

Cudahy Kennel Club, Inc.

# Facilities Rental Conditions and Rental Agreement

3820 S Pennsylvania Ave, St Francis, WI 53235

(414) 769-0758

## Conditions

1. All rentals are subject to availability. Early reservation is strongly suggested. Prior events are given priority when scheduling.
2. A security/damage deposit of **\$300 is required with the application** to confirm the reservation. The full rental fee is required **prior to the start of the event**. The security deposit will be returned within seven (7) days of the event provided all conditions of this agreement are met.
3. The agreement applies only to the equipment and hours specified on the application. In applicable, it is the responsibility of the applicant to see that only those equipment items specified in the agreement are used for the designated time.
4. Persons or organizations using any of Cudahy Kennel Club's (CKC) facilities or equipment are required to obtain public liability insurance in the amount of \$1,000,000 naming Cudahy Kennel Club as an additional named insured.
5. **Additional fees may be levied for actual replacement, repair, or cleanup cost** for any loss, damage, or condition resulting from any activity above normal wear and tear.
6. Clean-up following the event is the responsibility of the lessee. All equipment must be stored as originally found, including:
  1. Return all equipment to its pre-event location and condition.
  2. Retrieve and store all cleanup supplies and signs to the original locations.
  3. Store all easels, mats, and 100' tape measure, and chairs to their pre-event locations.
  4. All equipment must be placed properly in the storage area.
7. Clean-up and restoration of Facilities will be charged at cost. Historically, clean-up has averaged around \$150, with a significant premium for clean-up on an unscheduled basis to allow reuse of the facilities by CKC on the day following the event.

**Rental Rates:** \$300.00 Security Deposit

\$300/day for day of event –

\$100 for set-up date for 9 pm on the day prior to the event.

*(CKC typically uses the building on the day prior to the event.)*

## Facilities Rental Agreement

This Facilities Rental Agreement (“Agreement”), is entered into on *(date)* \_\_\_\_\_, by and between *(agent/lessee)* \_\_\_\_\_, of *(leasing party)* \_\_\_\_\_, *(address)* \_\_\_\_\_, *(City, State, Zip)* \_\_\_\_\_, and Facilities Rental party agent of CKC, *(name of agent)* \_\_\_\_\_.

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### **GRANT**

Lessor (CKC), on the dates and times set forth herein, and subject to the terms and conditions of the Agreement, hereby grants to Lessee a license to use (describe room or building) \_\_\_\_\_ on the date(s) of the Event and will end at (turn back over time below)

### **DATE/TIMES OF PERMITTED USE**

Access to the Facility for the Event will commence at (date/time) \_\_\_\_\_ and will end at (date/time) \_\_\_\_\_.

### **RENTAL FEE**

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of (total rental fees) \_\_\_\_\_, plus all other charges to be paid by Lessee under this Agreement (the “Rental Fee”). Rental Fees shall be paid in full by Lessee prior to the event.

### **INDEMNIFICATION**

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and volunteers 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. Lessor 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 damages 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 part 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 of any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of the covenants hereunder. In any of the aforesaid events, 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, and in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby.

### **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacement need to be made to the Facility as a result of Lessee’s exercise of its rights under the 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 180 days prior to the Event Date by providing written notice of such election to Lessor, at no cost by Lessee. If Lessee shall elect to cancel this agreement between 179 and 90 days prior to the event date, lessee will be charged 50% of the Rental Cost. For cancellation 89 days or less prior to Event Date Lessee will be charged 100% of Rental Costs and any expenses incurred by Lessor.

This Agreement shall be signed by (CKC/Lessor) \_\_\_\_\_  
and by (Agent of group/Lessee) \_\_\_\_\_

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement as  
of the day and year first above written.

LESSOR:

Cudahy Kennel Club, Inc.

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

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

LESSEE:

\_\_\_\_\_

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

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