

# RENTAL AGREEMENT

It is the responsibility of the applicant to read the listed policies prior to signing the agreement. Failure to adhere to the policies will result in the loss of the security deposit and may jeopardize future rental requests.

**Lessee (Print Name):** \_\_\_\_\_ **Event Date:** \_\_\_\_\_

1) The building will be opened and the renter may enter the facility at the time stated on their rental permit, not before unless agreed to in writing. The building will be opened only for the applicant listed on the rental contract.

2) Lessee must set-up and break-down their decorations, food, and beverage, or any related items. The time needed to do so must be incorporated into the rental time.

3) All rented space and features (including kitchen appliances) must be thoroughly cleaned, garbage must be removed from trash cans and placed in the designated location, and an inspection must be completed with staff prior to the end of the rental.

4) The venue does not offer the amenities or level of staffing to serve food or cleanup during event.

5) All equipment and supplies brought by the lessee must be removed, and the lessee and all guests must depart at the conclusion of the rental time. This includes vendors.

**Any time spent in the facility past the contracted rental time will be subject to an additional fee, assessed in 30-minute increments. (\$300/Hour; \$150/half-hr).**

6) Equipment, decorations, supplies, or event related items may not be stored in the facility prior to or following the rental. Storage Fee: \$100/day for left over items.

7) Lessee and guests are limited to the room(s) contracted through the rental.

8) The lessee responsible for submitting this agreement **MUST** be in attendance at all times. This individual will be held responsible for any and all damages/problems associated with the rental. Should the applicant fail to be in attendance at all times during the rental without advance notification of at least 48 hours, the security deposit will be forfeited.

9) Additions to the rental agreement must be requested two weeks prior to the rental. Changes may influence the original agreement approved and security deposit collected.

10) Rental agreement time must include set-up and break-down of tables, chairs, and decorations by the renter. Time extension requests submitted within 13 days of a rental is not guaranteed. Availability must first be confirmed; this process may take up to 24 hours.

11) If a rental is canceled prior to the scheduled date, no refund will be issued. Security Deposit and payments will be forfeited.

12) The applicant must be 21 years of age or older. One adult for every 15 minors is required. Children must remain in the rented room(s) and may not roam unsupervised in other areas of the facility. The Facility Supervisor is not responsible for such supervision. If there is adult beverages, applicant must be 25 years of age or older.

13) Decorating of the facility is limited to the tables, and chairs. Use of tacks, nails, pushpins, glue, heavy duty tape and adhesive clays are not permitted. Balloons displayed around the exterior of the facility must be removed by the renter prior to leaving the premises. A charge of \$100 will be assessed if items are not removed.

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14) The Lessee assumes responsibility for keeping venue equipment, including tables, chairs, appliances, etc. in order. Tables, Decorations, and Equipment may not be removed, relocated, or mishandled in any way. If any of these is found to be damaged during the final inspection, a portion of the security deposit will be withheld.

15) Total Rental Fee is due at the time the contract is executed. If lessee agrees to payment plan schedule, lessee must make payments on designated dates on invoice. Lessee must make payments based on scheduled payment plan. If payment is not satisfied on dates marked on invoice, the reservation will be cancelled, and all payments made toward the balance, in addition to security deposit will be forfeited. If Lessee makes a payment after due date, a late fee of \$50 may be applied to balance. Payments not received 10 days after due date may result in reservation/lease cancellation. If event is reserved within 30 Days of Start, the Full Rental Fee is Due within 48 Hours after signing contract/Deposit.

Security Deposit | Payments | Damages | Capacity| Cancellation: Security Deposit: Lessor shall charge and hold a security deposit fee of \$400.00. Upon the conclusion of Lessee's event, lessee shall leave the venue in the original condition it was before lessee's event. If lessee cancels or reschedules event any-time before the event date, the deposit and all payments will be forfeited. Damages: Lessor, lessor's staff, and contracted service representatives associated with lessor, shall evaluate and approve that no damages to leased premises has occurred. Upon evaluation, if the condition of leased premises or rental items is in damaged condition, the cost of repairing the damage will be charged against lessee, and deducted from security deposit. If damages are above the cost of the security deposit, lessee shall assume responsibility for charges related to its repair. Such damages may include: - Structural Components - Fixtures - Furnishings/Decorative Accessories/Lighting - Electronic & Media Components - Walls - Mirror/Glass

Capacity: Number of guests cannot exceed amount stated in contract. If lessee exceeds amounts agreed to above, lessee agrees to forfeit deposit. Total capacity for the leased premises is 190 guests. If capacity exceeds the total capacity, security deposit is forfeited and event will be terminated immediately.

