _____ PHONE _____

NAME _____ PHONE _____

LESSOR

NAME _____ DATE _____

IN CASE OF COMPLICATIONS OR AN EMERGENCY, CONTACT:

PRIMARY: Charlie Davis (919) 896-2013 garnercivitanclub@gmail.com

Adopted: January 2020