

**TREMAINSVILLE HALL**

2437 TREMAINSVILLE RD. TOLEDO, OHIO 43613 419-475-5346

**RENTAL AGREEMENT**

RENTAL CAPACITY: LARGE ROOM - 130    SMALL ROOM - ADD ON ONLY

\*\$200 SECURITY DEPOSIT REQUIRED FOR BOOKING\*

**-in addition to your rental amount-**

LESSEE'S NAME: \_\_\_\_\_ DATE OF RENTAL: \_\_\_\_\_ DAY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City/State Zip

TIME OF RENTAL FROM \_\_\_\_\_ TO: \_\_\_\_\_

LICENSE#: \_\_\_\_\_ NUMBER OF PEOPLE AT EVENT : \_\_\_\_\_

PHONE: \_\_\_\_\_ PURPOSE OF RENTAL: \_\_\_\_\_

ALTERNATE PHONE: \_\_\_\_\_ PORTION(s) OF THE HALL RENTED: \_\_\_\_\_

RENTAL CHARGE: \$ \_\_\_\_\_ SECURITY DEPOSIT: \_\_\_\_\_ DATE PAID \_\_\_\_\_

RENTAL BALANCE: \$ \_\_\_\_\_ DUE BY: \_\_\_\_\_ DATE PAID \_\_\_\_\_

VACATE GUEST FROM HALL \_\_\_\_\_ ITEMS REMOVED BY: \_\_\_\_\_

***NO CHECKS ACCEPTED AFTER 4 WEEKS PRIOR TO YOUR EVENT; \$20.00 FINE FOR LATE PAYMENT***

**MAKE CHECKS PAYABLE TO AND MAIL TO "TREMAINSVILLE HALL, LLC,"**

**2215 Oak Grove Place, Toledo, OH 43613 Attn: Sue Hays**

If you exceed your rental time, an additional charge of \$15 per 15 minutes will be deducted from your security deposit.

Lessor reserves the right to cancel this Agreement, retain all monies paid and re-rent the Hall to another party if the funds are not paid as agreed to above.

**Cancellation** : A \$25 cancelation fee applies to any lessee. A 90 day notice will have a refund given in the amount of \$175. Less than 90 days, if, the hall can be rented in place of your booking date you will be given \$175.

It is hereby agreed by and between Tremainsville Hall, LLC, (hereinafter referred to as "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee") that Lessor (rented facility premises hereinafter referred to as the "Hall") will be rented to Lessee for the consideration, under the conditions, for the purpose and for the rental period hereinafter specified. **ABSOLUTELY NO TEEN DANCES ARE PERMITTED AT THE HALL.**

Lessee is responsible for the pick-up, the conduct of all guests, and any and all damages caused by Lessee and/or the Lessee's guests. Lessee agrees to monitor the event for all hazards that may occur or exist on the Hall's premises while occupying the Hall and to notify Lessor if necessary, to take corrective action to insure the safety of all guests.

These responsibilities also extend to the Hall's parking lot during the rental. For any problems or issues that occur that result in the lessor or other authorities needing to be called or needing to tend to the situation, will result in a loss of your entire security deposit.

Lessee agrees to uphold all applicable federal, state and municipal statutes, laws and ordinances while Lessee and Lessee's guests are at the Hall. Lessee is responsible for compliance with all City and State laws regarding alcohol consumption. If Lessee is selling alcoholic beverages, Lessee is required to obtain a Liquor Permit from the Ohio Department of Liquor Control. Lessee is responsible for prohibiting the serving of alcohol to minors and intoxicated persons, as required by Ohio law. **BY LAW, NO ONE UNDER 21 MAY CONSUME ALCOHOLIC BEVERAGES.** Lessee agrees and warrants that there shall be **NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21.** Further, Lessee shall monitor all service, if any, of alcohol and specifically acknowledges that Lessee is solely liable for the consumption of any alcohol by any person on the Hall premises and that such liability shall extend to any aspect regarding the consumption of alcohol.

Lessee agrees to indemnify, protect, defend and hold Lessor, its successors and assigns, and the employees and agents of Lessor harmless from any claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities or losses ("collectively the liabilities") including without limitation, attorney's fees and expenses, investigative and consultants fees and expert fees (collectively the "costs") that arise directly from or in connection with the Lessee's rental of the Hall. These obligations shall survive the termination, cancellation or expiration of this Agreement.