16) The sound level of the event must be suitable for the interior of the rented space only. Lessee may be asked to adjust the sound level so that a party in the next room and/or neighbors are not affected.

17) A Facility Supervisor will open the building at the start of the rental time. This staff member will remain in the building during the rental to ensure policies are followed and to assist with questions as needed. Facility Supervisors should be immediately notified of any emergency.

18) The Lessor and its employees assume no liability arising from injuries, accidents, loss of personal property by the applicant and/or guests of applicant. This also holds true for any caterer, DJ, Band or other entertainment. It is the responsibility of the Lessee to provide such insurance. The lessor is not responsible for Acts of god, structural, broken, or ailments affecting building that may cause disruption before or during event. The lessee assumes all liability for the safety of their guests. Lessee should consult insurance liability professional for details as to coverage for liabilities.

19) Outside inflatable, mechanical, electrical attractions are not permitted in the venue.

20) Room capacity must be adhered to with no overflow in the hallway. The Lessee will be asked to remove guests from the facility if a rental is deemed over capacity by the Facility Supervisor/security. If capacity is not reached within 15 minutes of request, event will be terminated and security deposit forfeited. Capacity limitations, if changed by government regulations, must be adhered to by lessee. Lessor assumes no responsibility towards limitations set by government on lessee. Lessee agrees to abide by agreement and does not hold fault on lessor for capacity restrictions.

21) Smoking, use of illegal substances, gambling, animals, vaping, electronic cigarettes, and open flames (candles, incense) are prohibited inside the building. The only exception is birthday cake candles that are lit for two minutes or less.

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- 22) Smoking is not permitted within 15 feet of any door or window to the facility.
- 23) **No cooking is allowed on the premises.** No pans, electric stoves, ovens, and the like are allowed in the building or outside area.
- 24) 24) Precautions necessary for fire protection & safety must be observed. Exits, hallways, and stairs must be free of obstructions at all times.
- 25) If the fire alarm is activated, the building must be evacuated immediately until it has been deemed safe by the Lincolnwood Fire Department. Lessee will be assessed \$500 for any fire alarm and/or AED alarm that is falsely activated by a guest of the rental, and the security deposit will be forfeited should any attendee not cooperate with the evacuation.
- 26) Alcohol is only permitted if the applicant successfully completes the alcohol application and provides proof of host event liability insurance. Designated Company must serve all beverages, and bartender must hold an Illinois Basset License, business, license, and insurance. Guests cannot bring any alcohol. No alcoholic beverages can be served on tables; all alcoholic beverages must be served by Bartending Company. Lessor reserves the right to cancel event if rules are not followed. Security deposit will be forfeited if rules are not followed above.
- 26) Lessor reserves the right to prohibit any rental which may be contrary to public safety and welfare.
- 27) Any unnecessary noise, littering, disorder or violation of any building /policy shall be deemed just cause for immediate voiding and cancellation of rental, including the security deposit, as well as police action. Such actions may also jeopardize future rental requests.
- 28) The lessor may require security for certain rentals due to the nature of the event.
- 29) In the event of scheduling conflicts or any hindrance imposed on the offering of rent for the space, the lessor reserves the right to cancel the rental 5 days prior to the date requested or within reasonable time.
- 30) Lessor shall not be liable for delay, failure in performance, loss of damages, pandemics, or any such matter due to acts of God or other causes beyond its reasonable control.
- 31) Posting advertisements for products/services is prohibited unless approved by lessor.
- 32) No rental will be issued to any party interested in charging admission, selling goods/services or collecting other fees unless given approval by lessor. The Lessee must call lessor to gain said approval at least three months prior to the rental date.
- 33) If the Lessee is using the facility for something other than personal use, the security deposit will be forfeited and event may be cancelled.
- 34) Lessee, Businesses, nonprofit and for-profit organizations may be asked to furnish a certificate of insurance indicating that coverage for general liability (comprehensive, premises/operations, broad form property damage, contractual and personal injury) has been obtained. Minimum liability limit amounts must be for \$1,000,000 for combined bodily injury and property damage, and \$1,000,000 for personal injury. In addition, the lessor must be listed on the certificate as additional insured. Lease will not be approved until this certificate of insurance is provided.**
- 35) This agreement may be revoked due to falsification of information, misconduct, or failure to comply with the rental policies as described on this agreement. In the event this happens, all future rental requests made by the applicant will not be approved and/or accepted. Any deposit and/or payments will be forfeited.
- 36) I will comply with the summary of the rules in the attached addendum summary (Addendum A) attached.

