

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement is entered into on _____ between the Garner Woman's Club(GWC), of 230 US Highway 70 West, Garner NC 27529 and _____ ("Lessor") of _____ (address) and _____ (phone). The Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained agree as follows:

*PLEASE READ THE TERMS AND CONDITIONS SET OUT BELOW VERY CAREFULLY. AFTER YOU HAVE READ THESE TERMS AND CONDITIONS, PLEASE ACKNOWLEDGE THE SAME BY INITIALING IN THE SPACES PROVIDED ON THE AGREEMENT.

1. _____ The undersigned hereby agree(s) that they, their licensees, invitees and guests ("the Lessee") will use the premises and the adjacent area, but not limited to any improvements on the property as well as the parking areas known collectively as the "premises", at their own risk and do hereby indemnify and hold harmless ("The Garner Woman's Club") and all its members, employees, directors and officers, (the Lessor known as Garner Woman's Club) from any and all personal and property harm and injury that might occur to said Lessee.
2. _____ Lessee assumes full responsibility for all actions by themselves, their licensees, invitees and guests and will be present during the rental period. The undersigned must be personally present at all times when there is anyone on the property.
3. _____ Lessee agrees to abide by and enforce all rules of the premises as posted.
4. _____ Absolutely no Alcohol is permitted inside the premise or on the grounds of Garner Woman's Club.
5. _____ No Smoking is allowed Inside the Building, including e-cigarettes.
6. _____ Lessee agrees to the leave the premises in a clean and orderly manner, as determined by the sole discretion of the Lessor. Do not tape, tack, stick, staple or adhere in any way, decorations, etc to the walls, window frames, doors or ceiling.
7. _____ The Chairs and table are to remain Inside the Facility at all times. No Tents, grills or any other form of cooking is allowed on the Property. No forms of any illegal activities are allowed on the property.
8. _____ Lessee is solely responsible for keeping their licensees, invitees and guests from doing damage or vandalizing the premises. Failure to enforce any rules or damage being caused to anything on the property is a breach of contract and will result in the function being cancelled. Lessee and guests will have to vacate the property immediately.

9. _____ Lessees agrees that the Lessor may cancel this rental agreement at any time for any reason. Should the Lessor cancel this agreement, Lessees shall be entitled to a refund if any deposits paid. Under no circumstances shall the Lessor be responsible for any consequential or incidental damages of the Lessees in event of such a cancellation.

10. _____ Lessee warrants that he/she has inspected the premises and finds them suitable for their needs and accepts them in an AS IS condition.

11. _____ In the event of any legal action or proceeding to enforce the terms or obligations arising out of this rental agreement or to recover damages for breach of contract, the Lessor shall be entitled to recover their collections costs, including reasonable attorney fees.

12. _____ The interpretation, validity and enforcement of this rental agreement shall be governed and construed under the laws of the State of North Carolina. This agreement shall not be construed against Lessor due to the fact that agents of Lessor drafted the agreement. Lessee has been offered the opportunity to review the terms of this agreement with legal counsel prior to signing. No waiver or modifications of this agreement shall be valid unless reduced to writing and duly executed by both parties.

13. _____ In the event that any one or more of the provisions contained in this rental agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, to whatever extent it may be, the provision shall be construed and amended so as to be valid, legal and/or enforceable. In the event any provision or provision cannot be amended, then it shall be deleted without affecting the validity of any other provision of the rental agreement.

14. _____ Lessee, by signing of this agreement, acknowledges that they have read this rental agreement and fully and understands it.

15. _____ Lessee shall not sublease.

16. _____ Failure to follow these rules as well as all local ordinances, state or federal statutes will result in a breach of contract. The Lessor may cancel this rental agreement immediately upon breach and the Lessee shall be deemed to be TRESPASSERS and the Lessor shall have the right to enter the premises and DEMAND THAT THE LESSEE VACATE THE PREMISES IMMEDIATELY WITHOUT INCURRING ANY LIABILITY WHATSOEVER AND SUCH BREACH MAY RESULT IN A FORFEITURE OF ALL DEPOSITS AND FEES.

17. _____ Deposit(s) shall be due upon execution of this contract as follows. A security deposit of \$_____ which will be refunded within seven (7) business day provided the Lessee has abided by all of the rules and left the premises and grounds in acceptable condition.

18. _____ Lessee agrees that the rental period shall be from _____ to _____ on the _____ day of _____, 20___. Lessee does hereby agree to clean and vacate the premise at the conclusion of the rental period. Time is of the essence.

19. _____ Lessee agrees to the rental fee of \$_____ for the period as specified above. A \$25.00 fee will be charged on all returned checks, plus any bank fees. Full Rental Fee due by this date. _____.

LESSEE(S)

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

EMAIL: _____

CONTACT IF YOU CANNOT BE REACHED:

NAME: _____ **PHONE:** _____

LESSOR

SIGNATURE: _____ **DATE:** _____

INC CASE OF COMPLICATIONS OR AN EMERGENCY, CONTACT:

PRIMARY: MARGARET BRINSON 919-210-9874

SECONDARY: SHERYL SUTTON 919-961-0901