

Paris Sportsmen's Club Hall Rental Agreement

Rental Date: _____

Hours: _____

Tenant: _____

Home Address: _____ State _____ Zip _____

Phone No: Day: () _____ Evening: () _____ Cell: () _____

Activity: _____ Approximate No. of People Expected to Attend: _____

RENTAL: (\$250) \$ _____.

KITCHEN: (\$25) \$ _____.

DRAFT SYSTEM: (\$50) \$ _____.

BARTENDER: (\$10 / hour) \$ _____ (Time from _____ to _____)

CLEAN-UP: (\$60) \$ _____.

REFUNDABLE DEPOSIT: \$ 100.00

BALANCE DUE: \$ _____ (Total due, including deposit, before taking possession of hall)

Signature of Tenant: _____ Date: _____

**THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE FACE AND REVERSE SIDE HEREOF.
TENANT hereby acknowledges receipt of a completed copy of this Agreement and agrees to all of the terms contained herein.**

Terms

This Agreement is entered into between _____ ("TENANT") and Paris Sportsmen's Club ("LANDLORD"). Each TENANT is jointly and severally liable for the payment of rent and performances of all other terms of this Agreement and must be at least 21 years of age.

- DEPOSIT:** The SECURITY DEPOSIT of \$100.00 (subject to conditions herein) will secure the performance of this rental agreement and/or serve as a fund for LANDLORD to obtain payment for damages caused by TENANT during his/her occupancy. The SECURITY DEPOSIT is collected in addition to the total rental and service fees in advance and is refunded after the TERM OF TENANCY expires, in accordance with provisions set forth herein.
- Rent:** The total rental fee(s) and security deposit is due and payable at least 14 calendar days prior to rental date. Additional services are outlined in the payment schedule portion of this Agreement, and their associated fees collectively become defined as rent if selected by TENANT as part of this Agreement.
- Term of Tenancy:** The use of the rental facility is restricted to eight (8) hours maximum. All music must cease by 12:30 a.m. All consumption of alcoholic beverages must cease by 1 a.m. and rental property must be vacated by 1:30 a.m., without exception. Rental time on Saturday and Sunday begins after 9:00 am.
- Refund:** After the term of tenancy, the SECURITY DEPOSIT will be refunded if there is no damage to facility or additional fees incurred resulting from breach of this Agreement. Refund of rental fee or DEPOSIT due to a cancellation will be honored minus a \$25.00 cancellation fee, if written notice is received 30 calendar days prior to the agreed rental date. There is no refund of DEPOSIT or rental fee if cancellation is received less than 30 calendar days prior to rental date.
- Damages:** The DEPOSIT will be refunded within 2-4 weeks following TENANT'S facility use. If TENANT'S scheduled hours of use exceed the designated time for any reason, additional fees will be deducted from the DEPOSIT at a rate of \$20.00 per extended hour. If damages amount to, but not limited to, property damage, theft, loss, accident, LANDLORD'S loss of revenue, or extra cleaning of the facilities both inside and outside, the DEPOSIT will be forfeited in part or whole. If DEPOSIT is insufficient offset for damages, TENANT will be billed for damages not covered by TENANT'S DEPOSIT at "replacement value" or applicable rates defined herein and will be due upon receipt.
- Returned Check and Bank Charges:** If any check offered by TENANT to LANDLORD in payment of rent or any other amount due under this Agreement is returned for insufficient funds, stop-payment order, or any other reason, Tennant will pay LANDLORD a returned check charge of \$30.00 in addition to all fees due under this Agreement.

