

Junior League of Little Rock
401 Scott Street, Little Rock, AR 72201
(501) 375-5557

RENTAL AGREEMENT

Lessee's Name _____

Company _____

Address _____ City _____ State _____ Zip _____

Daytime Phone # _____ Evening Phone # _____ Email Address _____

This Rental Agreement ("Agreement") is made this _____ day of _____, 200____, between the Junior League of Little Rock, hereinafter called the Lessor, and the Lessee listed above. The rental shall commence on (date of event) _____, 20____ and shall extend for a period of _____ hours, starting at _____ (a.m. or p.m.) and ending at _____ (a.m. or p.m.) with _____ hour (s) setup from _____ to _____ and clean up from _____ to _____.

1. **Rented Premises:** Lessee agrees to occupy only the areas set forth herein _____. If Lessee occupies any areas in addition to that 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 \$ _____ plus a security fee of _____, a cleaning fee of _____ and such other charges as may be applicable per rental in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference.

3. **Deposit:** A deposit of \$ _____ (equal to 50% of the rental fee) 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 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 the deposit is not needed as specified, it will be refunded within thirty (30) days of the final rental under this Agreement. **The deposit is due at the time that this Agreement is executed by Lessor and Lessee.**

4. **Prepayment of Rental Fee:** A full rental fee (in addition to the deposit being held in reserve) is due two (2) weeks 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 the 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. _____

Initials.

5. **Security:** The Lessor will provide a security guard for all events held in the ballroom and any other event not to be concluded by 5 p.m. For any events for which security is required or requested, the Lessee agrees to pay a security guard fee of \$25.00/hour, payable in conjunction with the full rental fee two (2) weeks prior to the rental date. Lessor does not guarantee the security of the Lessee, Lessee's guests, or Lessee's equipment, merchandise, etc. at any time. Lessee may request additional security personnel for an additional fee upon written request to the Rental Manager at least two (2) 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. _____ **Initials.**

6. **Food and/or Drink:** All serving of food or drink must be pre-approved by the Lessor's Rental Manager 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 Club Rules, attached hereto as Exhibit B and incorporated herein by reference. Lessee also agrees to adhere to the capacity guidelines attached hereto as Exhibit C 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:

- A. Failure to pay any amount that becomes due under this Agreement;
- B. 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
- C. 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:

- A. Retain deposit as liquidated damages;
- B. Retain the full rental fee;
- C. Collect a late payment fee of 10% per week or any part thereof that rental is past-due plus interest at ten and one-quarter percent (10.25%) or the highest rate allowed by law whichever is less;
- D. Accelerate all rental fees causing all rental fees to become immediately due and payable; or
- E. 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. **Insurance:** Each party shall be responsible for all insurance on its own property. Lessee must provide a copy of its homeowners' policy or umbrella liability policy with \$300,000 in liability insurance with the signed Agreement. _____ **Initial.**

13. **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.

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

- a. 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. 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.
- b. 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.
- c. 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.
- d. 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. _____ **Initial.**

15. **Alarm:** Lessee agrees to pay any fine imposed on the Junior League of Little Rock pursuant to the False Alarm Reduction Ordinance (Little Rock Ordinance No. 19, 331) due to the acts, omissions, or negligence of the Lessee, its agents, employees or guests.

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. _____ **Initial.**

18. **Assignment/Sublease:** Lessee shall not assign this Agreement or sublet any portion of the premises without the prior written consent of the Rental Manager. 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 Little Rock, 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 for this purpose.

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

Lessor: **Junior League of Little Rock**

Lessee:

Signature of Lessor's Representative

Signature of Lessee's Representative

Printed Name of Lessor's Representative

Printed Name

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Exhibit A – Fee Schedule – Effective February 1, 2008

