

ASTER HOUSE EVENT SPACE RENTAL AGREEMENT

OWNER: S&J Properties of Watertown, LLC RENTER:

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EVENT DATE: \_\_\_\_\_ START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

EVENT DESCRIPTION:

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TERMS:

Renter wishes to use Owner's space on the date and times and for the purpose set forth above (the "Event"). In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Space Rental. Owner grants Renter a limited and revocable license (the "License") to use its special events room at 170 Court St. Watertown, NY 13601 (the "Space"). The License permits Renter to use the Space only on the Event Date, between the specified start and end times, and only for the purposes described above.

2. Renter shall not have access to the Space at any time other than during these hours on the Event Date unless Renter receives prior written permission from Owner.

3. Fees. Renter shall pay to Owner a total fee of **\$ (the "Rental Fee")** for the use of the Space. Included in the total Rental Fee shall be a deposit of **\$ (the "Deposit")**, to be paid to Owner upon execution of this Agreement. Owner shall have no obligations to Renter under this Agreement until the Event is paid in full.

***4. Cancellations. If Renter cancels the reservation for the Event 60 days or more before the Event Date, Owner may offer the Renter a credit on the Rental Fee including deposit. If Renter cancels the reservation for the Event within 59 days of the Event Date, Owner may offer the Renter a credit on the rental fee, not including deposit, at Owner's discretion and it must be used within 180 days.***

***Owner shall not cancel this reservation except for reasons beyond its control, in which case Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.***

5. Condition of Premises. The Space is provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. The Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear and shall be required to arrange for the repair of any such damage. If Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at

Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

6. Additional Services. Owner shall provide to Renter additional services identified below (the "Additional Services", select all that apply) in connection with the rental of the Space under this Agreement:

\_\_\_ BARISTA FEE FOR AFTER-HOURS EVENTS @ \$50/hour \_\_\_

A/V FEE of \_\_\_\_\_ to include:

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

FOOD & BEVERAGE FEE of \_\_\_\_\_, to include:

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

Fees identified above for additional services shall be treated as part of the Rental Fee, and all provisions set forth above regarding the Rental Fee shall apply to these fees for additional services.

7. Right of Entry. Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

8. Indemnification. Renter hereby indemnifies and holds harmless Owner, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

9. Compliance with Laws. Renter shall obtain and maintain any insurances, necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 8 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Owner, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising

out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

10. Assignment. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party

11. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Indiana, without regard to conflicts of law principles.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

13. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows: If to Renter:

\_\_\_\_\_ If to Owner: S&J Properties of Watertown, LLC.

15. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between Renter and Owner and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

RENTER Signature Print Name Title \_\_\_\_\_

OWNER Signature Print Name Title \_\_\_\_\_