



CROATIAN AMERICAN RADIO CLUB RENTAL AGREEMENT

AGREEMENT made this _____, by and between the Croatian American Radio Club, an Illinois nonprofit corporation (hereinafter referred to as CARC), and:

Name: (X) _____ phone number (X) _____
Legal Address: (X) _____, (hereinafter referred to as the LESSEE).

WHEREAS, CARC operates a building containing facilities appropriate for meetings, parties, banquets, and/or social events of various types and descriptions; and *WHEREAS, the LESSEE* wishes to rent the portion of CARC specifically described below; *IT IS HEREBY AGREED* between CARC and the LESSEE as follows:

1. That the following specific portions of Croatian American Radio Club Hall will be rented to the LESSEE for a 6-hour period on dates (X) _____, from the hour of (X) 5pm until (X) 11pm. At 11pm, the music stops and clean up starts. Setup time is 1 hour before 5pm and cleanup is 45 minutes after 11pm

2. That the specific portions of CARC to be rented by the LESSEE are:
(X) MAIN HALL _____

OPTIONS: INCLUDED – Patio & outside Grass, \$50 extra for kitchen area (No stove/griddle)

3. That the LESSEE shall pay to CARC the sum of (X) \$ **\$850** as a donation for a monthly membership for the use of the above stated portions of said building, payable in full in full upon signing of this contract. The LESSEE shall pay to CARC an **additional sum** of (X) \$ **\$150** as refundable cleaning deposit for the club. **"No confetti" & tables must be cleared of cake and food.** Deposit will be returned 7 to 14 days after the rental.

4. That as part of this rental agreement, that LESSEE does not in any way use the brick grill to cook or make a fire. In addition, the kitchen is NOT available without paying an extra fee.

5. That should the LESSEE provide CARC with a written notice of cancellation forty-five (45) days prior to the scheduled date of the rental, CARC shall make a partial refund (50%) of the total rental payment to the LESSEE. Refunds will be mailed back within 30 days.

No refunds shall be made within forty-five (45) days of the scheduled date of the rental. If CARC cancel the rental without notice, LESSEE will receive deposit back as a refund.

6. That the LESSEE shall assume full liability for the consequences of any events that may transpire at any function it holds at CARC Hall under the terms of this agreement; and that LESSEE should provide their own homeowner's insurance for liability; and that CARC shall not be held liable for the actions of any persons at said function of the LESSEE, nor held liable for the consequences of any events that transpire at said function.

7. That CARC is neither responsible nor liable for the safety of any attendees at any function the LESSEE holds at CARC Hall; nor is CARC responsible or liable for any injuries, including death,

that might be suffered by any attendee at any function the LESSEE holds at CARC Hall; nor is CARC responsible or liable for damages to, or theft of, the personal property of any attendee at any function the LESSEE holds at CARC Hall, including automobiles parked at CARC Hall or elsewhere on CARC property; that CARC does not provide a security staff, nor is it a bailee for the personal property of anyone.

8. That CARC is not responsible or liable for the use of alcohol at CARC Hall or upon CARC property.

9. That the LESSEE warrants that CARC Hall will not be used for underage drinking parties, and that all reasonable steps will be taken by LESSEE to ensure that minors do not drink intoxicating drinks.

10. That the LESSEE shall have the sole responsibility to ensure that the leased premises are used only for lawful purposes; and any acts done in violation of the laws of Chicago, the State of Illinois, or the United States shall constitute a default on the part of the LESSEE and could result in the premises being closed and the rent retained as payment against any liquidated damage for said breach.

11. That the LESSEE shall enforce CARC's NO smoking rules and shall insure that CARC Hall remains a smoke-free environment throughout the term of LESSEE's occupancy under the terms of this agreement.

12. That LESSEE must return all fittings and furnishings of CARC Hall to their original positions as a condition of satisfactory cleanup; that should LESSEE fail to provide satisfactory cleanup, LESSEE shall pay CARC its specified cleanup fee for the portions of CARC Hall rented.

13. That the LESSEE is liable and responsible for the full repair or replacement cost of any damage done to CARC Hall or to any other portion of the CARC premises by any guests, invitees, or attendees at any function the LESSEE holds at CARC Hall under the terms of this agreement. That the LESSEE agrees to pay such repair or replacement costs for any such damages within seven (7) days of presentation to the LESSEE by CARC of a bill for such damages.

14. That the CARC will NOT offer a refund to LESSEE and immediately terminate the event if the inside hall is above 100-person capacity or if police are called onsite

In witness whereof, the parties hereto have signed this agreement on the date above-mentioned:

CARC

(X) _____
LESSEE

INDEMNIFICATION/HOLD-HARMLESS AGREEMENT

I/WE, (X) _____, the LESSEE above named, in consideration of the use of the facilities described in the preceding agreement, do hereby agree to indemnify, and hold harmless, the Croatian American Radio Club, and all their assignees thereof, from any loss, cost, or expense in connection with our use of CARC premises, and we agree to indemnify them from any loss, cost, or expense in connection with any damages, injuries, or death arising from any activity, event, or function occurring in or about CARC consequently of, or attendant upon, our tenancy. (X) _____ LESSEE

RADIO CLUB CLEANING REQUIREMENTS

To receive the full amount of the cleaning deposit, the following criteria must be met

- The club should be as clean as you rented it.
- All tables must be wiped off from food and cake
- Tables & Chairs must be placed back in the racks
- NO ice in the front cooler
- The floor needs to be swept (especially for candy and small deserts)
- The garbage must go into the garbage cans in the alley
NOT in the Patio
- NO Confetti or leftover balloons
- Remove tape from the walls (Do not use tape that will take the paint off the wall)
- Do not remove the picture frames

In case the hall manager does not return to close the club

- Outside patio lights must be turned off
- Thermostats should be lowered during winter and raised during the summer.
- Everyone must be out of the club by 11:45 and front door locked (unless agreed to ahead of time)

**COMMUNICABLE DISEASE RELEASE OF LIABILITY AND ASSUMPTION OF RISK
AGREEMENT**

In consideration for being allowed to rent the hall for a private party, I, the undersigned, acknowledge and agree as follows:

There is an ongoing pandemic of COVID-19, a contagious virus which may cause severe illness, other adverse medical reactions, quarantine requirements, transmission to friends and/or family, and/or death in addition to other adverse results, the scope of which may not be fully understood given that COVID-19 is a novel virus and has not yet been fully evaluated by the medical community ("Virus Risks"). COVID-19 is believed to spread mainly from person-to-person contact, aerosol droplets, and through surfaces, and it may be spread by individuals who are pre-symptomatic or asymptomatic.

I agree to assume full responsibility for any resulting Virus Risks, whether they be known or unknown.

I agree that I will maintain a private gathering of no more than 50 to 100 people inside the Croatian American Radio Club with social distancing as per protocols ("Protocols") in consultation with medical consultants designed to reduce the Virus Risks; however, significant Virus Risk remains despite the Protocols.

I agree to strictly comply with the Protocols. I, for myself and on behalf of my guests, heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS CROATIAN AMERICAN RADIO CLUB** and their directors, officers, officials, agents and/or employees, associated personnel, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** that I or a third party may suffer as a result of the Virus Risks, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Renter's Signature X _____

Renter's Printed Name _____

Date _____