This EVENT RENTAL AGREEMENT (the “**Agreement**”) confirms the arrangements between THE PEEL COMPTON FOUNDATION, an Arkansas non-profit corporation (“**Lessor**”), and \_\_\_\_\_\_\_\_\_ (“**Client**”) for the use of the Compton Gardens and Conference Center (the “**Facility**”). Client engages Lessor for an event (“**Event**”) at the Facility and Lessor agrees to the following terms and conditions:

EVENT. Client desires to host an Event on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. Client will need access to the Facility from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_. Client estimates that \_\_\_\_\_\_\_\_ guests will attend. The Event will run from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_. The Event is described as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is more particularly described in the separate Event Order. The Event will be deemed to begin from the time an employee of Lessor allows Client to have access to the Facility and shall end when Lessor’s employee has determined the Facility is in the same clean conditions as when the Event began.

RENTAL FEE. Client shall pay to Lessor the Rental Fee in full at least 14 days prior to the Event. Failure to submit payment on or before the scheduled payment date may result in release of reservation and forfeiture of deposit and payments made through delinquency date.

|  |  |
| --- | --- |
| Rental Fee: |  |

RESERVATION DEPOSIT. Client must pay a Reservation Deposit of \_\_% of Rental Fee with submission of this signed Agreement. Lessor has no obligation to Client until the Reservation Deposit is paid in full. The reservation deposit is non-refundable.

SECURITY DEPOSIT. Client may be subject to pay a separate Security Deposit 14 days prior to Event or make suitable arrangements with Lessor through a “credit card hold” following confirmation from the credit card issuer. The Security Deposit will be refunded within a reasonable time following the Event, unless the Facility is not left in the same condition in which it was found. In the event that repair or cleaning is needed, the Security Deposit will be applied to those costs with Client remaining responsible for any deficiencies.

|  |  |
| --- | --- |
| Security Deposit Amount (or Credit Card Hold): |  |

OTHER PAYMENT TERMS. Checks, money orders, credit cards, and cashier checks are accepted. Any remaining items, such as those “billed on consumption,” incidentals (linens, a/v equipment, etc.) or overages will be billed within two (2) business days following the Event. Unpaid balances more than thirty (30) days past due are subject to a finance charge of the maximum amount allowable by Arkansas law. First-time clients must leave a credit card on file with Lessor to cover and assure payment for all remaining items.

### INDEMNIFICATION. By signing this Agreement, Client agrees to indemnify and hold Lesssor, its officers, directors, employees, contractors, and agents wholly harmless from any claims, damages, liabilities, or expenses (including, without limitation, reasonable attorneys’ fees and costs of defending any action) (collectively, “**Claims**”) arising out of (i) use of any part of the Facility, (ii) any claims by third parties arising out of or due to the acts or omissions of Client, Client’s officers, directors, guests, invitees, agents, contractors, employees or licensees, (iii) the negligence or willful acts or omissions of Client, Client’s officers, directors, guests, invitees, agents, contractors, employees or licensees, regardless of whether or where such negligence, acts or omissions occurred or (iv) the injury to, or death of, any persons or damage to, or destruction of any property occurring in the Facility. Client further releases Lessor, its officers, directors, employees, contractors, and agents from liability for any damages sustained by Client, Client’s guests or invitees, or any other person claiming by, through or under Client, due to any portion of the Facility becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of other third-party users of the Facility other than officers, directors, employees, contractors, or agents of Lessor. Lessor shall not be liable for any damage to, or loss of personal property or inventory from any cause whatsoever, unless caused by the negligence or willful misconduct of Lessor or its officers, directors, employees, contractors or agents and then only to the extent not covered by insurance to be obtained by Client in accordance with this Agreement. The foregoing indemnity obligation shall include reasonable attorneys’ fees, investigation costs, and all other reasonable costs and expenses incurred by Lessor and shall survive the termination of this Agreement.

