



BUILDING RENTAL AGREEMENT

Augusta Scottish Rite Center
2553 Washington Rd, Augusta, GA 30904

Email: scottishrite2553@comcast.net

Telephone: Office, 706-733-5387

RENTAL AGREEMENT

Augusta Scottish Rite Center
2553 Washington Rd, Augusta, GA 30904
Email: scottishrite2553@comcast.net
Telephone: Office, 706-733-5387
Contacts: Richard Lamarre, 706-726-9855
Gregory Oblak, 706-829-1665
Will Dozier, 706-564-1804

This RENTAL AGREEMENT is made and entered into this _____ day of _____, 20____, between the AUGUSTA SCOTTISH RITE CENTER, hereinafter referred to as the ASRC, a non-profit Corporation organized and existing under the laws of the State of Georgia and having its principal office and place of business in said State and county of Richmond and _____, who is a resident of _____ County, State of _____, hereinafter referred to as the USER. The USER must be at least 21 years old and have a picture ID with name and address on the ID.

Now therefore, it is agreed between the parties, as stated above, as follows:

1. The ASRC hereby authorizes the USER to use and occupy the following facilities:
 - () Lobby, lounge, auditorium and Dining Area, \$1700.00
 - () Dining Room, \$925.00
 - () Kitchen, \$115.00
 - () Security Deposit, \$1000.00
 - () Set-up and removal of tables and chairs in Dining Area, \$150.00
 - () Cleanup of Auditorium, Dining area and Kitchen available \$225.00
 - () Minimum Rental 4 Hours
 - () Catering is available under separate contract between the USER and caterer.

2. The period of occupancy is 12 hours maximum. If the event (including Cleanup) is not finished by midnight, there will be a \$25.00 per hour charge deducted from the deposit.

3. Rental shall begin (Date)_____ (Time)_____

4. Rental shall end (Date)_____ (Time)_____ (Not Later Than Midnight)If additional time is needed for setup or decoration prior to your event and the building is available, there is no charge between 8:00 AM and 4:00 PM Monday – Friday. During any other hours, the charge is \$25.00 per hour.

5. During the event, if Alcohol is served, the event is primarily for youth ages 11 – 21 or will host more than 100 people a Richmond County Deputy Sheriff will be required The ASRC will make arrangements for the required number of Deputies, through the Richmond County Sheriff’s Office at the cost of \$22.00 per hour (Mon – Sat) (four hour minimum). Sundays and Holidays the charge is \$25.00 per hour.
The USER is responsible for the cost of security.

6. The USER assumes all responsibility for the security of the property while located in the building. All children shall be accompanied by an adult and will not be permitted to run in the building. The USER agrees that it will hold the ASRC harmless against all claims of every kind and character arising out of the occupancy of the ASRC property as described herein.

7. Security of the parking lot shall be the total responsibility of the USER.

8. FOOD or DRINK is prohibited in the Auditorium. The use of tape on walls or any other painted surfaces and the use of glitter is prohibited.

9. The USER further agrees that it will not erect any partitions or structures or make any changes to the premises during its use and at the completion of the use, the USER will leave the property in the same condition as it was when the use commenced. The USER further agrees to pay the ASRC the amount of any damages resulting to the property from the use of the premises during its occupancy.

10. The USER will, for the period of this occupancy, hold the ASRC harmless from any claim of damage from bodily injury or property damage. For this purpose, the USER’s indemnity and hold harmless obligation shall be for the benefit of the ASRC, it’s trustees, officers, agents and employees, from any claim including attorney’s fees and costs incurred as a result of any claim made or entered into by any person or corporation arising out of the USER’s occupancy of this premises. On each rental transaction made under the provisions of this agreement, the ASRC shall have the right to require the USER to provide liability insurance which shall protect the ASRC against any claim for damages for personal injury or property damage, and in this specific transaction, the ASRC hereby requires the USER to provide proof of such liability insurance in the amount of at least_____.

I will provide insurance _____

I will not provide insurance but will be responsible for the event_____

11. Tenant will reimburse Landlord and its property manager, and their respective owners, officers, directors, shareholders, affiliates, agents, employees, and representatives (collectively, "Landlord Parties") for and will indemnify, defend, and hold harmless Landlord Parties from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against, Landlord Parties arising in whole or in part out of or by reason of (i) any accident or occurrence in or on the Premises, any use of or business conducted in or on the Premises, or any hidden or apparent defect in the Premises; or (ii) any damage to or loss of any property of Tenant or any person occupying the Premises or any of their respective officers, directors, shareholders, affiliates, agents, employees, or contractors (collectively, "Tenant Parties"), whether this damage to or loss of property occurs on the Premises or on any other part of the Property; or (iii) any act, negligence, or fault of Tenant Parties, whether occurring on the Premises or on any other part of the Shopping Center. Tenant's reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, reasonable attorneys' fees, and other expenses, and will survive the expiration or other termination of this Lease.

