Rental Contract – Rental Agreement

The Renter's Responsibilities are as follows:

1) **Renter** is responsible to <u>Set up</u> (chairs) and to be <u>put back</u> on rack, including any <u>additional</u> tables needed.

2) Any additional cleaning, and or damage made, after your event, may result in losing your security deposit in partial or in full depending on cleaning/damage

3) Renter must be at least (25) years of age. <u>The Renter assumes full responsibility and liability for any and all breakage, loss, theft, damage to building or the contents that occurs by them or by their guests/attendees while in use.</u> The Room for You is not responsible for any loss or damage no matter how caused, to any properties, or materials brought into The Room, and/or for the loss of equipment, exhibits or other materials left in The Room. Any personal property of Renter or Renter's guests or invitees brought onto The Room premises and left thereon, either prior to or following the Event, will be at sole risk of the Renter and The Room for You will not be liable for any loss of or damage to this property for any reason. Renter acknowledges that The Room for You does not maintain insurance covering Renter's property and that it is the sole responsibility of Renter to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Renter.

4) Renter is required to obtain and maintain, at Tenant's expense, insurance that will cover bodily injury, personal injury, and property damage, occurring on the Rental Property and naming The Room for You as an additional insured. Renter shall indemnify, defend and hold harmless The Room for You and its principals, officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "claims") arising out of or caused by Renter's negligence and/or its members', agents', employees', guests, or independent contractors' negligence in connection with the use of The Room for You facilities.

5) Indoor and Outdoor decorations <u>must be approved</u> by the Event Personnel.

*** PLEASE NOTE *** NO GLITTER - CONFETTI – NAILS – THUMBTACKS – TAPE ON THE WALLS NO REAL CANDLES – NO OUTSIDE GRILLS

6) Parking is available and can accommodate no more than (30) vehicles. Additional parking in store front area if available. Please do not park on any part of grass area. <u>Please keep the parking lot clean from any debris or garbage after your event.</u>

7) Building is completely Smoke Free, no smoking allowed inside the building. Cigarettes must be disposed of properly outside, where indicated. Do not throw remains in parking lot or in the wooded area where it may cause fire.

8) All **Garbage** to be collected after the event and taken to outside cans located by the shed. **DO NOT USE RECYCLE BINS FOR GARBAGE**

This agreement is made and to be performed in Hamilton County, Tennessee and shall be governed by and construed in accordance with Tennessee law. By executing this agreement, **Renter** consents to the exercise of personal jurisdiction over it by the courts of the State of Tennessee and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Hamilton County, Tennessee. In the event of litigation arising from or associated with this agreement, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Additionally, should The Room for You in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Renter. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of The Room for You and Renter. Renter may not assign any benefits arising under or associated in any way with this agreement without prior written consent of The Room for You.

In no event will The Room for You be liable for consequential damages of any nature for any reason. Further, if in the event The Room for You shall have any liability to Renter (whether under this agreement or otherwise), the amount of such liability shall not exceed the amount of Rental Fees paid by Renter hereunder.

Renter agrees to conduct the function in an orderly manner and in full compliance with all applicable state and local laws, ordinances and regulations and rules and regulations of The Room for You. Renter assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of The Room for You premises during any time the premises are being used by the Renter.

This contract shall be deemed accepted only after it has been signed by a representative of The Room for You. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By signing, **Renter** Agrees to the Terms and Conditions and shall indemnify and hold The Room for You and its principals and employees harmless from and against the negligence or claims of ALL parties, including third parties, for any and all causes of action or liabilities arising in and connection with Renter's use of The Room for You.

ANY and ALL INFLATABLES ARE PROHIBITED

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(Signature)Name _____

Printed Name ______

Today's Date_____