<u>Room</u>	<u>Fee</u>	<u>Hours</u>
<u>Ballroom</u>	\$1200	3 hours (includes 2 hr. set-up & 1 hr. clean-up)
	\$100	Per additional hour of event
	\$50	Per additional hour of set-up/clean-up
<u>Banquet Room</u>	\$350	2 hours (includes 2 hr. set-up & 1 hr. clean-up)
	\$100	Per additional hour of event
	\$50	Per additional hour of set-up/clean-up
<u>Crystal Room</u>	\$350	2 hours (includes 2 hr. set-up & 1 hr. clean-up)
	\$50	Per additional hour of event
	\$30	Per additional hour of set-up/clean-up
<u>South Parlor, North Meeting Room or Board Room</u>	\$100	2 hours (includes 1 hr. set-up & 1 hr. clean-up)
<u>(Weekend/Evening rate)</u>	\$65	Per additional hour of event
	\$30	Per additional hour of set-up/clean-up
<u>South Parlor, North Meeting Room or Board Room</u>	\$65	2 hours (includes 1 hr. of set-up & 1 hr. clean-up)
<u>(Business Hours rate -</u>	\$30	Per additional hour of event
<u>Mon.-Fri. 8:30 a.m. – 3:30 p.m.)</u>	\$20	Per additional hour of set-up/clean-up

Additional Charges

Clean-up fees - Required

Ballroom	\$175	(\$150 if you stack chairs in a stack of 10)
Banquet Room	\$100	(\$75 if you stack chairs in a stack of 10)
Crystal Room	\$55	
Other rooms	\$50	

Security – Required for Ballroom Rental and Any Weekend / Evening Event

Security guard \$25/hour/security guard

Lessee is required to have one security guard for any ballroom rental and for all evening events. The security guard will be arranged by the JLLR. Lessee may choose to hire additional guards at the lessee's expense, which must be arranged by the JLLR no later than 1 week prior to the event.

Piano Tuning Fee – Required if Used \$75

Lessee must pay this fee if the piano is used for an event.

Podium Fee – Required if Used \$25

Coat Check (Optional) \$15/hour

Unscheduled hours for check-in/check-out \$150/hour

Rates are subject to change.

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Exhibit B - Club Rules

1. The facility will open and close for lessees according to the contracted hours for setup, rental time and checkout. Unscheduled overtime is \$150 per hour.
2. No decorations may be attached to the walls, woodwork, or ceilings, and all decorations must be approved in advance by the Rental Manager.
3. No tables, chairs or any other furniture or equipment shall be dragged up and down the stairs and/or across the floors. Lessee will be charged for any damages to the building in an amount to be determined by the JLLR.
4. Only dripless candles or candles in containers may be used with the approval of the Rental Manager.
5. Any bar must close and any alcoholic beverages must be secured no later than 15 minutes prior to the ending time of the event. Any band or other entertainment must also stop no later than 15 minutes prior to the ending time of the event.
6. A representative of the JLLR must be present during the rental of the facility by non-members.
7. Smoking is prohibited on the premises. Lessee will be subject to an additional charge if he/she and/or his/her guests, employees or agents smoke in the building.
8. No items, e.g., rice, birdseed, confetti, glitter, rose petals, or sparklers may be used on the premises.
9. No verbal agreements will be honored. Any addendum to the Agreement must be made in writing.
10. A bartender and/or paid server must be used if serving alcohol and food must be provided.
11. A licensed caterer must be used if food is served.
12. The Lessor is not responsible for personal property and equipment brought onto the property by the Lessee and/or his/her agents, employees or guests.
13. The Lessee is responsible for moving in and removing all equipment and/or other items from the premises.
14. The Rental Agreement must be executed by the Lessor and Lessee AND the deposit received in order to reserve a date. No date will be held without the executed Rental Agreement and the deposit.
15. The rental time may not exceed 12 midnight except on special occasions, e.g., New Year's Eve.
16. The Lessee is responsible for his/her guests, employees and agents and their observance of all rules and regulations specified by the Lessor.
17. No access will be granted to the balcony overlooking the Ballroom or to the porch overlooking Scott Street.
18. Not abiding by the club rules could result in loss of deposit.
19. All chairs used must be stacked in a stack of 10 in order to receive the reduced cleaning fee charge.

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Exhibit C – Room Capacity

ROOM	SIZE	SQ. FT.	GUESTS SEATED AT TABLES	GUESTS STANDING	GUESTS SEATED IN ROWS
Board Room	20' X 38'	760	30	n/a	n/a
North Meeting Room	18' X 25'	450	15	25	n/a
Banquet Hall	24' X 50'	1200	80	145	120
Crystal Room	30' X 24'	720	30	n/a	n/a
Ballroom	50' X 80'	4000	220	377	350
Past President's Parlor	19' X 21'	399	8	20	n/a