The Hall and all equipment and other tangible personal property shall be returned in the same condition as all were in immediately prior to the rental period, or Lessee shall be liable for any necessary repair(s) or replacement(s). The Security deposit is refundable only after any charges for damages to the Hall, personal property loss or damages, charges to clean the Hall are deducted. The Lessee is responsible for any and all damage to the Hall and for the removal and/or loss of personal property belonging to the Lessor, even if such loss is in excess of the amount of the Security Deposit paid. Any repair or replacement costs will be deducted from Lessee's security deposit, at the sole discretion of Lessor. If repairs or replacement costs exceed the Lessee's security deposit, Lessee will be billed for any excess amount.

Lessor accepts no responsibility for items left abandoned, unsupervised or beyond the negotiated rental period. Lessor reserves the rights to claim or dispose of items left on the property beyond the rental period.

Lessor reserves the right, by written or actual notice to Lessee, to cancel the Agreement, when, in Lessor's sole judgment, a breach of the peace, public disturbance, nuisance or illegal activity might occur or is occurring. Should the real property sell or if for some unforeseen reason the Hall is not rentable on the contract date Lessee agrees not to hold Lessor liable beyond the cost of the rental.

Lessee agrees to abide by all rules and regulations relating to the use of the Hall as set forth in this Agreement, and any other rules of which the Lessee may be given notice, prior to the event. By signing this Agreement, Lessee acknowledges that they have read and understand the terms of this Agreement.

Lessor reserves the right to monitor the event in order to assure compliance with these rules, and to safeguard the Hall premises, and may have representatives in the Hall during the event. If at any time the Lessor feels that the rules and terms of agreement are not being upheld, they reserve the right to end the event, and this will result in a full loss of the security deposit.

The Lessee agrees to monitor and control the conduct of Lessee's guests, and to eject from the Hall any guest, whose behavior and conduct is contrary to acceptable standards, or who engages in any behavior which may cause danger to any guests or person in the Hall, or may cause damage to the Hall or personal property in the Hall.

The Hall is a non-smoking environment, and no smoking of any tobacco products of any nature is permitted inside any area of the Hall. Doing so will result in the loss of Security Deposit.

**NO CONFETTI OR SAND IS ALLOWED AT THE PREMISES. NO TAPE IS ALLOWED ON THE FLOOR OR MIRRORS, AND CEILING. Suction cups can be used on mirrors and String/Ribbon can be used on ceiling. No sharp objects or heavy hangings will be allowed.** No decoration may be attached to the walls or ceilings of the Hall in a fashion that will damage the walls or ceiling, or the finish on the walls or ceiling of the Hall. All paper products are the responsibility of the Lessee and must be flameproof. All candles must be in closed, glass containers. (No tapered candles or open flames allowed).

**The event needs to remain indoors.** The parking lot is not to be used for any social gathering, games, or outside party.

**Cleaning instructions:** All items brought into the Hall must be removed by Lessee. All decorations must be removed from the Hall. Any extraordinary messes must be cleaned up. **Any food spilled on the rugs, floors, counter tops or parking lot must be cleaned up.** Floors/rugs left in unsatisfactory condition will result in a \$75-\$150 fee. All debris and food spills must be picked up from the parking lot. All garbage must be bagged and taken to the dumpster.

Lessee's deposit will be refunded after the building is clean and cared for as described in this Agreement and no other losses have occurred.

I (WILL OR WILL NOT) BE SERVING ALCOHOL AT THIS EVENT \_\_\_\_\_

I (WILL OR WILL NOT) BE SELLING ALCOHOL AT THIS EVENT \_\_\_\_\_

I (WILL OR WILL NOT) BE SELLING TICKETS TO THIS EVENT. \_\_\_\_\_

I (WILL OR WILL NOT) BE THERE DURING THE ENTIRE RENTAL PERIOD \_\_\_\_\_

I (DO OR DO NOT) INTEND TO PROFIT FROM THIS EVENT. \_\_\_\_\_

I (DO OR DO NOT) INTEND TO MAKE THIS EVENT OPEN TO THE PUBLIC \_\_\_\_\_

If you circled ("Will" or "Do") for any of the above Lessee is advised to consult with ALL APPLICABLE, FEDERAL, STATE AND MUNICIPAL CODE SECTIONS.

Signature: \_\_\_\_\_  
Lessee

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR:**

**TREMAINSVILLE HALL, LLC**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
SUSAN A. HAYS, LLC DBA