#### JUNIOR LEAGUE OF LITTLE ROCK 401 SCOTT STREET, LITTLE ROCK, AR 72201 (501) 375-5557

## RENTAL AGREEMENT

Lessee's Name					
Company					
Address	Ci	ty	State	Zip	
Daytime Phone #	Evening Phone #	Email Ac	ddress		
This Rental Agreement ("Agr League of Little Rock, hereina Event Date: Setup: Event Begins: Event Ends: Clean Up: Total Hours Rented:	toa.m./p.ma.m./p.ma.m./p.m.	e Lessee listed aboa.m./ p.m.	ove.	, 20, b	etween the Junior
If Lessee occupies any areas ir Agreement and use the deposit cleaning fee, security fee, and	to cover a rental fee of those all other applicable charges f see agrees to pay Lessor a re	ein, Lessor, in its se areas not covered for occupying other ental fee of \$	sole and absord by this Agre r areas of the	lute discretion ement, or cha premises, or l d such other of	n may cancel this arge a rental fee, both.  charges as may be
3. <u>Deposit:</u> A deposit representative and Lessee. Le fees, including payment of sec and absolute discretion of Les deposit is nonrefundable if the needed as specified, it will be due at the time that this Agree	eurity and fire false alarm fer sor. The deposit will be made the Lessee cancels this Agreed refunded within thirty (30)	cover any damages es,that may be nec intained by the Le ment except as pro days of the final r	es, excessive j cessary follow essor througho ovided in par	anitorial expering Lessee's put this entire agraph 4. If	enses, or any other rentals at the sole Agreement. This the deposit is not
4. Prepayment of Rents weeks prior to the rental even then this Agreement will be co within the two (2) weeks prio deposit will be returned unless Initials.	nsidered null and void, and to or to the event date after pa	he full deposit will yment of the full	If the full factorial is a constant of the forfeited. fee, the entire	fee is not reco If the Lesse re fee will be	eived by this date, e cancels the event e forfeited, but the
5. <b>Security:</b> The Lessor be concluded by 5 p.m. Less	will provide security guards or does not guarantee the se				

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. <u>Food and/or Drink:</u> All serving of food or drink must be pre-approved by the Lessor's Rental Manager or other designated representative. Only Caterers pre-approved by Lessor's Rental Manager may be used by Lessee. It is the Lessee's responsibility to provide Lessor with Caterer's Business License, Health Department Certificate and General Liability Insurance Policy of \$1,000,000.00. Caterer must sign Kitchen Use Policy and Contract prior to event.
- 7. <u>Use of Premises:</u> 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. <u>Utilities and Repairs:</u> 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. **<u>Default:</u>** 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. <u>Indemnification by Lessee:</u> 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. <u>Insurance:</u> 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 **thirty (30) days prior** to the scheduled event. The Junior League of Little Rock must be named as a certificate holder of the policy and listed as an additional insured on the policy. <u>Initial</u>.
- 13. <u>Common Areas:</u> 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. 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.
  - 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. Use of fog machines is strictly prohibited.

Initial.

- 15. <u>Alarm:</u> 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. <u>Complete Agreement:</u> 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. <u>Assignment/Sublease:</u> 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 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. <u>Unenforceable Provisions</u>: 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 Little Rock	Lessee:		
Signature of Lessor's Representative	Signature of Lessee's Representative	_	
Printed Name of Lessor's Representative	Printed Name	_	



Junior League of Little Rock 401 Scott Street, Little Rock, AR 72201 501.375.5557 <u>illr.org</u>

# Exhibit A – Fee Schedule – Effective June 1, 2017 Rates are subject to change

Room	Fee	Hours
Ballroom (Note: Ballroom rental includes use of kitchen)	\$2,300 \$225 \$1,450	6 hours Per additional hour of event Daytime Rental - M-F 8:30 a.m2:30 p.m.
Banquet Room (Note: Banquet Room rental includes use of kitchen)	\$850 \$200 \$420	6 hours Per additional hour of event Daytime Rental - M-F 8:30 a.m2:30 p.m.
Crystal Room (Note: Crystal Room rental includes use of kitchen)	\$600 \$135 \$420	4 hours Per additional hour of event Daytime Rental – M-F 8:30a.m2:30 p.m.
South Parlor, North Meeting Room or Boardroom (Note: Meeting Room rental does NOT include use of kitchen)	\$120 \$60	2 hours Per additional hour of event
Kitchen Only (No additional room rental)	\$600 \$135 \$420	3 hours Per additional hour of event Daytime Rental – M-F 8:30 a.m. – 2:30 p.m.
Portrait Only	\$150	2 hours – included in Ballroom and Banquet Room Rentals

### **Costs Include:**

- Table and chair setup and post-event cleaning/building reset
- Two certified law enforcement officers (off-duty LRPD officers) for all weekend and evening events

#### **Additional Room Rental Discount:**

 When one room is rented for an evening event, each additional room of lesser value shall be charged at daytime rates

Additional Charges:				
Piano	\$75	Fee required for piano to be made available for use during event. Fee covers relocation and professional tuning of piano.		
Podium	\$25	Fee required for podium use.		
Screen in Ballroom	\$30	Fee required for ballroom screen use.		
Stage (4 sections) for performers, speakers, etc. Not to be used as a dance floor.	\$50 per section	Fee required for use of stage during event. Stage can be seup in the following configurations.		
dance noor.		Using 2 sections:       Using 3 sections:       Using 4 sections:         5' x 5'       \$100       5' x 7'6"       \$150       10' x 7'6"       \$200         10' x 5'       \$200       7'6" x 5'       \$200		

Note: JLLR does not provide staff for a coat check.

Rates for New Year's Day and New Year's Eve will be higher than rates quoted above

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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 amount specified in Exhibit A Fee Schedule.
- 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 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, bubbles, confetti, glitter, rose petals, fog machines or sparklers may be used on the premises.
- 9. Bouquets may only be "tossed or thrown" from the stairway or other areas of the building (front steps etc.). Bouquets may not be tossed in the ballroom at any time.
- 10. No verbal agreements will be honored. Any addendum to the Agreement must be made in writing.
- 11. A bartender and/or paid server must be used if serving alcohol and food must be provided. In addition, the serving of alcohol must comply with all laws and ordinances.
- 12. A licensed caterer must be used if food is served. If the caterer intends to use the JLLR kitchen in any fashion, including prep, it must sign the kitchen-use agreement.
- 13. 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.
- 14. The Lessee is responsible for moving in and removing all equipment and/or other items from the premises.
- 15. 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.
- 16. The rental time may not exceed 12 midnight except on special occasions, e.g., New Year's Eve.

Initial

- 17. The Lessee is responsible for his/her guests, employees and agents and their observance of all rules and regulations specified by the Lessor.
- 18. No access will be granted to the balcony overlooking the Ballroom or to the porch overlooking Scott Street.
- Not abiding by the club rules could result in loss of some or all of the deposit, at the discretion of the Lessor.No smoke machines (Foggers or Hazers). No bubble machines.
- 20. No beer kegs are allowed on any wooden floors throughout JLLR building.

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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	16	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