



# JUNIOR LEAGUE OF FORT SMITH

## MARBLE HALL FACILITY RENTAL AGREEMENT

311 Garrison Avenue  
Fort Smith, Arkansas

This Rental Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Junior League of Fort Smith, hereinafter called the Lessor, and the Lessee listed above.

Event Date: \_\_\_\_\_

Event Begins: \_\_\_\_\_

Setup Time: \_\_\_\_\_

Event Ends: \_\_\_\_\_

Clean Up Time: \_\_\_\_\_

**Total Hours Rented:** \_\_\_\_\_

**1. Rented Premises:**

If Lessee occupies any areas beyond those set forth herein, Lessor, in its sole and absolute discretion may cancel this Agreement and use the deposit to cover a rental fee of those areas not covered by this Agreement, or charge a rental fee, cleaning fee, security fee, and all other applicable charges for occupying other areas of the premises, or both.

**2. Rental Charge:** Lessee agrees to pay Lessor a rental fee of \$ \_\_\_\_\_ to include use of the following facilities: \_\_\_\_\_ in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference. Lessor expects the following estimated attendance: \_\_\_\_\_ people.

**3. Deposit:** A deposit of \$ \_\_\_\_\_ is due at the time this Agreement is executed by the Lessor’s representative and Lessee. Lessor may use the deposit to cover any damages, excessive janitorial expenses, or any other fees, including payment of security and fire false alarm fees, that may be necessary following Lessee’s rentals at the sole and absolute discretion of Lessor. The deposit will be maintained by the Lessor throughout this entire Agreement. This deposit is nonrefundable if the Lessee cancels this Agreement except as provided in paragraph 4. If there has been no damage to the facility and no excessive cleaning required, the deposit will be refunded within fourteen (14) days of the date of the rental under this Agreement. The deposit is due at the time that this Agreement is executed by Lessor and Lessee.

**5. Security:** Lessor does not guarantee the security of the Lessee, Lessee’s guests, or Lessee’s equipment, merchandise, etc. at any time. Lessee may request security personnel for an additional fee upon written request to the Junior League President at least three (3) weeks prior to each rental. **LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY CLAIM, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM THE ACTIONS OR INACTIONS OF ANY SECURITY GUARD**

PROVIDED. Lessor reserves the right to require a security guard (s) for any event in the sole and absolute discretion of the Lessor.

4. Prepayment of Rental Fee: A full rental fee (in addition to the deposit being held in reserve) is due one (1) week prior to the rental event date, i.e., on or before \_\_\_\_\_. If the full fee is not received by this date, then this Agreement will be considered null and void, and the full deposit will be forfeited. If the Lessee cancels the event within two (2) weeks prior to the event date after payment of the full fee, the entire fee will be forfeited, but the deposit will be returned unless it is needed for any additional fees that have not been paid or for any damages.

6. Food and/or Drink: All serving of food or drink and caterers must be pre-approved by the Junior League President or other designated representative.

7. Use of Premises: Lessee agrees to use the leased premises for the purpose of a \_\_\_\_\_ and for no other purpose without the prior written consent of the Lessor. Lessee agrees that at the expiration of the rental term stated above, or any extension thereof, peaceable possession of the premises shall be returned to Lessor in as good a condition as when Lessee takes possession. Lessee agrees to abide by the Headquarters Rules, attached hereto as Exhibit B and incorporated herein by reference. Lessee is responsible for any damages to the premises, including any damages or citations resulting from a failure to comply with the capacity limits.

8. Utilities and Repairs: Lessor shall take all reasonable steps to attempt to furnish heating, cooling, water, and power, keep the premises in good repair, and maintain the premises in the condition, quality, and class equal to its condition on the date of execution of this Agreement. If, in the sole and absolute discretion of Lessor, the premises are not in a condition suitable for the event, the Lessor may cancel the event and refund the rental fee and deposit to Lessee. If Lessor cancels an event for this reason, the Lessee's sole and absolute remedy is the refund of the rental fee and deposit. Lessee shall hold Lessor harmless for any and all other damages, costs, or liability arising from the cancellation of the event.

9. Default: Lessee shall be in default under the provisions of this Agreement upon the happening of any of the following events or conditions:

1. Failure to pay any amount that becomes due under this Agreement;
2. Should the Lessee become insolvent, or become bankrupt, either voluntary or involuntary, or make any assignment for the benefit of creditors, or if a receiver be appointed for the benefit of Lessee's creditors, or if a receiver be appointed for Lessee to take charge of and manage Lessee's affairs, or if any levy of execution against the Lessee remains unsatisfied for a period of ten days from and after the levy of the same; and
3. Breach of any of the agreements, covenants, or representations herein, including all attachments.

