

**FACILITIES RENTAL AGREEMENT  
MEMBER**

This Facilities Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Mamaroneck Elks Lodge #1457, of 417 East Boston Post Road, Mamaroneck, New York 10543 ("Lessor" or "Lodge") and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, New York \_\_\_\_\_ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

**GRANT**

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Mamaroneck Elks Lodge #1457 Event Room ("Grill Room") and Outside Patio (if seasonably appropriate) ("Facility") for the \_\_\_\_\_ ("Event") to be held on \_\_\_\_\_ at \_\_\_\_\_.

**DATE/TIMES OF PERMITTED USE**

Access to the Facility for the Event will commence at \_\_\_\_\_ on the date of the Event and will end at \_\_\_\_\_.

**RULES & REGULATIONS FOR FACILITY**

- The Member signing this agreement is required to be present at the Event.
- All alcohol must be purchased at the Event. No alcohol from outside the Event will be permitted at the Facility.
- No one under the age of twenty one (21) shall be permitted to consume any alcoholic beverages of any kind.
- The pool table in the Grill Room will not be permitted to be used during the Event.
- Only blue painter tape may be used for any and all decorations affixed to the wall. Scotch tape and thumb tacks are not permitted.
- The Lessee will be responsible for the cost of any and all damage to the Facility if there is damage to the room, including but not limited to, damage caused from the decorations.
- The Facility will not be available on the following holidays: Christmas, New Years or the 4th of July.
- The Lessee shall be responsible for all decorations, glassware, table cloths and silverware.
- All party rentals are limited to four (4) hours. Any additional time over the four (4) hours will include an additional fee per hour. (See "Rental Fees").
- The Lessee shall be responsible to pay each bartender on staff in addition to any rental fee. (See "Rental Fees").
- The Facility will not reserve any dates until an application is completed and submitted to the Lessor along with the required security deposit.

### **RENTAL FEES**

- Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of Two Hundred Fifty Dollars (\$250.00) together with a security deposit in the sum of Three Hundred Dollars (\$300.00), plus all other charges to be paid by Lessee under this Agreement (the “Rental Fee”). Lessee must be a member of the Lodge.
- Lessee shall pay each bartender on staff the amount of One Hundred Dollars (\$100.00).
- Lessee shall be responsible to pay an additional fee of One Hundred Fifty Dollars (\$150.00) per hour for any additional time over the four (4) hours.
- Lessee shall deposit the sum of One Hundred Fifty Dollars (\$150.00) with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement.
- The balance of the Rental Fee shall be paid in full by Lessee within fourteen (14) days of the Event.
- All payments shall be paid by Official Bank Check made payable to Mamaroneck Elks #1457.

### **INSURANCE**

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) through the Elks approved insurance carrier as identified in Schedule “A”. The event insurance must be obtained at least five (5) days prior to the Event. The cost for same shall be One Hundred Fifty Dollars (\$150.00). A separate check made payable to the Lessor to cover the cost of the insurance shall be submitted together with all other payments required by this agreement. The certificate evidencing the coverage will be obtained by the Lessor and a copy will be provided to the Lessee. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

### **INDEMNIFICATION**

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

### **"AS-IS" CONDITION**

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

**ASSIGNMENT AND SUBLICENSING**

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

**TERMINATION**

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

**INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

**RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

**CANCELLATION**

Lessee may cancel this Agreement at any time up to 8 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 6 and 8 days prior to the Event Date, Lessee will be charged Fifty Percent (50%) of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations five (5) days prior to Event Date, Lessee will be charged One Hundred Percent (100%) of the Rental Costs and any expenses incurred by Lessor.

**OTHER INFORMATION**

The Facility will provide table and chairs to the Lessee. Lessee shall be responsible for all cleaning and trash removal after the Event. All decorations and plates shall be removed from the Facility immediately following the Event. The security deposit in the sum of Three Hundred Dollars (\$300.00) Dollars will not be refunded until the Facility is inspected by an authorized

**Mamaroneck #1457 Rental Agreement – p.4**

agent. If it is determined by the authorized agent that the Facility is left in a condition that is unacceptable to the authorized agent then the security deposit shall be retained by the Lessor.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of New York.

**SIGNATORIES**

This Agreement shall be signed by the Exalted Ruler on behalf of Mamaroneck Elks Lodge #1457 and by \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

Mamaroneck Elks Lodge #1457

By: \_\_\_\_\_  
[name of Exalted Ruler], Exalted Ruler

LESSEE

\_\_\_\_\_  
[Name of Member]

**For Lodge Use Only**

Date Rental Check is Received: \_\_\_\_\_

Date Insurance Fee Check is Received: \_\_\_\_\_

Date Security Deposit Check is Received: \_\_\_\_\_

**Mamaroneck #1457 Rental Agreement – p.5**

Date Security Deposit is Returned and Amount: \_\_\_\_\_

Elks Check #: \_\_\_\_\_