### Lessor agrees to indemnify and hold Client wholly harmless from any Claims arising out of (i) any claims by others arising out of or due to the acts or omissions of Lessor, its officers, directors, employees, contractors, or agents, or (ii) the gross negligence or willful acts or omissions of Lessor, its officers, directors, employees, contractors, or agents, regardless of whether or where such negligence, acts or omissions occurred. Lessor further releases Client from liability for any damages sustained by Lessor, or any other person claiming by, through or under Lessor from any acts or omissions of other users of the Facility other than Client, Client’s guests and invitees. Client shall not be liable for any damage to, or loss of, Lessor’s personal property, fixtures, or improvements from any cause whatsoever, unless caused by the negligence or willful misconduct of Client or Client’s officers, directors, agents, guests, invitees, contractors, employees, or licensees and then only to the extent not covered by any insurance obtained by Lessor. The foregoing indemnity obligation of Lessor shall include reasonable attorneys’ fees, investigation costs, and all other reasonable costs and expenses incurred by Client and shall survive the termination of this Agreement.

Ten (10) days prior to the Event, Client shall furnish a certificate of insurance to Lessor, naming Lessor as an additional insured on the primary event policy and require not less than ten (10) days prior written notice to Lessor of any cancellation. Endorsements of existing policies must show the effective date, reflect Lessor as an additional insured and must be appropriately executed so as to confirm the validity coverage. Each policy (or policy endorsement) must also have agreed amount endorsements to suspend any applicable coinsurance clauses.

CANCELLATIONS. The Deposit is fully earned upon execution of this Agreement. Should Client cancel this Event for any reason, none of the Deposit will be returned.

FORCE MAJEURE. Should either Client 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, strikes, riots, terrorist attacks, etc., that directly impact the ability of either to perform the terms of this Agreement, then this Agreement will be considered null and void. Both Client and Lessor agree to immediately notify the other should such incident occur that would prevent the fulfillment of this Agreement.

INCLEMENT WEATHER. The safety of guests and staff is of primary concern. Should hazardous weather occur it will be at Lessor’s sole discretion, to elect to delay or remain closed. In this event, Client will be notified immediately and provided the opportunity to reschedule to another available date or have its Rental Fees refunded in full.

REVOCATION. Lessor may cancel this Agreement for any reason or no reason at all by providing written notice of such cancellation to Client at least thirty (30) days prior to the Event’s date. If Lessor cancels the Agreement for any reason that is not the fault of Client, all payment shall be returned to Client.

PERMITTED USE. Client is authorized in this Agreement to use the Facility to hold the Event, and for no other purposes, unless Lessor gives Client prior written authorization for additional permitted uses. Client may not use the Facility in any manner that may render the insurance for the Facility or upon and of the Lessor’s property void, or which may result in increased insurance premiums for Lessor.

CLEANING FEE: Any event starting after 3pm on Friday or Saturday & Sunday events with up to 25 guests will be charged a $150 base cleaning fee. Cleaning fees increase $50 for each additional 50 guests in attendance. By initialing here \_\_\_\_\_\_\_\_\_\_\_ you may elect to opt out of the cleaning service and will perform the required rental clean-up as described in the rental clean-up list. Please see Rental Clean-Up Checklist Form for detailed responsibility.

OTHER DOCUMENTS PART OF THIS RENTAL AGREEMENT. The following documents (the “**Other Documents**”) are considered part of this Agreement as if they were set out word for word. If there is a conflict among this Agreement and any (or all) of the Other Documents, this Agreement shall control.

CLIENT SIGNATURE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

LESSOR:

The Peel Compton Foundation, an Arkansas non-profit corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**DOCUMENTS CONSIDERED PART OF THIS RENTAL AGREEMENT:**

1. Clean-up checklist and Payment Schedule.
2. Rental Policies and Guidelines.
3. Event Order.

COMPLETE CLIENT AND POINT OF CONTACT INFORMATION

Peel Compton Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**CHECKLIST AND PAYMENT SCHEDULE**

**Client Information Point of Contact**

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BALANCE DUE DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For all payments: check, money order, or cashiers checks are accepted. Please make payable to **THE PEEL COMPTON FOUNDATION**.

**CHECKLIST**

**To Secure Date and Time:**

Signed Agreement

Reservation Deposit (50% of Rental Fee) Paid

**14 days before Event:**

Total Rental Fee Paid

Security Deposit Paid (If applicable)

Outside Vendor Information Provided

Certificate of Insurance Provided (If applicable)

**14 Days before Event:**

Miscellaneous Costs, as set forth on the Event Order, Paid

(including linens, and/ or equipment rental fees/ cleaning service fees)

Any Guest Amount Changes Submitted

Final Run of Event Meeting:

Furniture needed

Agenda/ Event timeline

Vendor List/ schedule, deliveries, pick up and tear down

Vendor Certificate(s) of Insurance

Point of Contact