10. Remedies in the Event of Default: In the event of a default by Lessee, during the term hereof, Lessor may, at Lessor's option:

1. Retain deposit as liquidated damages;
2. Retain the full rental fee; or
3. Declare this Agreement thereupon terminated.

No delay in or failure to exercise any of the options herein granted to Lessor by reason of a default shall be a waiver thereof, and the waiver on one occasion of a default shall not be deemed a waiver of Lessor's right to exercise its remedies by reason of the same or a similar default at any later occasion. All rights and

remedies under this Agreement are cumulative, and the exercise by Lessor of one remedy shall not preclude the exercise of any other remedy at law, equity, or under the terms of this Agreement.

11. Indemnification by Lessee: By signing this Agreement, and by using the premises, whether or not this Agreement is properly signed or signed by an authorized person, Lessee hereby agrees to indemnify the Lessor and hold the Lessor harmless against and with respect to any damage, liability, deficiency, loss, cost, expense or claim arising out of or resulting from:

- A. Any breach by Lessee of any representation, warranty or covenant of Lessee stated herein or in any written instrument delivered by Lessor to the Lessee;
- B. The non-fulfillment of any agreement or undertaking of Lessee contained in this Agreement;
- C. Any damage to persons or property or loss occurring in connection with or as a result of the use of the premises by Lessee; and/or
- D. All reasonable costs and expenses (including reasonable attorney's fees) incurred by the Lessor in connection with any action, suit proceeding, demand, assessment or judgment related to the enforcement of this Agreement, incident to any of the matters indemnified against in this Agreement and/or otherwise related to Lessee's use of the premises.

12. Common Areas: All common areas that Lessor provides shall be for the joint use of Lessor, Lessee, other tenants of Lessor, customers, invitees and employees of Lessor, and guests of Lessee. The use of common areas shall be subject to reasonable regulations or limitation as Lessor shall make or require from time to time

13. Other Conditions/Obligations: It is further agreed between the parties herein as follows:

1. The Lessee shall pay for all damages to any part of the described premises or other areas of the building occurring through the actions or negligence of the Lessee, its agents, employees or guests. This includes any damages done to walls, floors, chandelier or other fixtures etc. by members of the wedding party, guests or vendors associated with the event will be charged to the Lessee. In the event a dispute arises as to the responsibility for any damage, Lessor, in its sole and absolute discretion, shall apportion the costs of repairing such damage to the Lessee or Lessees who had access to the premises and are more than likely to have caused the damage.
2. The Lessee shall be responsible for the collection of trash in suitable trash bags or other containers and shall deposit such trash bags or other containers in the place designated by Lessor.
3. Lessee shall exonerate, protect and indemnify Lessor from and against any and all losses, claims and actions that arise and grow out of any injury to or death of persons, and damage to property, in or upon the portion of the premises used by the Lessee, except losses, claims or actions arising out of negligent acts or omissions of the Lessor, or its representatives.
4. Any band, musical group or other third party contracted by the Lessee must remove all its equipment, sound systems, and/or instruments from the building during the Lessee's check-out time. If this is impossible, then prior arrangements in writing must be made with the Lessor's representative for the removal of its items at a time and date when the building is routinely open for the transaction of its business. Use of fog machines is strictly prohibited.

15. Alarm: Lessee agrees to pay any fine imposed on the Junior League of Fort Smith for any false alarm calls due to the acts, omissions, or negligence of the Lessee, its agents, employees or guests. Representatives for Lessor will handle arming and disarming the building's alarm for each rental.

16. Binding Effect: This Agreement shall be binding upon the parties hereto and upon their personal representatives, heirs, successors and assigns, and it shall be governed under the laws of the State of Arkansas.

17. Complete Agreement: This Agreement, the attached fee schedule, Club Rules, and capacity limits constitute the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by both parties.

18. Assignment/Sublease: Lessee shall not assign this Agreement or sublet any portion of the premises without the prior written consent of the Junior League President. Any assignment of this Agreement or sublease of the premises shall not release the Lessee from liability for any of the provisions contained herein.

19. Arbitration: Any dispute or controversy between the parties arising out of or otherwise relating to this Agreement shall be settled by arbitration to be held in Fort Smith Arkansas in accordance with the rules then in effect of the American Arbitration Association or its successor. The arbitrator may grant injunctions or other relief in such dispute or controversy, and the decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the state courts of Arkansas in Pulaski County for this purpose. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Arkansas.

20. The Lessor reserves the right to refuse rental for any reason.

21. Unenforceable Provisions: If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

Lessor: Junior League of Fort Smith

Lessee: \_\_\_\_\_

\_\_\_\_\_  
Signature of Lessor's Representative

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Printed Name of Lessor's Representative

\_\_\_\_\_  
Printed Name of Lessee