**RENTAL AGREEMENT – WILLOW HAVEN EVENT CENTER**

This rental agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between Dekjo, Inc. (hereinafter known as the “owner”) whose address is 3570 West Smithville Western Road, Wooster, Ohio 44691 and telephone is 330-466-6484 /330-988-0639 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and telephone is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Premises: Owner hereby agrees to provide to the Renter under the terms and conditions set forth below, the following:
   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Describe Property) beginning at 9 am on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continuing until 12 am on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[1]](#footnote-1)
2. Payment Schedule: Upon execution of this agreement, the Renter shall pay to the Owner a deposit of 50% of the total fee due under the contract. This deposit shall be utilized to secure performance of the Renter’s obligation under the terms of this contract. The remaining balance shall be due no later than 30 days prior to the commencement of the parties’ event.
3. Cancellation: Should cancellation need to occur, Renter shall provide written notice to the Owner at the address provided or at such other address as the Owner may designate.
4. Refund: In entering into this contract, Renter acknowledges that the 50% deposit made at the point of execution is NON-REFUNDABLE. The remaining balance due under the terms of this contract will refunded (or the amount due and owing offset if not yet paid), subject to the following:
   1. If cancellation is made not less than 12 months prior to commencement of the event, a full refund/offset will be made, less the non-refundable deposit, to the extent that a new renter for the date/time can be secured. If a new renter for the date/time cannot be secured no refund will be issued.
      1. By way of example, if cancellation is made 13 months prior to the event at a stated price of $5,000.00 (for which full payment has been made), and a replacement renter is obtained, a refund will be issued in the amount of $2,500.00 ($5,000.00 less deposit)
   2. If cancellation is made less than 12 months prior to commencement of the event for which the property is rented, a refund/offset equal to 50% of the contract, less the non-refundable deposit, to the extent that a new renter for the date/time can be secured. If a new renter for the date/time cannot be secured no refund will be issued.
      1. By way of example, if cancellation is made 9 months prior to the event at a stated price of $5,000.00 (for which full payment has already been made) and a replacement renter is obtained, a refund will be issued for $1,250.00 ($5,000.00 less deposit equals $2,500.00 multiplied by 0.5 equals $1,250.00)
5. Usage: Renter shall comply with all laws applicable to its use of the premises and shall refrain from committing damage/waste to the property or excessive cleaning. Excessive cleaning fee at a minimum of $250 at Owners discretion may apply.
6. Policies: Renter acknowledges receipt of a copy of Willow Haven Event Center’s site policies and further agrees to comply with the same.
7. Alteration: Renter shall, under no circumstances, modify the existing layout of the building without the express written consent of the Owner.
8. Insurance: Renter shall be required to obtain an event insurance policy in an amount not less than 1 million/2 million aggregate to include, to the extent applicable, language related to alcohol consumption. Party shall list the Owner as a named insured and shall provide a copy of the same to the Owner not less than thirty (30) days prior to the commencement of the event.
9. Indemnity: Unless otherwise waived, Renter shall indemnify and hold owner harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of the same, resulting from:
   1. injury or death of any person(s) occurring in conjunction with the renter’s use and occupancy of the property;
   2. damage to the property occurring in conjunction with renter’s use and occupancy of the property, and;
   3. negligence or breach of this agreement (to include venue policies) by the renter and/or renter’s employees, contractors, agents or guests.
10. Force Majeure: The Owner will not be liable for any failure or delay in the performance of an obligation under this agreement due to acts outside of their reasonable control, to include, but in no way be limited to, acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, civil commotion/unrest, natural catastrophe, governmental acts or omissions, changes in laws or regulations, strikes, fire, explosion, utility outages. For purposes of avoiding doubt, this does not include a party’s financial inability to perform its obligations hereunder.
11. Assignment: Renter shall, under no circumstances, assign this agreement, in whole or in part, without the express written consent of the Owner.
12. Notices: All notices required or permitted by this agreement shall be in writing and shall be deemed to be given upon the earlier of either actual receipt at the addresses set forth below or three (3) days after mailing by certified mail, return receipt requested, addressed to the parties at the following addresses:
    1. Owner – 3570 W. Smithville Western Road, Wooster, OH 44691
    2. Renter – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
13. Quiet Enjoyment: Renter shall peaceably and quietly enjoy and possess the premises throughout the applicable term, subject only to the conditions otherwise set forth herein.
14. Miscellaneous: This agreement is the entire agreement of the parties and supersedes any prior negotiations. This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. No waiver of any provision of this lease shall be effective unless in writing and no waiver on one occasion shall constitute a waiver on any further occasion.
15. Severability: The provisions of this agreement shall be severable and the invalidity of one provision shall not affect any others.

Witness the execution of this agreement, by the undersigned parties, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

Representative, Dekjo, Inc. - Owner

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Print Name(s) – Renter(s) Signature(s) – Renter

1. Said fee does not include any applicable taxes and/or processing fees for credit card usage (3% surcharge) [↑](#footnote-ref-1)