



ST. FRANCIS XAVIER COUNCIL #6430

RENTAL AGREEMENT

This Rental Agreement is made this _____ day of _____, 20____, between

_____ (LESSOR) and

_____ (LESSEE).

Lessor hereby leases to the Lessee for its exclusive use subject to reasonable use of Lessor for maintenance and the kitchen area as needed for preparation of future events: social hall, restrooms, beverage room, the use of Lessor's tables and chairs, together with the non-exclusive use of the adjacent parking lot (all collectively referred to herein as the "Premises"), on the following terms and conditions:

1. RENTAL PERIOD: The rental period shall be on _____, 20____, from _____ to _____, Lessee will be given a key. Lessee will be responsible for opening, closing and locking the doors, as well as returning the key to Lessor. Turn out lights and secure building.
2. RENT: The total rent shall be _____ of which a deposit in the amount of _____ Dollars (\$_____) will be paid upon the signing of this Agreement. The balance of _____ is due by _____.
3. LESSEE'S PROHIBITED ACTIVITIES: Lessee, its invitee or license shall not:
 - (a) Engage in any conduct other than for the stated purpose in Section 5 of this Agreement;
 - (b) Permit exits, halls or passageways to become obstructed so as to interfere with the free/immediate passage of the public;
 - (c) Change any lights or lighting fixtures, without the consent of Lessor;
 - (d) Keep out of the Power Panel – All Lights are on switches; and
 - (e) Permit confetti on the Premises.
4. ALCOHOL USE: Lessee, its invitee or licensee shall comply with applicable state and federal laws regarding the use of alcohol on the Premises. Further, Lessee, its invitee or licensee agrees to indemnify and hold harmless Lessor from any and all liability, judgements, damages, fines, expenses, costs, including attorney's fees, and penalties arising on account of:
 - (a) Alcohol use by Lessee, its invitee or licensee, and
 - (b) Failure of Lessee, its invitee or licensee to comply with laws referred in this section.
5. PURPOSE FOR USE: Lessee shall only use the Premises for the following purposes:

6. CLEANUP RESPONSIBILITIES: Unless otherwise agreed to by attachment, Lessee shall:
 - (a) Return the Premises to the state of orderliness and cleanliness comparable to such conditions at the beginning of the rental period;
 - (b) Empty all trash (into outside dumpster);
 - (c) Wipe all chairs and tables off;
 - (d) Leave Premises and all fixtures and furniture in the same condition as received;
 - (e) Shall see that all patrons clear the PROPERTY;
 - (f) Clean Bathrooms.

The duties listed in this section are not exhaustive and are in addition to any Lessee duties mentioned in other sections of this Agreement and its attachments.

7. DECORATIONS: Lessee is permitted to decorate the Premises so long as such decorations do not deface, mar or injure the paint and walls of the Premises. Wall hangings are allowable so long as they comply with this section. Further, Lessee must remove decorations immediately after the completion of the rental period, unless specific permission is granted to permit such decoration to remain. No Tape on Ceiling or Walls.
8. CONDITION OF PREMISES: Lessee has inspected the Premises and found same to be suitable for its intended use, as stated in Section 5. Lessee is renting the Premises "as is" without representation or warranty as to the conditions of the Premises.
9. CANCELLATION BY LESSOR: If Lessor is forced to cancel this Agreement due to building damage, weather, Acts of God or for other reason not within its control, Lessor shall promptly refund to the Lessee all monies paid, and neither party shall have any further responsibility or liability to the other under this Agreement.
10. CANCELLATION BY LESSEE: If Lessee cancels this Agreement for whatever reason, Lessee's deposit shall be forfeited and remain with Lessor.
11. RELEASE OF LESSORS BY LESSEE: Lessee hereby represents and warrants that the Premises described herein are to be used for Lessee's personal purposes. In consideration of the ST. FRANCIS XAVIER COUNCIL #6430 allowing Lessee to use said Premises for its personal use, for itself, its heirs, successors, assigns, servants, and personal representatives, hereby:
 - (a) Lessee agrees to name as additional insured on his liability policy, a policy not less than Two Million Dollars, ST. FRANCIS XAVIER COUNCIL #6430. (Funeral and Business Entity rentals)
 - (b) Releases, waivers, discharges, and covenants not to sue ST. FRANCIS XAVIER COUNCIL #6430, its directors, officers, members, employees, successors, and assigns from any and all liability, judgments, damages, fines, expenses, cost, including attorney's fees, and penalties arising on account of:
 - (1) Injury to the person or property of the Lessee or any third person no matter whether caused by a condition of the facility, or
 - (2) Any violation of federal, state, or local law caused by the negligence or acts of any person on the Premises while the Lessee is renting, using, operating, or in possession of said Premises.
 - (c) Assumes all risk of loss associated with the use of said Premises no matter whether caused by a condition of the facility, and agrees to indemnify and hold harmless ST. FRANCIS XAVIER

COUNCIL #6430, its directors, officers, members, employees, successors, and assigns from any and all liability, judgments, damages, fines, expenses, costs, including attorney's fees, and penalties arising on account of injury to the person or property of Lessor or any person, arising out of the Lessee's and Lessee's heirs, successors, assigns, servants, and personal representatives negligence or act associated with such rental, use or possession.

(d) Lessee expressly agrees that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and that if any portion hereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect. Lessee shall provide a certificate of liability insurance to the Lessor. Lessee must notify the Hall Administrator (Lessor) named below with 48 hours of any injury or damage incurred.

12. LOST OR STOLEN PROPERTY: Lessor shall not be responsible for loss, theft, or destruction of Lessee's money or other personal property. Lessee understands that Lessor provides no security.
13. GENERAL CONDITIONS: This Agreement represents the entire agreement between parties, and neither party shall be bound by any representation not set forth herein. This Agreement shall bind the parties, their heirs, successors, personal representatives and/or assignees. Whenever used, and gender shall refer to ALL genders and singular shall refer to plural and vice versa.
14. DEPOSIT: Lessee agrees to a security deposit in the amount of (\$_____) of the hall rental. The security deposit is held and refunded only if hall is left in accordance with the terms of this Agreement.
15. MISSOURI LAW, VENUE AND JURY TRIAL: The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Missouri. Lessee agrees that venue of any action under or related to the Agreement shall be in the Circuit Court of Cole County, Missouri. Lessee further agrees to waive his/her right to a jury trial.

Lessee hereby acknowledges and warrants that Lessee has carefully read, understands, and agrees to the terms and provisions of this Agreement. Lessee hereby acknowledges and warrants that Lessee fully understands that this is a release of liability and waiver of any right to bring a legal action against the ST. FRANCIS XAVIER COUNCIL #6430, its officers, members, employees, successors, and assigns, acts arising out of or in connection with the Lessee's rental, use or possession of the Premises.

Name of Lessor - ST. FRANCIS XAVIER COUNCIL #6430

Name of Lessee/Agent

Spouse of Lessee, if applicable

Address

City State zip

Phone