

Woodland Mills LLC Event Center
Rental Agreement

1. THE PARTIES. This Facility Event Rental Agreement ("Agreement") made on _____, 20____ by and between:

Renter: _____ with a mailing address of _____ ("Renter"), and

Landlord: _____ Woodland Mills LLC. _____ with a mailing address of _____ ("Landlord").
383 Caldwell Rd Stoneboro Pa. 16153

Landlord and Renter are each referred to herein as a "Party" and, collectively, as the "Parties."

2. VENUE. The Renter agrees to temporarily rent, occupy, and make use of the Landlord's space located at:

- a.) Property Address: 3963 Hadley Rd Clarks Mills Pa 16114
- b.) Description: Venue
- c.) Use of Venue:

Hereinafter known as the "Venue."

3. RENT PERIOD . The Renter shall have access to use the Venue for:

- a.) Start Date: _____, 20____
- b.) End Date: _____, 20____
- c.) Start Time: ____:____ ☐ AM ☐ PM
- d.) End Time: ____:____ ☐ AM ☐ PM

Hereinafter known as the "Lease Period."

4. RENT. To rent the Venue, the Renter agrees to pay:

A Flat Fee. A total of \$_____.

Hereinafter known as the "Rent."

5. DEPOSIT. The Landlord requires:

Deposit. \$_____ Non-refundable
payment is required at the execution of this Agreement ("Deposit").

6. **OVERTIME.** If, for any reason, the Renter over stays the Lease Period, the Landlord shall

Charge Overtime. A fee equal to \$350.00 per hour shall be charged to the Renter for their excessive use.

7. **PAYMENT.** The Renter shall be required to pay the Rent in Full 90 Day Prior To Event

8. **METHODS OF PAYMENT.** The Landlord's acceptable methods of payment are as follows:

☐ - **Cash**

☐ - **Check**

9. **CHANGES.** Changes to this Agreement by the Renter

CANNOT be Made. Unless the Landlord grants written consent, no changes can be made to this Agreement.

10. **LATE FEES.** If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will be:

A Late Fee. The Renter will be charged \$50.00 per Day

11. **AMENITIES.** In addition to the Venue, the Landlord agrees to Provide Amenities:

Tables and Chairs

Disability/Wheelchair Access

Parking

Restrooms

12. **CLEANUP.** At the end of the Lease Period, the Renter is Responsible for Cleanup. The Venue shall be given back to the Landlord in the same condition at the start of the Lease Period. A \$500.00 Cleanup Fee will be charged if the venue is not returned in it original state. All Garbage must be remove from the venue.

13. **MAXIMUM OCCUPANCY.** At the Venue is 220 people.

14.INSURANCE. The Renter is: (check one)

☐ NOT Required to Obtain Insurance if no Alcohol is on property. The Renter shall be solely responsible for any bodily injury, property damage, or any other actions that may occur at the Venue during the Lease Period.

☐ You are Required to Obtain Insurance If there is Alcohol on the property. The Renter is required to obtain, at

their own expense, Comprehensive General Liability Insurance Policy of not less than \$2,000,000 with Host Liquor coverage for bodily injury, property damage, and contractual liability in the aggregate.

a.) Additional Insurers. The Landlord, its agents, representatives, and employees shall be named as additional insureds on this policy, and the Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage before the Lease Period begins. The policy shall provide that it cannot be canceled or materially changed without at least 5 days prior written notice to the Landlord.

b.) Primary Insurance. The Renter's policy shall be the primary to any insurance or self-insurance maintained by the Landlord.

c.) Failure to Obtain Insurance. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Landlord may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.

All Events with ALCOHOL must have RAMP CERTIFIED BARTENDERS

15.DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration. In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

16.HOLD HARMLESS. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:

a.) Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

b.) Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.

c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

17.SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

18.GOVERNING LAW. This Agreement shall be governed under the laws in the State where the Venue is located.

19.ADDITIONAL TERMS & CONDITIONS.

A \$500.00 Deposit is required for the cleanup. This fee will be returned if the venue is cleaned and no damage is done

20.ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter' s Signature: _____ Date: _____

Print Name: _____

Landlord' s Signature: _____ Date: _____

Print Name _____