I have read this agreement and fully understand my responsibility as the applicant. I have completed the rental

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permit to the best of my ability and understand that I will be held responsible for any damage and/or problems associated with this rental. I intend to comply with all policies stated on this agreement and have received a copy of the document. I agree that the lessor assumes no responsibility or liability for injuries/damages to myself, guest or personal property. I hereby waive all rights to assert any such responsibility and I agree to hold harmless the lessor for any acts for which I am liable.

EVENT DATE: \_\_\_\_\_

Hours: \_\_\_\_\_

Time Frame: \_\_\_\_\_

LESSEE Name: \_\_\_\_\_

LESSEE Signature/ Date: \_\_\_\_\_

LESSOR: BenMark, LLC | Amron

LESSOR Signature & Date: \_\_\_\_\_

Lessee Initial: \_\_\_\_\_

## ADDENDUM A

### Summary of Rules:

1. Conditions of Catering | Beverages: Any caterer hired by Lessee must show proof of liability for the safety and health of individuals occupying and consuming food in the Leased Premises during the events secured by this Agreement. Amron Hall does not serve any food or beverage, and is not responsible for any food or beverage served on the premises. Lessee must submit all business information of caterers, servers, and bartending information to lessor. Lessee must submit proof of licensure/insurance of bartending or bartending service. Basset license required and must be submitted at least 7 days prior to event. If there is no receipt of certification/license, a vendor may be provided at a cost

2. Kitchen Facilities: The kitchen is a “warming or staging” kitchen only and shall not be used for full preparation of meals for guests. There is no portable ovens, stoves, portable cook tops, or cooking appliances, cooking pans, and frying pans allowed on leased premises or kitchen. No commercial warmers allowed.

The kitchen shall be left in the condition it was found. Food shall be scraped into the disposal, dishes rinsed, and the sink and floor shall be clean. Failure to do so shall result in cleaning charges deducted from Lessee’s damage deposit. Amron Hall is not responsible for food or beverage storage. Lessee may use Lessor’s designated refrigerator, but Lessor is not responsible for efficiency or operability of appliances. If it is found that lessee has not complied with statement above, the security deposit will be forfeited and event cancelled.

3. Attorney Fees: Should any litigation be commenced by Lessor regarding the noncompliance to this Lease by Lessee, Lessee shall be responsible for legal fees incurred by Lessor.

4. Assignment: Lessee under no circumstances shall assign the Rental Agreement to any parties, successors, individuals, partnership, corporations, trusts, estates, or any other form of entity. Lessee must be the person renting the space, and not on behalf of anyone else.

5. Lessee may NOT bring onto the Premises drinks, beer, wine, champagne, or hard liquor without prior written approval of Lessor, proof of appropriate license(s), and/or security. By law, no one under 21 may consume or taste alcoholic beverages. Lessee agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Lessee shall monitor all service, if any, of alcohol, and specifically acknowledges that Lessee is solely liable for the consumption of any alcohol by any person on the Premises, and that such liability shall extend to any aspect regarding the consumption of alcohol. Bartending company must serve all alcoholic beverages. No alcoholic bottles on tables. Guests cannot bring in alcohol. If there is a violation of the rule above, deposit is forfeited, and event shall be cancelled immediately.

6. Any use of or assumed use of illegal substances in the venue will result in cancellation of event and/or loss of security deposit.

7. Lessee must provide Lessor with description of the form of music to be provided during the Rental Period, including the size of band, setup and electrical needs required prior to the Rental Period. Lessor does NOT allow any devices that create smoke. Lessee must maintain appropriate sound level.

**8. Lessee must cover all tables and chairs with linen. If the Lessee fail to provide linen, the Lessee will be assessed the cost for covering each table which is \$10.00 per table, and \$2.00 per chair.**

9. DECORATOR/DECORATIONS/EVENT PLANNER: No decorations, signs, banners, flyers, or other materials may be placed on the walls or ceilings. No tape, tacks, nails, or other fasteners and/or adhesives may be used on the walls or ceilings. Table decorations, balloons, and “freestanding” displays are permitted. However, if helium or other gas filled balloons are to be used, they must have ribbons or strings attached that are long enough to allow safe retrieval at the end of the rental period. Lessee must submit all event planner business information prior to

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event.

10. No rice, bird seed, confetti, etc. may be used inside the building.

11. No candles with fire may be used.

12. Lessor reserves the right to cancel the event at any time for not abiding by regulations, misconduct, or other action detrimental to participants or leased premises.

