



CASI Facility Rental Agreement

This agreement is entered into by and between the Center for Active Seniors, Inc. hereinafter referred to as "CASI" and the Renter, _____ hereinafter referred to as the "Renter".

It is hereby agreed that CASI will rent to the Renter the premises described hereafter upon the following terms and conditions:

1. PREMISES TO BE RENTED: The Renter will rent from CASI the _____, including restroom facilities in the building and available parking facilities owned by CASI and located at 1035 West Kimberly Road, Davenport, Iowa.
2. TERMS OF RENTAL: The premises are hereby rented to the Renter on the following date: _____, and time: _____.
3. USE OF PREMISES: The premises may be used for the purpose: _____, and no illegal activities will be allowed.
4. PAYMENT OF RENTAL FEES: The Renter agrees to pay the sum of: _____ for the premises as described above. The amount is to be paid at least one week prior to the event. In the event any fees due by Renter are unpaid, Renter shall be responsible for all costs of collection of said fees, including but not limited to loss of deposit and any attorney fees incurred.
5. DEPOSIT: The Renter agrees to pay the sum of: _____ as a deposit on the premises as described above. This amount is due upon contract execution. The amount is not refunded in the event of a cancellation of the event. CANCELLATION BY RENTER: If the Renter cancels the Agreement there will be no refund to the Renter of the Deposit that is paid upon execution of the Agreement. The Renter also agrees to reimburse CASI for any expense incurred by CASI as a result of the execution of this Rent Agreement. CANCELLATION BY CASI: If CASI for any reasons cancels or is unable to perform this Agreement due to reasons beyond their control, CASI shall return to the Renter any deposit, set-up and/or cleaning fees paid in advance by the Renter. The following is a partial list of functions that, if they occur, would be considered reasons beyond our control: strikes, accidents, act of war, acts of God or the inability to obtain proper security officers. Upon this payment CASI and Renter shall be relieved of any further obligations under this Agreement. Violation of terms of contract could result in loss of partial or entire rental deposit.

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6. **DAMAGE FEE:** The parties agree that CASI shall have reasonable discretion in determining whether the Renter's use of the property has resulted in damage to CASI's property or has necessitated extraordinary clean-up work and the amount thereof. The amount will be billed to the Renter at cost of repair or labor, plus 25%. Payment for any damage assessed the Renter will be due immediately following the event and/or upon discovery by CASI. Failure to pay may result in a collection action against the Renter to collect said fees due, including but not limited to including but not limited to loss of deposit and any attorney fees incurred. Renter shall leave the premises broom clean.
7. **CARE OF PREMISES:** The Renter agrees to maintain the premises being rented in a clean and safe condition. Written guidelines of cleaning will be provided by CASI by the first scheduled use. Food and drinks are not allowed in any room without the expressed consent of CASI. The Renter agrees that the premises will be left in the same condition as existed at the time of the commencement of the rent. The Renter agrees to reimburse CASI for any damages or other expenses arising out of the use of the premises by the Renter or any other persons attending the event for which the premises are rented. Such a charge will have a 25% (of total) administrative charge added to the total dollar amount and is not limited in total monetary amount. This amount may be deducted from your rental deposit.
8. **DECORATION OF PREMISES:** The Renter agrees to have all plans for decorating the premises approved by CASI. Only fire retardant materials may be used to decorate the facility. If using candles, they must be contained in votive containers, hurricane covers or floating vases. No nails, thumb tacks, tape or other devices will be allowed to attach decorations to the walls/ceiling. Light weight decorations may be attached to the ceiling, if only attached to the metal grids and approved prior by CASI prior to placement by the Renter. All personal and rental items must be removed from the facility at the end of the event. CASI is not responsible for any items brought into or left at the facility after the stated rental period.
9. **USE OF KITCHEN:** When use of the kitchen is permitted, the Renter must follow the guidelines and instructions given to them by CASI prior to the event. All equipment directly associated with the holding of food are available for use by the Renter. The Renter is responsible for all food items, spices, condiments and eating/drinking utensils. CASI does not provide any silverware, dishes or cups/glasses for use by the Renter. If the Renter anticipates "left-overs", the Renter must provide storage containers.
10. **CATERING:** Catering vendors on CASI's list have agreed to terms and conditions of protecting CASI's space and equipment. If Renter is using a catering company not on our preferred list, a user fee in the amount of \$100 will be required. Proof of caterer's license must be provided at least two weeks before your event. In the event food is not served by a licensed caterer, a specific waiver will be required by CASI to bring in and serve said items.
11. **ALCOHOLIC BEVERAGES:** No alcoholic Beverages may be served to any person who is not at least 21 years of age. All alcoholic beverages must be purchased through CASI. **NO ALCOHOL MAY BE BROUGHT ONTO OR REMOVED FROM THE PREMISES.** We reserve the right to refuse service. CASI will provide the I-PACT certified bartender. CASI provides security during the hours alcoholic beverages are being consumed, at the Renter's expense. Failure to abide by these rules can result in the loss of your deposit.

12. HOLD HARMLESS AGREEMENT: The Renter agrees to indemnify and hold harmless CASI, its Board of Directors and employees, from any loss, costs, or liability arising out of the Renters use of the premises. The Renter agrees it will, at its own expense, procure and maintain liability insurance listing CASI as a named insured against any claim, damages, cost or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reasons of such casualty or other happening on or about the premises and shall submit to CASI a certificate of insurance in the amount of \$300,000 to CASI a minimum of thirty days prior to the event. Such certificates are readily available through the insurance carrier for home or renter insurance. The certificate must be delivered to CASI a minimum of seven days prior to the event. CASI is not responsible for any personal items brought into the facility nor is it responsible for any loss or damage to any vehicle in the parking lots of the facility.

13. SUPERVISION OF THE EVENT: The Renter will be responsible for supervising all of the Renter's guests and any other persons attending the event for which the premises are being rented.

14. SECURITY: Uniformed law enforcement officers are required at all events when alcohol is served and may be required at other gatherings, as determined by CASI. The rate for security is \$40 per hour, with a two hour minimum charge. Security arrangements will be made by CASI. Payment for security is due under the same terms as the "PAYMENT OF RENTAL FEES". CASI may cancel event if they are unable to obtain a security officer for any reason.

Security will be required from:_____.

By signing below you acknowledge that you have read and considered the terms and conditions set forth in this agreement and you further acknowledge to be bound by these terms and conditions.

CASI Date

RENTER Date

_____(Renter) agrees to release and indemnify CASI (Center for Active Seniors, Inc.) and its employees and agents from all liability for injury or illness associated with the consumption of food or beverage provided by Renter. Renter also agrees to properly refrigerate and hold all perishable items at appropriate food temperatures.

Signature

Date