

# RENTAL AGREEMENT

## FACILITY RENTAL AGREEMENT For the Use of WESTFIELD LIONS CLUB FACILITIES

The following rules and regulations have been promulgated by the Westfield Lions Club, Inc. for any person, group, corporate or other entity using the Facilities.

**This Rental Agreement** ("Agreement") is entered into on \_\_\_\_\_, 20\_\_, by and between the **Westfield Lions Club, Inc.** ("WLC") and \_\_\_\_\_ ("Renter"). In consideration of the mutual covenants and promises contained in this Agreement, the Renter and WLC agree as follows:

Payment and a signed contract are due at the time of booking to confirm the Facility reservation.

### SECTION 1. DEFINITIONS

**1.1 "Event"** refers to the activity to take place on \_\_\_\_\_, 2025, from \_\_\_\_\_ for which the Renter rents the Facilities and which is more fully described as follows:

\_\_\_\_\_

**1.2 "Facilities"** refers to the Clubhouse and its amenities along with its surrounding grounds, which are located at 1101 East 169<sup>th</sup> Street, Westfield, Indiana ("Premises").

**1.3 "Use"** means access to the unlocked and rented portions of the Clubhouse and surrounding grounds by a maximum of 99 people based on the Westfield Fire Marshall's regulations.

### SECTION 2. RENTAL TERMS AND CONDITIONS

**2.1 Rental Fee and Security Deposit:** The Renter agrees to pay a rental rate of \$\_\_\_\_\_ and a security deposit of \$500, both of which are due when this Agreement is signed by the Renter. **Checks should be made out to the Westfield Lions Club.**

**2.2 Age Restriction:** The Renter must be at least 25 years of age to rent the Facilities.

**2.3 Cancellation:** The Renter may cancel this Agreement by providing written notice to WLC no later than 30 days before the scheduled Event date to receive a full refund. If the Agreement is cancelled less than 30 days but more than 14 days before the scheduled Event date, the deposit and one half of the rental fee will be refunded. If the Agreement is cancelled within 14 days of the Event date, the rental fee will be forfeited and only the deposit will be refunded.

**2.4 Permitted Use and Prohibited Activities:** The Renter is granted the right to use the rented Facilities of the Premises solely for the Event. However, the Renter shall not sell products or services during the Event, and no items shall be removed from the Premises without prior written permission from the Renter. Smoking is strictly prohibited anywhere on the Premises. **Alcoholic beverage consumption is only permitted when a WLC approved licensed caterer/bartender is hired via a separate agreement with the caterer/bartender.** A Certificate of Insurance, when required as provided herein, must be returned to WLC prior to the date of reserving the facility. A Certificate of Insurance, permit through the Indiana Alcohol and Tobacco Commission, and licenses from caterer/bartender are all due seven (7) days prior to rental date. Failure to do so will result in a loss of the reservation date. The room fee includes use of all tables, and standard sized chairs, and renter/guest's use of the male and female restroom facilities.

**2.5 Set Up and Cleanup Policy:** Renters oversee their own set-up, breakdown, and cleanup. After the Event, tables must be cleaned with soap and water. Return all tables and chairs to the storage room (when provided). Renters must include their set up and clean up time in their rented hours. The renter will incur an hourly fee of \$40.00 (plus applicable taxes and fees) if set up and cleanup takes longer than scheduled time.

- I. The restroom must be cleaned.
- II. All groups using the facility must return the floors and equipment to the original state of cleanliness as they found them. The entire area must be swept.
- III. Floors: Soiled, stained or dirty areas must be swept and/or wet mopped.
- IV. Trash Removal: Containers provided by WLC for all wastepaper, food waste, etc. in all areas used, including restrooms, kitchen and outside areas, must be emptied. All trash bags must be removed from containers, tied and placed in the trash dumpster outside the facility. **Put new trash bags in the trash cans after trash removal.**
- V. Renters must turn off all inside lighting before leaving the premises.
- VI. Before leaving, all windows and doors must be locked and secure.

