

Rental Contract for Graduation Party

Agents Realty & Auction Service

I, We, _____, the undersigned organization whose address is _____ herein called "renter", hereby agrees to the rent from Agents Realty & Auction Service, herein called "Agents" and Agents agrees to rent to Renter, the building known as Agents Realty & Auction Service, herein called "facility", on the ____ day of _____.

A. RENTAL FEES/BUILDING DEPOSIT/CANCELLATION

The rental fee shall be \$ **125 for 2 hours, additional rate is \$50 per hour per graduate**. In order to reserve the Facility on the date(s) requested, \$ **100.00** deposit is payable upon return of a signed Contract by Renter. The deposit is NON-REFUNDABLE should the reservation be cancelled. The rental fee is due 10 days prior to the date of the Renter's event. This building deposit is refundable following an inspection of the building. Renter shall be responsible for the damage to the Facility and surrounding area caused by Renter or Renter's guests or invitees. Building deposit will be returned on or before 15 days after Renter's use of the Facility provided no damage to the Facility or surrounding area has occurred. Agents shall supply Renter an itemized account of charges for damages, if any. Agents shall apply the building deposit to offset damages. Renter shall pay for any damages in excess of the building deposit within 10 days of the receipt of the itemized accounting.

B. USE

The Facility shall be used solely for the purpose of a _____.
Renter shall not use the Facility for any purpose which is unlawful, which may endanger public safety or welfare or which causes a nuisance. Renter agrees that should a law enforcement officer, the authorized representative of Agents, or any authorized security personnel determine that the activity for which the Facility has been rented is unlawful, endangers public safety or welfare, causes damage to the property of Agents or causes a nuisance, Renter shall immediately cancel, stop or otherwise bring to a halt, all activity upon request and shall immediately cause the Facility to be vacated. Renter further agrees that should such action take place, the entire rental fee and building deposit shall be retained by Agents.

C. LIABILITY

Renter hereby agrees to use its best efforts to keep the Facility and surrounding area free from damage and further agrees to hold harmless Agents, its employees, agents and assigns from any and all liability, injury to persons and damage to property occurring and arising out of Renter's use of the Facility and Renter shall indemnify Agents for any claim or claims made against Agents, including but not limited to Agents attorney fees paid in defending such a claim. Renter agrees to follow all applicable Agents rules and regulations and to allow Agents employees and

law enforcement officers in the course of their duties, free access to the Facility at all times for the purpose of inspections, maintenance, or law enforcement.

D. ASSIGNMENT

The contract shall not be assigned by Renter. No transfer of obligations by Renter under the terms of this Contract shall be permitted.

E. ALCOHOL & FOOD SERVICE

Renter shall not sell, or otherwise provide, alcoholic beverages to the general public. Renter shall not sell alcoholic beverages to Renter's invitees unless Renter obtains a temporary liquor permit from the State of Ohio and provides the same to Agents prior to Renter's event. Renter shall not sell, or otherwise provide, food to the general public without obtaining the proper food service license through the Coshocton County Health Department at 740-622-1426.

F. OCCUPANCY

The Facility has posted maximum occupancy rates. Renter shall not permit occupancy that would exceed the maximum occupancy rate.

G. RULES AND REGULATIONS

Renter also agrees to the following additional rules and regulations:

1. NO SMOKING shall be permitted in the Facility at any time.
2. Renter may decorate the Facility only in the following manner:
 - a. Decorations may be placed upon tables
 - b. Decorations may be free-standing on the floor or stage
 - c. Renter shall not attach decorations to walls, beams, and/or any fixtures in the Facility using tape, staples, nails, or by any other means.
 - d. All decorations shall be of a fire-retardant material and no open flames shall be used of any kind. Candles may be used for decorative purposes only, but are not permitted to be lit at any time while on the premises.
 - e. Agents have final determination as to allow decorations and any deviation from the rules shall result in forfeiture of building deposit. Furthermore, Renter is responsible for any and all damages occurring as a result.
3. Renter shall remove all decorations from the Facility and place all trash bags in trash bin at end of building before vacating. All decorations or trash left by Renter shall be grounds for forfeiture of building deposit. All other usual and customary cleaning shall be the responsibility of Agents.
4. Rental includes use of available tables and chairs. None of these items are to be removed from the building or used outdoors.
5. Charcoal burners or other open-flame cooking devices (such as grills, roasters, outdoor cookers, etc.) shall not be operated within 10 feet of the building.

CONTRACT APPROVALS

The undersigned understands and agrees to the terms herein set forth. The undersigned, individually or as authorized agent of the entity below set forth, agrees to abide by them, and also acknowledges receiving a copy of this Contract.

This Contract entered into this _____ day of _____.

Signature of Renter

Date

Organization (if any)

Date