7. **Identification of Premises:** The rental is exclusively restricted to the banquet hall building located at 154 Devil's Den Rd., Burgettstown, Pa. 15021 and its adjacent parking lot. The clubhouse, storage building, trap range building, and adjacent properties are not included as rentals under the terms of this Agreement and are off-limits to TENANT, guests, and invitees.
8. **Restricted Area:** All rentals are restricted to the interior of the facility only. Congregating on the parking lot or any other portion of the property is not allowed.
9. **Parking:** All parking must be in designated parking areas on the lot. Parking next to the building or on the lawn is not permitted. All fire lanes must remain open
10. **Facilities:** The kitchen facility is not included in the basic rental Agreement but is available for use at an additional charge. If TENANT selects the use of the kitchen under this Agreement, the use of stoves and appliances are at the sole risk of TENANT. Use of the deep fryers is not available for rental and such use is strictly prohibited. Refrigerator space may be available at LANDLORD'S discretion. All food must be removed from the premises at the conclusion of the rental term. The draft system is only available when a LANDLORD appointed bartender is assigned to the event in accordance with article 20.
11. **Cleaning:** Cleaning up after the rental is the sole responsibility of the TENANT. TENANT is to return rental hall, kitchen, parking lot, and lawn areas to their original state. If TENANT desires for LANDLORD to perform general clean up on his/her behalf, a fee is assigned to the service. General clean up is defined as sweeping and mopping of the hall floors and cleaning of table tops and surface areas. TENANT is always responsible for removing all debris, filled garbage bags from designated trash cans, and transporting such to the outside garbage dumpster; and returning tables and chairs to original locations. Services beyond this described scope are not included in the standard cleaning fee and additional fees may vary according to severity at a rate of \$20.00 per hour.
12. **Alterations by TENANT:** Decoration arrangements must be reviewed in advance with LANDLORD. Tacks, nails, brads, or staples cannot be used on the walls, ceiling, floor or furniture. Tables may be covered by a plastic or linen tablecloth to protect them (no paper cover). Candles are not allowed in plastic containers. Due to safety factors and the extra cleaning involved, the use of confetti, glitter, bird seed, rice, etc. is prohibited in the building and on the grounds. Standing on tables or chairs is not permitted. All decorations must be removed at the conclusion of the activity. TENANT is responsible for conveying all pertinent information to his/her DJ, florist, decorators, etc. All DJ equipment must be removed from the facility at the conclusion of the rental. Cake stands, live plants, card boxes, archways or any other decorative item must be removed from the facility at the conclusion of the rental unless prior arrangements are made. LANDLORD will not be responsible for ANY items that are left overnight.
13. **Limits on Use:** The rental facility cannot be used for business or commercial purposes and fees may not be charged by the TENANT for admission, food, or drink unless authorized through prior written approval by LANDLORD.
14. **Limits on Occupancy:** Rental facility is restricted to a maximum of 200 people.
15. **Assignment and Subletting:** TENANT will not sublet any part of the premises or assign this Agreement without the prior written consent of LANDLORD.
16. **Key Return:** In the event that a key(s) is issued for purposes of opening and closing the rental hall during the term of the rental, the TENANT exclusively agrees to return issued quantity of keys or forfeit the DEPOSIT or portion thereof toward lock replacement by a qualified locksmith and the redistribution of keys to regular club key-holders. If the DEPOSIT amount is an insufficient offset to such expense, TENANT exclusively agrees to bear the difference in cost by a reputable locksmith of LANDLORD'S choice.
17. **Right to Access:** A FACILITY ATTENDANT may be assigned to supervise at the discretion of the LANDLORD. The attendant shall have complete authority and control of the facility during the rental and shall have the complete access at any and all times during the event. The attendant is there to protect the best interest of the LANDLORD and has the right to terminate a function at any time if misconduct is indicated. **THE FACILITY ATTENDANT IS NOT A "BOUNCER" AND IS INSTRUCTED TO NOTIFY THE POLICE IF PROBLEMS ARISE. THE FACILITY ATTENDANT DOES NOT ALLEVIATE THE TENANT'S RESPONSIBILITY TO MAINTAIN CONTROL OF THEIR GUESTS AND INVITEES AT ALL TIMES.**
18. **Requests for Assistance:** All requests for assistance or repair must be made exclusively through the LANDLORD.
19. **Possession of Premises:** If after signing this Agreement, TENANT fails to take possession of the premises, TENANT will still be responsible for paying the full amount of the rental fee and complying with all other terms of this Agreement.
20. **Alcohol:** The dispensing of any alcoholic beverages must be in accordance with all Federal, State and Local laws. Intoxicating drinks cannot be served to anyone under 21 years of age. Alcoholic beverages in an open container are not allowed to be taken out of the rental building. LANDLORD does NOT sell alcohol in any capacity, but a LANDLORD appointed BARTENDER is required for any event where TENANT supplied alcohol will be present. TENANT assumes any and all responsibility of acts or damages associated to alcohol consumption under TENANT'S term of tenancy. The BARTENDER may also act as FACILITY ATTENDANT, as provisioned under article 17.
21. **Illegal Conduct and Disturbances:** TENANT and guests or invitees will not use the premises or adjacent areas in such a way as to violate any law or ordinance, including laws prohibiting the uses possession or sale of illegal drugs, acts of illegal gambling, or acts of lewd or indecent conduct; the acts in violation of state, local, or federal laws; or acts which create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace-and-quiet of any other TENANT or nearby resident.
22. **Payment of Court Costs and Attorney Fees:** In any action or legal proceeding to enforce any part of this Agreement, LANDLORD shall be entitled to recover reasonable attorney fees and court costs.
23. **Dispute Resolution and Attorneys Fees:** This Agreement has been consummated in Washington County, Pennsylvania. In the event an action or proceeding is instituted by any party hereto to enforce, defend, or interpret this Agreement or to resolve disputes or assert claims arising under or in connection with this Agreement, including without limitation, breach thereof, ("Disputes"), such legal or equitable action must be maintained in the courts of Washington County, Pennsylvania. TENANT irrevocably consents to the exercise of personal jurisdiction over LANDLORD by the Courts for any such action or proceeding and irrevocably waives any objection to venue with respect thereto. The TENANT hereby agrees that they voluntarily waive any trial by jury in any action for enforcement of this Agreement or involving a Dispute.
24. **Validity of Each Part:** If any portion of the Agreement is held to be invalid or illegal, its construction will not affect the validity or legality of any other provision of this Agreement. If an arbitrator deems any of the language herein to be vague or ambiguous, such language shall not be preemptively construed against either party but shall be construed so to give effect to the true intention of the parties.