



**Facility Rental Contract**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between The LEAP Organization (herein referred to as "Landlord") and \_\_\_\_\_ (herein after referred to as "User").

**1. PREMISES & RATES:** The Landlord hereby agrees to make available to User, for the exclusive use of User, the following facilities (the "Facilities") located on the Landlord's premises, at the time and date (s) and for the purpose (s) indicated at the following rates.

**Purpose:** \_\_\_\_\_

**Lounge Rental Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

\_\_\_\_\_ hours @ \$50 per hour = \_\_\_\_\_ (Additional \$200 refundable deposit)

**Classroom Rental Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

\_\_\_\_\_ hours @ \$25 per hour = \_\_\_\_\_ (Additional \$100 refundable deposit)

**Rental Fees Subtotal:** \_\_\_\_\_

**Additional Services**

\_\_\_\_\_ Kitchen Access \$100

\_\_\_\_\_ Computer Lab \$50

\_\_\_\_\_ PA system/ CD system \$25

\_\_\_\_\_ Set up assistance \$50

\_\_\_\_\_ After Hours fee \$50 (reservations after 4 pm Monday thru Friday and on Saturdays/Sundays)

**Additional Services Subtotal:** \_\_\_\_\_

**GRAND TOTAL:** \_\_\_\_\_

**2. PAYMENTS:** Payment in full is required with the return of this contract for events within 30 days from the date of the contract. For events with dates more than 30 days from the date of the contract a deposit of 50% \$\_\_\_\_\_ is required with the return of this contract to confirm the event dates.

**3. CANCELLATION:** User may terminate this Agreement at any time prior to seven (7) days in advance of the event in which case User shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the Landlord in preparation of the Facilities for User and (ii) a cancellation fee of \$50.00

**4. DEFAULT:** If User shall at any time be in default under the terms of this Agreement, the Landlord shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any deposits of fees hereunder.

**5. CATERING AGREEMENT:** User hereby agrees that it will require any third party that User engages to provide catering or other services to enter into an Agreement with the Landlord regarding restrictions covered in Section 7 at least seven (7) days prior to the date of the event hereof. Catering Service Provider Contact Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**7. USE RESTRICTIONS:** The following restrictions shall apply to the User's use of the Facilities:

- A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for User to set-up, tear down and remove equipment provided must be budgeted as part of the rental contract. User will reimburse the Landlord for any overtime compensation it is required to pay its staff during such additional time.
- B. User shall have the use of the Facilities only for the purposes herein.
- C. User specifically agrees not to nail or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to the Landlord's personal property therein, or to the property of any third person which is on loan to the Landlord, caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and User further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup will result in a cleaning charge of \$25.00 per hour. For those events using a caterer, the caterer's agreement is incorporated herein by reference.
- D. The Landlord reserves the right to approve any caterer providing food and/or drink at the Facilities. Consumption or carrying of food and beverages shall be allowed only in the Lounge & Kitchen area and only for the designated hours of the event. The City of Clarksville Noise Ordinance shall be abided by for any outside activities, playing of music, or other noisy activities. Smoking is not permitted in any area of the building except the rear parking lot. No alcoholic

- beverages are permitted on the premises.
- E. User shall indemnify and hold the Landlord harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facilities, provided the Landlord promptly notifies User of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Any use of the Facilities involving a danger or risk determined by the Landlord in its sole discretion, shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of the Landlord. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence. User will provide the Landlord with evidence acceptable to the Landlord that such insurance has been obtained and will cover User's event at least seven (7) days prior to the date of the event.
  - F. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of the their departments or bureaus, applicable to User's use of the Facilities, including without limitation, obtaining any necessary licenses and the payment of all sales, use and entertainment taxes or fees.
  - G. User is responsible for the safety and good order of all equipment and other property owned by the Landlord and/or being displayed at the Landlord's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.
  - H. The Landlord reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the User hereby waives any right or claim for damages against the Landlord or any of its employees, officers, or agents.
  - I. The Landlord assumes no responsibility for equipment supplied by User or another party.
  - J. The Landlord reserves the right to review all copies and approve all forms of advertising or publicity in which the Landlord's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and User agrees to indemnify and hold the Landlord harmless from and against any claims to the contrary.
  - K. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without written permission of the Landlord.

- L. All of user's property will be removed from the facility by User at the termination of User's use of the Facilities. If User's property is not removed as provided herein, the Landlord will have the right to cause such property to be removed at the expense of the User.
- M. User shall comply with all rules and restrictions that may be prescribed by the Landlord for the purpose of maintaining the safety, care, good order and cleanliness of the Landlord's premises, equipment and property displayed thereon.
- N. Those matters not herein expressly provided for shall be decided by the Landlord and/or its representatives or agents and such decisions shall be binding upon the User.
- O. Special Needs:

\_\_\_\_\_

\_\_\_\_\_

8. ASSIGNMENT: User shall not assign this Agreement without prior written consent of the Landlord.

9. NOTICES: All notices to the Landlord shall be deemed to have been adequately and timely given when received in writing by the Landlord's Executive Director, Chairman, Board of Directors or by the Facilities Rental Coordinator.

10. MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Tennessee. The officer or representative of User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written

\_\_\_\_\_  
LEAP Representative

\_\_\_\_\_  
User

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date