**TENNESSEE ELK’S LODGE VENUE RENTAL AGREEMENT**

Name Date Event Date

Address

City State Zip Code

Contact Email Phone

Setup Time Period Event Time Period Attendees

This rental agreement is for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Elk's Lodge event hall/kitchen/Tiki Hut/pool/other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a maximum seating capacity of \_\_\_\_\_\_\_\_\_\_ guests. All arrangements not set forth herein are to be made by the Renter. If the Elks Lodge is providing food and/or drink services, such services are not included in this Rental Agreement, and a separate service agreement will be required.

1. **RENTAL OF SPACE**

A rental fee of $\_\_\_\_\_\_\_\_ is required upon submission of this Agreement, along with a $\_\_\_\_\_\_\_\_ cleanup deposit. This deposit will be returned upon cleaning and inspection of the venue after the event. An additional $\_\_\_\_\_\_\_\_ per hour fee will be charged for use of the venue outside the stated times of rental, including cleanup time.

This Rental Fee and cleanup deposit will be forfeited under the following conditions:

1. The Rental Fee deposit will be forfeited if the event is cancelled less than 30 days from the date of the event.
2. The cleanup deposit will be forfeited if there are damages or extra cleaning is required, including but not limited to, the event hall, kitchen or parking lot after the event.
3. Both the Rental Fee and the cleanup deposit will be forfeited if the event is terminated by the Elk’s Lodge due to any violation of this Agreement.

The unearned portion of the clean-up deposit will be returned 15 days after the event. Renter shall be responsible for all expenses or damages exceeding the cleanup deposit

1. **REQUIRED INSURANCE**

**A Certificate of Insurance with general liability coverage co-naming the event and this Elks Lodge as “Additional Insured” with one million dollars coverage must be provided by Renter or an Elks Facility Rental Insurance Policy provided. (1-800-421-3557 to acquire policy). The insurer must be acceptable to the Elks Lodge, in it sole discretion, and the policy must provide for at least thirty (30) days notice of cancellation or material change.**

1. **INDEMNIFICATION**

**Renter, in return for use of the Lodge facilities and other good and valuable consideration, receipt of which is hereby acknowledged, hereby agrees to indemnify and hold harmless the Elks Lodge and its officers, board of directors, staff, volunteers, employees, agents, members, and representatives from any and all claims, lawsuits, damages, losses, costs of defense or any other expenses, including but not limited to reasonable attorneys’ fees, arising out of the rental set forth herein, except if due to the gross negligence of the Lodge.**

1. **ALCOHOLIC BEVERAGES**

Elk’s Lodgesare governed by Tennessee law. All guests must be 21 years or older to consume alcoholic beverages and must have appropriate ID. **As a responsible host, we will end bar service 30 minutes prior to the end of the event.** We cannot serve alcoholic beverages to an intoxicated guest. **No outside alcoholic beverages are permitted on the premises or in the parking lot. If found, such beverages will be confiscated. All alcoholic beverages must be served by Elks Lodge personnel.** All alcoholic beverages will be provided and served by the Elks Lodge.

1. **VENUE SETUP**

Fees assessed include setting up tables and arranging chairs per your plan and returning them to their original storage after the event along with mopping of the floor and emptying of the trash receptacles. Any trash left in the hall other than in the trash receptacles will be subject to an additional cleaning fee.

1. **DECORATIONS**

All decorations are the responsibility of the Renter. Decorations are not to be attached to any walls. The use of any confetti, glitter, straw, rice, birdseed, or hay is not permitted. All decorative supplies are to be provided by the Renter. Lit candles are not allowed, but LEDs may be used. Decorations and all garbage must be removed immediately following the end of the event.

1. **OVERTIME**

Functions are to begin and end within the time period specified above. Overtime is not an option. If all guests and vendors have not departed within 30 minutes following the conclusion of the contract time, a fee of $\_\_\_\_\_\_\_\_ per hour will be charged.

