

RENTAL AGREEMENT

Westfield Lions Club, Inc., an Indiana not for profit corporation, is the Owner of real estate and building located at 1101 East 169th Street, Westfield, Indiana 46074 (Premises).

Tenant _____ desires to rent and use a portion of the Premises for _____ on _____ between the hours of _____ and _____ (Rental Period). Tenant agrees the Rental Period includes the time needed by Tenant for preparation, set up, and cleaning up. Maximum capacity for Tenant's use is ninety-nine (99) people.

Rent to be paid by Tenant to Owner is the sum of _____ Dollars (\$_____).

Tenant shall also deposit with Owner the sum of _____ Dollars (\$_____) to ensure Tenant returns the Premises to Owner without damage and clean at the end of the Rental Period.

Rent and deposit are both due when this agreement is signed by Tenant.

All portions of the Premises used by Tenant shall be returned in the same or better condition than existing at the beginning of the Rental Period. Tables and chairs shall be neatly stacked and returned to the locations specified by Owner. If soiled, floors must be swept and/or wet mopped and kitchen appliances must be thoroughly cleaned. All trash must be removed from containers, tied and placed in the dumpster outside the building. New trash bags must be placed in the trash cans after the trash is removed.

The Tenant is granted the right to use the Premises solely for the event. The rental fee includes the use of the parking lot, meeting area, all tables, standard sized chairs, and the male and female restroom facilities and kitchen. The Tenant shall not sell products or services during the event, and no items shall be removed from the Premises without prior written permission from the Owner. Smoking is strictly prohibited anywhere on the Premises. Alcoholic beverage consumption is permitted only when an Owner-approved licensed caterer/bartender is hired via a separate agreement with the caterer/bartender. A Certificate of Insurance must be returned to Owner 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 the Rental Period. Failure to do so will result in a loss of the scheduled Rental Period and will be treated as a cancellation described below.

Owner will provide Tenant with a single use security code to gain access to the building. Tenant will arm the security system with the same code at the end of the Rental Period.

Tenant may cancel this Rental Agreement by providing written notice to Owner. If cancellation is received:

- A. More than 60 days before the scheduled Rental Period, a full refund will be paid,
- B. Less than 61 days but more than 29 days before the scheduled Rental Period, the deposit and ninety percent (90%) of the rental fee will be refunded,
- C. Less than 30 days but more than 13 days before the scheduled Rental Period, the deposit and one-half (1/2) of the rental fee will be refunded,
- D. Less than 14 days before the scheduled Rental Period, the rental fee will be forfeited and only the deposit will be refunded.

No nails, hooks, tacks, etc., shall be allowed in or on the walls of the Premises. Tape (masking or painters tape only) is permitted on walls and will be removed without damage or marking to the walls. No tape shall be applied to the ceiling tiles. No table confetti/sprinkles, silly string, piñatas or party confetti are permitted. Sport balls or other items capable of leaving holes in walls, shades, windows, or ceiling tiles are not permitted.

Owner may inspect the Premises at any time during the Rental Period and will inspect the Premises following the Rental Period for damages or to determine whether additional cleaning is required. If the Premises are in the same condition as at the beginning of the Rental Period, the deposit will be returned within ten (10) business days after the end of the Rental Period. If there are damages or additional cleaning needed, Tenant will be notified in writing within five (5) business days after the end of the Rental Period and Owner reserves the right to retain the portion of the deposit needed to cover the cost of any damage or cleaning expense. If such cost exceeds the deposit amount, Tenant will be invoiced for the additional amount, which shall be due within thirty (30) days of receipt. Failure to pay the invoiced amount within thirty (30) days of receipt shall be considered a breach of this agreement and Owner may use legal means to collect the invoiced amount and may recover attorney fees and costs of collection.

No use shall be made of the Premises which is not legal under Indiana law or ordinance of The City of Westfield or Hamilton County. Tenant's use of the Premises shall not violate any regulation of the State Fire Marshall, Westfield Fire Department, or any law enforcement agency. There shall be no use of fire pits, gas lanterns, or open flame devices of any kind. Sound amplification equipment may be used but only inside the Premises and only at a level that does not bother neighbors.

Tenant agrees to indemnify, defend, and hold harmless Owner, its officers, members, and agents from all claims, damages, losses, and expenses, including but not limited to attorney's fees or ordinance violation fines arising out of or resulting from Tenant's use of Premises. 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.

This agreement constitutes the entire understanding between the Owner and Tenant and supersedes all prior discussions, agreements, or understandings of any kind.

Owner:
Westfield Lions Club, Inc.

Tenant:

By: _____

President

ATTEST:

Secretary