

EVENT SPACE RENTAL AGREEMENT FOR
WINSTON-SALEM ELKS LODGE #449

Event Date: _____ Event Hours: _____
Type of Event: _____
Number of Guests: _____ (maximum capacity = 200 people)
Service of alcoholic beverages: ___ YES ___ NO
Contact Person (Renter Name): _____
Address: _____
Primary Phone: _____
Email Address: _____

NOTE: Rental time is based on six (6) hours, which is inclusive of load-in and load-out times. Additional time, if needed or requested, is subject to additional fees of \$100 per hour.

A signed contract, reservation deposit (\$300.00) and security deposit (\$300.00) must be received to reserve your date and times

- The balance of your space rental fee is due thirty (30) days prior to your event.

Payments should be made to the Winston-Salem Elks Lodge #449. Cash, check and major credit cards are accepted. A CREDIT CARD AUTHORIZATION FORM is located on the last page of this contract. A \$30 fee will be charged for any returned check.

Renter will receive a 100% refund of all fees paid if Renter cancels the reservation up to sixty (60) days prior to the event. No fees will be refunded if the event is cancelled within 60 days of an event.

Acknowledged, Agreed and Authorized by Primary Contact/Renter:

_____ Date: _____

Acknowledged and Agreed by Winston-Salem Elks Lodge #449:

_____ Date: _____

AGREEMENT

1. **Facility Rental.** The basic rental fee covers the use of the Event Space, which is confined to the second floor of the Winston-Salem Elks Lodge #449 ("Lessor"). Renter shall use the Event Space only for the purposes stated herein. Renter, renter's guests, and independent service providers (e.g., caterers, bands, etc.) are not permitted in any other part of the facility unless accompanied by a current member of the Winston-Salem Elks Lodge #449. Rental fee includes chairs, tables (max 20, 60"-round; max 10, 6' rectangular), white tablecloths and Special Event Liability Insurance.

2. **Facility Reservation.** One signed copy of this Rental Agreement, reservation fee and security deposit must be returned to secure rental of the facility. RENTER UNDERSTANDS THAT THE EVENT SPACE OF WINSTON-SALEM ELKS LODGE WILL NOT BE RESERVED UNTIL PAYMENT OF THESE FEES HAS BEEN RECEIVED BY LESSOR.

3. **Rental Fees.** Renter shall pay Lessor a total fee (the "Rental Fees") for the use of the Space in accordance with the fee terms set out in Schedule A, which is attached hereto. Rental time is based on six (6) hours, which is inclusive of load-in and load-out times. Additional time, if needed or requested, is subject to additional fees of \$300 per hour. All events must conclude before midnight. The Rental Fee is due in full at least 30 days prior to the event date ("Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Lessor shall have the right to revoke the reservation and retain the full amount of any fees paid.

3. **Security Deposit.** The Security Deposit will be refunded within 15 days after conclusion of the event, unless the Event Space is not left in the same or similar condition in which it was found. In the event that repair and/or excessive cleaning are needed, the Security Deposit will be applied to these costs, and Renter will be responsible for any deficiencies.

4. **Cancellation.** Any cancellations by Renter will result in forfeiture of the Reservation Fee, and depending upon the time of the cancellation, may also result in forfeiture of any Rental Fees paid and the Security Deposit. If Renter cancels the reservation for the Event within 60 days of the Event, Lessor shall be entitled to retain any fees, including the security deposit and Reservation Fee, paid to Lessor. If an additional date is desired, an additional reservation fee (\$300) will be required to reserve your new date.

5. **Terms and Conditions of Rental.**

A. The Event Space shall be provided as-is, and Lessor makes no warranty to Renter regarding the suitability of the Event Space for Renter's intended use.

- (i) Renter shall leave the Event Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Event Space beyond ordinary wear and tear. Renter shall reimburse Lessor for any repairs within 30 days of the receipt of Lessor's written request for reimbursement.

- (ii) Smoking is prohibited inside the facility and on the outside wooden deck. Smoking is allowed only in the front parking lot. All extinguished cigarette butts must be disposed in the containers provided.
- (iii) No animals, with the exception of service animals, are permitted in the Event Space.
- (iv) The parking lot, sidewalks, corridors, exits, entrances, stairways and ramps of the facility shall remain unobstructed and shall not be used by the Renter or the renter's guests, employees, agents, or hired independent service providers for any purpose other than for ingress and egress to the facility.