Because of Tenant's insurance obligations under this Lease, Tenant assumes full responsibility for the condition of the Premises throughout the term, and Tenant hereby waives all rights and claims against Landlord Parties, for any and all property loss or damage occurring anywhere on the Shopping Center and any and all personal injury or death occurring in or about the Premises, except that each such person will be responsible for actual damage caused by each such person's gross negligence or intentional fault [and for personal injuries caused by each such person's negligent acts]. As part of its waiver, Tenant waives all rights and claims against Landlord Parties arising from (i) theft, vandalism, criminal acts, or lack of security (Tenant hereby acknowledges that it is solely responsible for its own security, and that neither Landlord nor its property manager is providing any security equipment, devices, or services); (ii) any acts or omissions of other tenants of the Shopping Center or any other property owned or managed by Landlord or Landlord's property manager; (iii) any freezing, bursting, or leaking of, or water otherwise coming out of pipes or sprinklers, leaks in the roof, or the lack of a sprinkler system or fire prevention system, or the failure of a sprinkler system or fire prevention system to work properly (Tenant hereby acknowledges that it has sole responsibility for insuring over loss or damage caused by malfunctions or failures to function of the sprinkler system or fire prevention system); (iv) any lack of or failure of the plumbing, heating, air conditioning, or any other mechanical system (including, but not limited to, those described in (iii) above), except for the rent abatement to which Tenant may be entitled under the circumstances described in the provisions of this Lease with respect to fire and other casualty; or (v) any failure to cause the Premises to comply with laws or otherwise to be in a condition suitable for Tenant's use. This provision and Tenant's reimbursement and indemnification obligations set out above will apply notwithstanding the fact that Landlord is the owner and landlord of the Premises [and

even if the incident that is the subject of the waiver, reimbursement, or indemnification arises from the negligence of the Landlord Parties, or any of them, or Landlord's contractors]; however, this clause will not exclude liability if the exclusion of that liability is prohibited by the laws of the state in which the Premises are located. This Section shall survive the termination of this Lease with respect to matters that occur during the term.

12. This Rental Agreement is the sole agreement between the parties and is executed in duplicate, each copy being considered an original hereof. The laws of the State of Georgia shall control with respect to the rights and duties of these parties.
13. The ASRC shall receive a security deposit in the amount of \$1000.00 and this deposit shall be refunded to the USER when upon inspection by the ASRC it is found satisfactorily cleaned and left in the same condition as the start of occupancy. If the property is not found to be cleaned and satisfactorily returned, the deposit shall be forfeited.
14. \$250.00 of the deposit fee is non-refundable should the event be cancelled within 30 days of the event for the months of June, July and August and 15 days of the event for all other months.
15. The entire rental fee must be paid 30 working days prior to the event.

In witness whereof, these parties have signed or caused their duly authorized officers to set their hands and affix their seals this _____ day of _____, 20____.

ASRC By:

(X) _____

Richard L. Lamarre

Property Manager

(706) 726-9855

scottishrite2553@comcast.net

USER By:

(X) _____

Printed Name: _____

Phone #: _____

Address: _____

E-Mail _____

TOTAL DUE: _____ Date: _____

Deposit: _____ Date: _____

Balance Due: _____ Date: _____

Payment: _____ Date: _____

Balance Due: _____ Date: _____

Payment: _____ Date: _____

Balance Due: _____ Date: _____

Payment: _____ Date: _____

Balance Due: _____ Date: _____

Payment: _____ Date: _____

Balance Due: _____ Date: _____

ATTN:

Supplies: ASRC is only responsible for providing the building, tables and seating. All other supplies are the responsibility of the USER. This includes cleaning supplies, trash bags, serving utensils, plates, cups and decorations.

Cleaning: Ensure all used items are disposed of. All trash taken out. Quick wipe of tables, sweep and spot mop if needed. Just use cold water to mop up spills.

Children: All children must be supervised by an adult. Children are not allowed to roam freely upstairs. This is for their SAFETY.

Building Manager: A building manager will be present during your event to help with any building related issues (i.e. Air/heat, plumbing, restroom supplies). They are not responsible for the security of your personal belongings, vehicles or children.

Please sign below indicating that you have read over these items and agree.(X) _____

Printed Name: _____

