



## 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 Lessee, \_\_\_\_\_ hereinafter referred to as the "Lessee".

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

1. PREMISES TO BE LEASED: The Lessee will lease from CASI the \_\_\_\_\_, including restroom facilities in the building and grounds owned by CASI and located at 1035 West Kimberly Road, Davenport, Iowa.
2. TERMS OF LEASE: The premises are hereby rented to the Lessee 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 RENT: The Lessee agrees to pay the sum of: \_\_\_\_\_ for the premises as described above..
5. RENTAL DEPOSIT: The Lessee agrees to pay the sum of: \_\_\_\_\_ to book your requested date. This amount is in addition to the rental fee. The amount is not refunded in the event of a cancellation of the event. Any remaining deposit will be returned after your event.
6. DAMAGE FEE: The parties agree that CASI shall have reasonable discretion in determining whether the lessee'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 Lessee at cost of repair, plus 25%. Payment for any damage assessed the Lessee will be due immediately following the event and/or upon discovery by CASI. Payment of this fee will be enforced by the laws of the State of Iowa.
7. CANCELLATION BY LESSEE: If the Lessee cancels the Agreement, Lessee must notify CASI in writing 60 days prior to cancellation. The Lessee also agrees to reimburse CASI for any expense incurred by CASI as a result of the execution of this Lease Agreement.
8. CANCELLATION BY CASI: If CASI for any reasons cancels or is unable to perform this Agreement, and if CASI notifies the Lessee at least 60 days prior to the date of scheduled use, CASI shall return to

the Lessee any rent, set-up and/or cleaning fees paid in advance by the Lessee. Upon this payment CASI and Lessee shall be relieved of any further obligations under this Agreement.

9. CARE OF PREMISES: The Lessee agrees to maintain the premises being leased in a clean and safe condition. Written guidelines of cleaning will be provided by CASI by the first scheduled use. Food and drink are not allowed in any room without the expressed consent of CASI. The Lessee agrees that the premises will be left in the same condition as existed at the time of the commencement of the lease. The Lessee agrees to reimburse CASI for any damages or other expenses arising out of the use of the premises by the Lessee or any other persons attending the event for which the premises are leased. 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.

10. DECORATION OF PREMISES: The Lessee agrees to have all plans for decorating the premises approved by CASI. Also, only fire retardant materials may be used to decorate the facility. No lit candles may be used. Electric candles ONLY. 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 Lessee. All personal and rental items must be removed from the facility at the end of the event. There will be an additional fee due from the Lessee for moving or storing personal or rental items left at CASI. There will be a \$100/hour charge for exceeding the rental period time specified in this contract.

11. USE OF KITCHEN: When use of the kitchen is permitted, the Lessee must follow the guidelines and instructions given to them by CASI prior to the event. All equipment directly associated with food preparation, holding and serving are available for use by the Lessee. The Lessee is responsible for all food items, spices, condiments and eat/drinking utensils. CASI does not have any silverware, dishes or cups/glasses for use by the Lessee. If the Lessee anticipates "left-overs", the Lessee must provide storage containers. There is nothing available to the Lessee at CASI for food storage or take home items.

12. ALCOHOLIC BEVERAGES: No alcoholic Beverages may be served to any person who is not at least 21 years of age. Beer, wine and champagne may be served on the premises, but the Lessee shall not sell beer or wine on the premises. No alcoholic beverages other than beer, wine and/or champagne may be served on the premises without the necessary State of Iowa and City of Davenport permits and appropriate DRAM shop insurance. All beverage containers (kegs, wine bottles) must be kept on the non-carpeted areas of the rental space.

13. HOLD HARMLESS AGREEMENT: The Lessee agrees to indemnify and hold harmless CASI, it's Board of Directors and employees, from any loss or liability arising out of the Lessees use of the premises. The Lessee agrees it will, at its own expense, procure and maintain liability insurance protecting CASI 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 thirty days prior to the event.

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

15. 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 RENT". 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