1. **IX. PRE-FUNCTION PREPARATION**

If pre-function preparation is needed, it must be scheduled in advance and is subject to availability. If preparation is performed outside the normal operating hours of the Lodge a $\_\_\_\_\_\_\_\_ per hour fee will be charged.

1. **MUSIC**

Musicis to be played indoors only, absent the express permission of the Lodge. Any music or sound system will be maintained at a reasonable volume level.

1. **CHILDREN**

Children in attendance must be supervisedby the Renter or adults designated by the Renter.

1. **PROHIBITED ITEMS**

The following items are strictly prohibited from the Premises: bird seed, rice, bubbles, silly string, confetti, glitter, or any similar foreign substances. In addition, the following items are strictly prohibited from being used for any purpose: masking tape, duct tape, nails, staples or any other type of item used to secure decorations or any other accessory. Renter shall obtain prior approval of all materials to be used for affixing decorations from a Representative of this Elks Lodge. If Renter violates this policy, an additional $\_\_\_\_\_\_\_\_ fee will be imposed.

1. **PROHIBITED CONDUCT**

No immoral, profane, vulgar, indecent, or unlawful conduct shall be allowed. Profanity is not allowed. The Lodge shall have the unrestricted right to terminate any event in its sole discretion where such conduct occurs, including violation of the alcoholic beverage policy set forth above. NO FIREARMS, KNIVES, OR WEAPONS OF ANY KIND ARE ALLOWED ON THE PREMISES.

1. **NO LIABILITY**

Renter agrees that it shall not seek to hold the Elks Lodge, its officers, board of directors, staff, volunteers, employees, agents, members, and its representatives liable for any suit, actions, losses, damages, and/or expenses of any kind in connection with, arising out of, or relating to any personal injury, illness, or property damage or theft resulting from the use of any facility at the Lodge, absent the Lodge’s own gross negligence. **Absent such gross negligence, the use of the premises by Renter is at the sole risk of the Renter.** Renter avers that Renter has had full and fair opportunity to inspect the premises being rented prior to the event. The Elks Lodge is not responsible for any damage to the property of Renter or anyone associated with Renter, and Renter waives any insurance subrogation claim.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

1. **AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

1. **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

1. **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. **APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Tennessee.

**20. FINAL DECISIONS AND AUTHORITY**

Each event is different, and it is impossible to predict all situations that may arise. This Elk’s Lodge, in its sole discretion, has final authority regarding all use of any Lodge facility and any questions that may arise, including the interpretation and application of this Venue Rental Agreement.

**21. ADDITIONAL TERMS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ELKS LODGE #\_\_\_\_\_\_ RENTER**

Representative Renter

Date: Date:

**TENNESSEE ELKS LODGE VENUE RENTAL AGREEMENT**

**Cost Schedule**

|  |  |
| --- | --- |
| **HALL** |  |
| Hall Rental Fee |  |
| 0-2 Event Hours |  |
| 2-4 Event Hours |  |
| 4-6 Event Hours |  |
|  |  |
| Security Cost - $\_\_\_\_\_\_\_, over 100 guests |  |
| Hall Set Up/Cleaning Deposit - $100 min |  |
| Kitchen Use - $\_\_\_\_\_\_\_ hour X \_\_\_\_ hrs. |  |
| Kitchen occasionally shared w/Lodge caterer |  |
|  |  |
| Facility Rental Insurance: $165.00 non-member (subject to change) |  |
|  |  |
| Banquet Table Cloths: White Only |  |
| 85x85 for round tables @ $\_\_\_\_\_\_\_ ea |  |
| 52x14 for 8’ banquet @ $\_\_\_\_\_\_\_ ea |  |
| 52x69 for 4’ banquet @$\_\_\_\_\_\_\_ ea |  |
| Napkins color @.\_\_\_\_\_\_\_ each |  |
|  |  |
| **OTHER** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| SUBTOTAL |  |
| PLUS BOOKING DEPOSIT |  |
| TOTAL |  |

I have read and agree to the above policies, conditions, and pricing of this space rental contract agreement.

Name Date