**2.6 Clubhouse Access:** WLC will provide the Renter with a single-use security system code to gain access to the Clubhouse. The Renter agrees to arm the security system with that same code at the conclusion of the Event.

**2.7 Compliance with Applicable Law:** The Renter agrees to comply with all applicable laws during the Event, including but not limited to all State and city ordinances.

**2.8 Time Limitation:** All Event activities, including cleanup, must be concluded by \_\_\_\_\_ p.m.

**2.9 Premises Condition:** The Renter agrees to return the Premises to the same condition as received. This includes returning all tables and chairs to their original positions, ensuring that the clubhouse and grounds are clean, and placing all trash in appropriate bins. Any area after a completed Event left in an un-cleaned condition and requiring WLC personnel to clean will be billed to the renter and may result in loss of part or all of the deposit and/or payment of additional damage fees.

### **2.10 Fire Safety:**

- I. Smoking of tobacco or any other combustible product, and vaping, is *prohibited*.
- II. No lit candles (other than birthday cakes or the like), votive/tea light, candelabra, torches, flares, fog machines or other such items are permitted inside the Clubhouse.
- III. Pursuant to the Hamilton County and State Fire and Safety Codes, no doorways marked with an “Exit” sign may be blocked for any reason.

**2.11 Decorating:** No nails, hooks, tacks, etc., shall be allowed in or on the walls of the building. Tape (masking or painters only) is permitted on walls. No tape shall be applied to the ceiling tiles.

### **2.12 Other Restricted Items:**

- I. No table confetti/sprinkles, silly string, or piñatas are permitted in the Facility.
- II. Sport balls or other items capable of leaving holes in walls, shades, or windows are restricted from use.
- III. No type of party confetti is permitted.

**2.13 Tables and chairs:** A renter may rearrange the tables and chairs in the rented Facility to conform to their particular needs. No equipment is to be removed from the Facility without written permission from WLC.

**2.14 Violations of this Section:** The Renter’s failure to comply with this Section will result in the forfeiture of the security deposit. Any actual damage to the Premises that occurs during the Event is governed by Section 3 of this agreement.

## **SECTION 3. LIABILITY AND SECURITY DEPOSIT RETENTION PROCEDURE**

**3.1 Damage and Liability:** The Renter is responsible for all damage to the Premises that occurs during the Event.

**3.2 Inspection:** WLC will inspect the Premises for damage and ensure compliance with the terms of this agreement within 48 hours of the Event termination.

**3.3 Notification of Retention:** If any damage is found or if any of the Renter’s obligations under Section 2 of this Agreement are not fulfilled, WLC will notify the Renter in writing within five (5) business days of the inspection.

**3.4 Retention of Security Deposit:** WLC reserves the right to retain the security deposit to cover the cost of any damage or unmet obligations. If the cost exceeds the security deposit amount, the Renter will be invoiced for the additional amount, which shall be due within thirty (30) days of receipt of the invoice. Failure to pay the invoiced amount within thirty (30) days shall be considered a breach of this Agreement - for which WLC may use legal means to collect the invoiced amount.

**3.5 Refund of Security Deposit:** If no issues are found during the inspection, or if the cost of any issue is less than the security deposit, the remaining balance of the security deposit will be refunded to the Renter within ten (10) business days of the inspection.

**SECTION 4. INDEMNIFICATION**

The Renter agrees to indemnify, defend, and hold harmless WLC, its officers, members, and agents from all claims, damages, losses, and expenses, including but not limited to attorneys’ fees or ordinance violation fines arising out of or resulting from the Renter’s use of the Facilities. This includes claims attributable to bodily injury, sickness, disease, death, or damage to or destruction of property. This indemnification obligation does not reduce or negate any other rights or obligations of indemnity that may apply.

**SECTION 5. MISCELLANEOUS PROVISIONS**

**5.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

**5.2 Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

**5.3 Amendment:** Any amendment to this Agreement must be in writing and signed by both parties.

**5.4 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**Westfield Lions Club, Inc. (WLC):**

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Renter:**

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_