B. **Site Decoration.** The WS Elks Lodge wants to make every event here a special and welcoming experience. Therefore, every effort will be made to allow Renter to prepare decorations that reflect their creative requirements. Decorating for the scheduled event may be performed between 2 and 9 pm on the evening prior to the event if the Event Space is available, or at another pre-arranged time if possible.

- (i) No heavy furniture or other objects shall be moved over the floors, halls, landings or stairs.
- (ii) Renter shall not use glitter, confetti, rice or bird seed.
- (iii) No staples, tape, pins or signs are allowed on any wall. No spikes, hooks, nails, thumbtacks, screws, etc., shall be inserted in the walls, floor or woodwork. No signs, placards, pictures, symbols, mark advertisements, name or notices will be inscribed, displayed, printed, placed or affixed on or to any part of the outside or inside of the facility.
- (iv) All decorations must be non-flammable.
- (v) The use of candles is prohibited.

Any damage or excessive clean-up will be charged to Renter after the event.

6. **Independent Service Providers**

A. **Caterers.** WS Elks Lodge does not furnish catering services. A catering preparation room is available for the service of catered and prepared foods only. The preparation room does not include kitchen appliances or clean-up facilities. The caterer may serve non-alcoholic beverages, such as tea, water, and coffee. No food service appliances of any type may be brought into the facility.

B. **Bands, Photographers, and all other Independent Service Providers.** Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents 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 any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.

7. **Sale and Service of Alcoholic Beverages.**

A. **Exclusive Right.** Winston-Salem Elks Lodge is the only entity allowed to provide alcohol at events held in the Event Space. The service of alcoholic beverages must be pre-arranged through the Winston-Salem Elks Lodge, who shall ensure that all laws and regulations

concerning the serving of alcohol are followed. The possession or consumption of outside alcohol by the Renter, Renter's guests, agents or independent service providers is forbidden on the premises of the Winston-Salem Elks Lodge. Violation of this provision will terminate this Agreement and result in immediate removal of the Renter, guests, employees, agents, and hired independent service providers from the premises.

8. Indemnification.

Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents 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 Event Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Event Space, regardless of the cause of such damage or injury. Furthermore, Renter hereby indemnifies and holds harmless the Elks National Foundation, the Winston-Salem Elks Lodge, its employees, officers, directors, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or injury caused to any person (including death) caused by Renter's use of the Event Space, including any acts or omissions on the part of the Renter, its employees, officers, directors, independent contractors, or other agent.

In no event will the Winston-Salem Elks Lodge be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Event Space rendered under this Agreement.

9. Permitted Use.

Renter is authorized pursuant to this agreement to use the Event Space to hold the Event, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Event Space in any manner that may render the insurance for the Event Space or upon any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Event Space or any other of Lessor's property.

10. Insurance.

Special Event Liability Insurance is required of ALL renters, and purchase of this insurance is included in the rental fee.

11. Compliance with Laws.

Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Event Space according to the permitted uses set forth in this Agreement in a lawful manner. Renter shall not use the Event Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, 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 Event Space.

12. Force Majeure

In the event that Lessor is unable, for reasons beyond its control, to make the Event Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date") at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Lessor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Lessor cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Lessor shall refund to Renter the full amount of the Rental Fee (including the full Security Deposit). In neither case shall Lessor be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section.

13. Revocation.

Lessor shall have the right to revoke Renter's license to rent the Event Space at any time prior to the Event Date, provided it provides Renter prior written notice of revocation. Lessor's right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Event Space is being rented for a purpose that Lessor subjectively finds inappropriate. In the event that Lessor revokes the Renter's license to rent the Event Space prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Lessor shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Security Deposit.

14. Assignment.

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

15. Governing Law and Jurisdiction.

This Agreement is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in Forsyth County, North Carolina.

16. 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.

17. 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.

18. Entire Agreement.

This Agreement constitutes the entire agreement between Renter and Lessor, 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 the day and year first written below.

Signature of RENTER

Date

Signature of LESSOR
Winston-Salem Elks Lodge #449
Authorized Representative

Date