

Facility Event Space Rental Agreement

Brunswick County Democratic Party Headquarters

EVENT DATE _____ START TIME _____ END TIME _____

EVENT NAME _____ # OF ATTENDEES (Est.) _____

RENTER _____

ADDRESS _____

CONTACT _____

PHONE _____ EMAIL _____

ENTITY TYPE (circle) CLUB ASSOCIATION CORP. LLC FAMILY OTHER

FEE SCHEDULE: \$250.00 for first 4 hours, \$50.00 each additional hour,

Maximum is 8 hour rental per day

Owner reserves the right to determine in its sole discretion whether any individual or group seeking to rent the Venue is a responsible organization and reserves the right to decline to rent to any person or group not meeting this requirement.

Facility Event Space Rental Agreement

1. This agreement is for the rental of the Brunswick County Democratic Party Headquarters, 1420 Old Ocean Highway, Bolivia; N.C. ("Venue") made this day, _____, by and between the Brunswick County Democratic Party, hereinafter referred to as the "Owner," and _____, hereafter referred to as the "Renter." The Venue shall include the building, seats, tables, the parking lot in the front and side of the building, and six (6) picnic tables in the rear of the building. The Venue does not include the office area. A sound system is available for an additional fee of \$75.00.

2. Owner makes no guarantee either express or implied, as to the condition, fitness, or suitability of the Venue for Renter's purpose or needs. Renter agrees to accept and use Venue in its current "as is" condition.

3. The full rental fee for the use of the Venue for the period set out in Section 6 below shall be \$_____. Renter shall pay to the Owner a rental deposit in the amount of 50% of the full rental fee and a security deposit of \$200 no later than 30 days before the commencement of the rental period. Except as provided below, these deposits are non-refundable. The remaining 50% of the rental fee shall be paid to Owner no later than 10 days before event date. The security deposit will be returned to the Renter after the end of the rental period, minus any amounts deemed necessary by Owner to repair damages inflicted upon the Venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the Venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

4. The rental deposit and security deposit shall be returned to Renter if Owner receives written notice of cancellation no later than 10 days before event date.

THE LEGAL AGREEMENT TO RENT

5. Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's Venue, and;

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated.

Now, therefore, the parties agree to the following terms and conditions:

WHEN CAN RENTER TAKE POSSESSION

6. The Renter shall have access to and use of the Venue from _____ o'clock on _____, to _____ o'clock on _____, for the purpose of hosting the Renter's _____ event. Owner may be present at the Venue during the rental period. Otherwise, owner shall provide to Renter all keys, access control codes, and other items necessary to give Renter such access no later than _____.

7. On or before expiration of the rental period Renter shall tender to Owner all keys and other access control devices in his/her possession. Failure to return key(s) to Owner will result in a \$50.00 additional charge.

WHAT ARE THE RENTER'S OBLIGATIONS

8. Renter shall keep the Venue clean and at the end of the rental period remove all personal property, trash, and other items that were not present in the Venue when Renter took control, including any items placed on walls and windows by Renter. Balloons shall be tied down or weighted so as not to rise to the ceiling. Renter shall use durable large trash bags for trash. If Owner is not present at the end of the rental period, Renter shall (1) lock and secure the building; (2) turn off all lights (except lamp in lobby), and; (3) set thermostat at 80 degrees during summer and 50 degrees during winter at completion of the rental period and at all times that the building is not in use during the rental period. Unless otherwise directed by Owner, Renter shall place tables and chairs in the position found at the start of the rental period.

9.. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the Venue, and Renter shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the Venue. Renter agrees to comply with posted occupancy limits and shall be responsible for any fines imposed by the Fire Marshall for excessive occupancy.

10. If using an outside grill on the back patio, Renter shall place a tarp or other covering under the grill to prevent spills or drips from staining the concrete. The fire extinguisher must be outside and next to the grill. An additional fee will be charged if the concrete requires cleaning. No grilling is permitted in the front patio.

LIMITATIONS ON RENTER

11. Absolutely no use of alcohol or illegal drugs is permitted in the Venue, office, or elsewhere on the property

12, No smoking is permitted in the building. The front patio of the building is the designated smoking area .

13. Disparaging remarks or any type of physical violence will not be tolerated. Conduct deemed disorderly by Owner will not be tolerated. Failure to comply with any of the terms of this section 14 of the Agreement will be grounds for expulsion of Renter and immediate termination of the rental period without any refund.

14. No guns or other weapons, concealed or otherwise, are permitted in the Venue, office, or elsewhere on the property.

15. Renter shall ensure that chairs and tables are set up in such a way that the Venue is handicap accessible.

INSURANCE REQUIREMENTS

16. Special event liability insurance is required of all Renters. Insurance must, at Renter's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability arising out of Renter's use and occupancy of Venue. The insurance shall have a single limit liability of not less than \$1M and general aggregate liability of not less than \$2M. Renter shall provide evidence at least 10 days prior to the start of the rental period that Owner has been added as an additional named insured for the rental period for a minimum of \$1M per occurrence and \$2M for aggregate liability.

Upon request, Owner may assist Renter in arranging for and obtaining such insurance coverage.

| 17. Owner will not provide any staff for Renter's event but Owner may be on site at the Venue during the rental period.

LEGAL

18. Renter may not assign, transfer or delegate, in whole or in part, any rights or obligations hereunder without prior written consent of Owner.

19. Renter agrees to comply with all applicable County, State and Federal laws. Renter agrees not to use Venue for any illegal or immoral purpose.

20. This agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements, written and oral, with respect thereto. No changes shall be valid unless set forth in a written instrument signed by both parties.

21. Any disputes arising under this contract shall be governed by the law of North Carolina and adjudicated in Brunswick County, N.C.

22. Headings are provided for convenience only and carry no legal meaning.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

| | |
|--------------------------|-------------------------|
| Renter's Signature, date | Owner's Signature, date |
| Printed Name | Printed Name |
| Address | Address |
| City, State, Zip Code | City, State, Zip Code |