

**Marble Hall Facility Rental Agreement**

**EXHIBIT A**

**311 Garrison Avenue**

**Fort Smith, Arkansas**

This Rental Agreement (“Agreement”) is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, between the Junior League of Fort Smith, Inc., a 501(c)(3) nonprofit corporation (“Lessor”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Lessee”) for the use of the Marble Hall venue (“Facility”). Lessee engages Lessor for an event (“Event”) at the Facility and Lessee and Lessor agree to the following terms and conditions:

1. EVENT:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Purpose:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Setup Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Begins: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Ends: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Clean Up Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Hours Rented: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Lessor expects the following estimated attendance: \_\_\_\_\_\_\_\_\_\_\_\_\_ people.

Individual deemed as the Point of Contact on behalf of Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number of Point of Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. RENTAL CHARGE: Lessee agrees to pay Lessor a rental fee of $ \_\_\_\_\_\_\_\_\_\_\_ in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference.

3. DEPOSIT: A deposit of $ \_\_\_\_\_\_\_\_\_\_\_ 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, including but not limited to, payment of false security and fire alarm fees, that may be necessary following the Event at the sole and absolute discretion of Lessor. The deposit will be maintained by the Lessor throughout this entire Agreement. Lessee will be responsible, at Lessee’s expense, for any damage to property, theft of property, or excessive cleaning that is needed due to negligence of Lessee over and above the deposit fee.

This deposit is nonrefundable if the Lessee cancels Agreement. If there has been no damage to the facility, no excessive cleaning required, and no additional fees incurred by Lessor on behalf of Lessee, the deposit will be refunded within fourteen (14) days of the date of the rental under this Agreement.

4. PREPAYMENT OF RENTAL FEE: A full rental fee (in addition to the deposit being held in reserve) is due fourteen (14) days prior to the Event date. If the full fee is not received by this date, then this Agreement will be considered null and void, and the deposit will be forfeited by lessee.

After full payment is received, if the Lessee cancels the Event within fourteen (14) days prior to the Event date, the entire fee will be forfeited by Lessee, but the deposit will be returned unless it is needed to cover the following: any fees incurred by Lessor on behalf of Lessee or any additional fees owed to Lessor that have not yet been paid by Lessee. See Exhibit C for exception.

5. FORCE MAJEURE: Should either the Lessee or Lessor be prevented from executing its responsibilities under this Agreement by circumstances not reasonably within its control; such as, but not limited to, acts of God, wars, riots, or terrorist attacks that directly impact the ability of either to perform the terms of this Agreement, then this Agreement will be considered null and void. Both Lessee and Lessor agree to immediately notify the other should such incident occur that would prevent the fulfillment of this Agreement.

6. PROVEN AUTHORITY: If Lessee is an organization or entity, at time of execution of this Agreement and Exhibits, the Lessee is required to provide proper documentation stating who is granted the authority to enter into legally binding contracts on behalf of said organization or entity.

7. INSURANCE: Lessor can require, at its sole discretion, that Lessee procure and maintain a policy of commercial general liability insurance, at Lessee’s sole cost and expense, not less than $1,000,000.00 for Bodily Injury/Property Damage per occurrence. Additionally, Lessor at its sole discretion, can require Lessee to provide evidence of a liquor liability endorsement to the policy, if alcohol is being distributed, consumed, or otherwise provided during the Event. Such insurance policies shall be carried with companies licensed to do business in Arkansas, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Fourteen (14) days prior to the Event, Lessee shall furnish Lessor a Certificate of Liability Insurance evidencing the above mentioned commercial general liability insurance in accordance with these insurance requirements. Without satisfactory coverage, if required by Lessor, the Lessee will not be provided access to the Facility even though Lessee has made all other payments due under the Agreement. Lessor shall not be liable for damage or injury to persons or property in or upon the Facility.

8. SECURITY: Lessor does not guarantee the security of the Lessee, Lessee’s guests, or Lessee’s equipment, merchandise, etc. at any time. Lessee may contract, at Lessee’s expense, security personnel upon written notice to the Junior League of Fort Smith President or Office Manager at least three (3) weeks prior to 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.

9. FOOD AND/OR DRINK: All serving of food or drink and caterers must be pre-approved by the Junior League of Fort Smith President or another designated representative of Lessor.

10. USE OF PREMISES: Lessee agrees to use the leased premises for the purpose mentioned above 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 Marble Hall Facility Rules, attached hereto as EXHIBIT B 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.

11. 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.

12. DEFAULT: Lessee shall be in default under the provisions of this Agreement upon the happening of any of the following events or conditions:

(i). Lessee fails to pay any amount that becomes due under this Agreement; (ii). Lessee becomes insolvent or bankrupt, either voluntary or involuntary; (iii) Lessee makes any assignment for the benefit of creditors, or if a receiver is appointed for the benefit of Lessee’s creditors, or if a receiver is 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 (10) days from and after the levy of the same; and (iv). Breach of any of the agreements, covenants, or representations herein, including all attachments.

13. REMEDIES IN THE EVENT OF DEFAULT: In the event of a default by Lessee, during the term hereof, Lessor may, at Lessor’s option:

(i). Retain deposit as liquidated damages; (ii). Retain the full rental fee; or (iii). 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.

14. 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:

(i). 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; (ii). The non-fulfillment of any agreement or undertaking of Lessee contained in this Agreement; (iii). 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; (iv). 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.

15. 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.

16. OTHER CONDITIONS/OBLIGATIONS: It is further agreed between the parties herein as follows:

(i). The Lessee shall pay for all damages to any part of the described premises or other areas of the building or lot occurring through the actions or negligence of the Lessee, or the Lessee’s agents, employees, or guests. This includes any loss, theft, or damages done to walls, floors, doors, windows, ceilings, furniture, fixtures, equipment, supplies and/or personal property. 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.

(ii). 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.

(iii). 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.

(iv). Any band, musical group or other third party contracted by the Lessee must remove all of 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 three (3) days in advance 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*.

17. ALARM: Lessee agrees to pay any fine imposed on the Junior League of Fort Smith for any false alarm calls due to the acts, omissions, or negligence of the Lessee, its agents, employees, or guests. Representatives for Lessor will handle arming and disarming the building’s alarm for each rental.

18. 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.

19. COMPLETE AGREEMENT: This Agreement, the attached Exhibit A – Rental Fees, Exhibit B - Marble Hall Facility Rules, Exhibit C – COVID-19 Addendum 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.

20. ASSIGNMENT/SUBLEASE: Lessee shall not assign this Agreement or sublet any portion of the premises without the prior written consent of the Junior League of Fort Smith President. Any assignment of this Agreement or sublease of the premises shall not release the Lessee from liability for any of the provisions contained herein.

21. 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 Fort Smith, 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 Sebastian 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.

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

23. The representative entering into this agreement and signing on behalf of Lessee must be 21 years of age or older.

23. UNENFORCEABLE PROVISIONS: 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: LESSEE:**

**Junior League of Fort Smith**\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of Lessor’s Representative Signature of Lessee’s Representative

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Printed Name of Lessor’s Representative Printed Name of Lessee’s Representative

\_\_\_**(479)783-3930**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number Phone Number

\_\_**juniorleaguefs@gmail.com**\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address Email Address

\_\_**311 Garrison Avenue** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address Street Address

\_\_**Fort Smith, AR 72901**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip City, State, Zip