13. If lessee requires more time to for preparation, additional preparation time can be purchased. Amron Hall charges \$100/hr for additional hour of preparation time with minimum requirements based on date.

**14. Insurance: Lessee shall have all necessary liability insurance covering all participants, employees, volunteers, spectators, and any other individuals on the Leased Premises. Lessee shall name Lessor and provide proof of such coverage at least Thirty (30) days prior to the Rental Period. Lessee shall provide not less than 1 million (\$1,000,000.00) of coverage for event.**

**The Lessee shall indemnify and hold Amron Properties Lincolnwood, LLC and its affiliates harmless from any and all claims, liability, losses, and causes of actions which may arise out of the operation of the renter's function under the lease agreement. The Lessee shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all service in the name of the Amron Properties Lincolnwood, LLC and its affiliates. When applicable, and shall pay all costs, services, and judgments which may issue thereon.**

15. Property Safety: It is the responsibility of the Lessee to inform their guests that running and playing in the hall is absolutely prohibited. Guests can dance and play on the specified dance floor. It is the responsibility of the lessee to ensure that their guests are adhering to the safety standards mentioned above. Lessee will receive 3 Warnings. After the 3rd warning, \$50 for each additional warning will be deducted from Deposit. If lessee does not comply, event may be cancelled at any time.

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## **PRICE LIST (Check Box & Initial)**

- ( ) Hall Rental Fee : \$300/hr .....(Min. 3 Hours/Day Event Only) \_\_\_\_\_  
( ) Hall Rental Fee : \$1,500.00..... No. of Guests: Up to 100 \_\_\_\_\_  
( ) Hall Rental Fee: \$1,650.00..... No. of Guests: Up to 119 \_\_\_\_\_  
( ) Hall Rental Fee: \$1,750.00..... No. of Guests: Up to 149 \_\_\_\_\_  
( ) Hall Rental Fee: \$2,000.00..... No. of Guests: Up to 169 \_\_\_\_\_  
( ) Hall Rental Fee: \$2,250.00..... No. of Guests: Up to 190 \_\_\_\_\_

\* Changes in Guest Count Requires New Agreement and Dissolution of the old.

### **RENTAL SERVICES | ITEMS**

- ( ) Projector and Screen | \$100.00  
( ) Sound System | \$100.00  
( ) Lighting | \$100.00  
( ) Hi-Boy Table: \$15/table  
( ) Extra Chair | \$10.00/Chair (If Applicable; available)  
( ) Extra Table(s) | \$10.00/Table (If Applicable; 6ft Rectangle; 60in Round; Hi-Boy)  
( ) Garbage Bags (Optional) | \$20

### **OTHER**

- ( ) Additional Decoration Time (Minimum 3 Hours): \$75/Hour  
( ) Dance Practice Time: (Minimum 3 Hours): \$75/Hour

### **CHARGES**

Storage Fee (Left Over Items): \$100/day  
Removal of Decorations (tape, balloons, etc): \$100  
Over Contracted Time: - Billed in 30 Minute Increments - Past 1230 am or 30 minutes after contracted time;  
billing starts at 12am for night events; or time of conclusion - \$300/hr; \$150/half hr

### **SECURITY DEPOSIT: \$400.00**

LESSEE Name: \_\_\_\_\_

LESSEE Address: \_\_\_\_\_

LESSEE Signature \_\_\_\_\_ Date: \_\_\_\_\_

LESSEE Phone: \_\_\_\_\_

LESSEE Email: \_\_\_\_\_

LESSOR: Amron Hall | Benmark, LLC

LESSOR Signature & Date: \_\_\_\_\_

Lessee Initial: \_\_\_\_\_

RELEASE AND WAIVER.

In consideration of my lease/rental from (the "Services"), I, being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "Lessor" or service provider) from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in the Services or any travel related thereto. I promise not to sue Lessor for any of the foregoing.

ASSUMPTION OF RISKS.

I understand that while LESSOR has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Services/rental, LESSOR is not responsible in any manner for any risks related to COVID-19 in connection with the lease/rental. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Services (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks for me and guests associated with lease/rental. Furthermore, I represent and warrant that I nor anyone associated with lease (guests/vendors/etc) do not suffer from any medical condition or disease that might in any way hinder or prevent me from receiving the Services/lease/rental, including, to my knowledge, COVID-19. This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically. To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily. I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Lessee Initial: \_\_\_\_\_