

EDWARD A. MYERBERG SENIOR CENTER

LEASE AGREEMENT

THIS LEASE AGREEMENT made this day of

Lessor, and _____ hereinafter

Lessee.

I. PREMISES/EQUIPMENT

A. Lessor hereby leases to Lessee the herein-designated portion of the premises known as the
FROSBURG ROOM (480 meeting, 225 banquet)

B. Lessee leases from the Lessor the following area:

C. Lessee leases from the Lessor the following equipment (specify amount, quantity and type).

* Please attach room diagram showing set-up as required.

II. TERM

A. The term of this Lease is as follows: Date and Time: _____
_____ which includes the time for set-up and preparation, event
and clean-up.

B. Lessee's access to and use of the above identified facility shall begin and end at the exact
times aforesaid which shall include preparations and clean up. Lessor acknowledges that

deliveries to the premises can be made the afternoon of _____.

Lessee will advise Lessor of the nature and amount of items to be delivered and the approximate time of the deliveries. All deliveries must be completed between 2:00 pm & 3:30 p.m. Unless otherwise specified in writing to both parties, Lessee and/or Lessee's service providers shall not have access to the premises at any other times.

- C. If Lessee fails to vacate the premises at the aforesaid time, Lessee shall be charged an additional Two Hundred (\$225.00) per hour or any portion thereof: said sum shall be deducted from Lessee's security deposit as herein designated.

III. **DESIGNATED USE**

- A. The premises shall be leased by Lessee exclusively for

Number of people: _____

and for no other use.

- B. Lessee shall not use or allow the use of the leased premises in any way that will increase, change, or significantly depart from the aforesaid use. Lessee shall not conduct any activity or bring anything in or about the leased premises that would or could result in an increased insurance risk or cancellation of an insurance policy.
- C. Lessee shall not store, use, or sell anything in or about the leased premises if said item(s) is/are prohibited by any fire insurance policy, or law, regulation, or ordinance affecting the occupancy or use of the premises. Lessee shall not use or allow the use of the premises for any illegal or immoral purposes.
- D. If Lessee's use of the premises requires a license or any governmental notice or approval, Lessee shall be solely responsible for obtaining same and complying in all other ways with all such laws, regulations, ordinances, and requirements.

IV. **RENTAL SECURITY DEPOSIT**

- A. Lessee shall pay to Lessor not later than ninety (90) days in advance of the herein-designated term, or if rental agreement is executed within the 90 day period pay on signing agreement, the amount of **\$250.00** as a security deposit, to be held by Lessor, in Lessor's sole judgement, to secure the payment of all amounts due hereunder and to compensate the Lessor for any damage to the facility or the property therein contained sustained during the term. **Fifty dollars of this deposit is non-refundable.** The center will provide a security person as additional supervision during the event.
- B. Lessee shall pay to Lessor not later than Thirty (30) days in advance of the herein designated term, or if rental agreement is executed within the 30 day period pay on signing agreement, the amount of _____ as the rental for the premises aforesaid. Janitorial support is included, if the rental is a four-hour minimum, on the specific day.
- C. Upon Lessee's request, Lessee and Lessor shall perform a walk-through inspection of the premises within forty-eight (48) hours immediately prior to the lease term for the purpose of enumerating all pre-existing damages and ascertaining that the premises are clean to the reasonable satisfaction of the Lessee.
- D. The Lessor shall retain as damages fifty percent (50%) of the security deposit for any reservation canceled forty-five days or more prior to the term. The Lessor shall retain as damages the full security deposit for any reservation canceled less than forty-five (45) days prior to the term.

V. **USE OF CATERER**

- A. Lessee shall provide Lessor no later than 30 days before rental date a signed Caterer's Agreement, Caterer's Security Deposit, current Certificate of Insurance, and detailed floor plan, set-up and delivery schedule, and request for use of any of the Center's equipment or additional space for temporary storage.

VI. **INDEMNIFICATION**

- A. Lessor shall not be liable for damages or claims for injury to persons or property from any cause or reason relating to the occupancy of the premises by Lessee, including those damages arising out of losses occurring in the interior of the building, on the sidewalks, in the parking lot, and any other areas surrounding or adjacent to the building. Lessee shall indemnify Lessor and hold Lessor harmless from all liability, loss, damage claims and/or obligations resulting from any injuries or losses of any nature associated with the use of the premises.
- B. If a Caterer is not used, Lessee will provide a Certificate of Insurance which shall name the Center as an additional insured to at least One Million Dollars (\$1,000,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) for property damage. A copy of this Certificate of Insurance shall be provided to the Center not less than thirty (30) days prior to the event scheduled.
- C. Lessee, on its own behalf and for its contractors, guests, invitees, waives any and all claims against Lessor for damages relating to its occupancy of the premises from any cause whatsoever, including, but not limited to, burglary, theft, water, act of God. Lessee shall defend and indemnify Lessor from all liability, losses, penalties, damages, claims, demands, causes of action, costs, expenses, attorney's fees, court costs, judgements arising out of or related to this Lease Agreement.

VII. **COMPLIANCE WITH RULES AND REGULATIONS**

- A. Attached hereto, and incorporated herein by reference is Exhibit A, Rules and Regulations. The parties agree that Exhibit A shall be considered a part of this Lease Agreement.
- B. Lessee has read and fully understands the Rules and Regulations and shall abide by and comply with these. Similarly, Lessee shall require the compliance by its service providers, guests, invitees, etc.

VIII. **MISCELLANEOUS**

- A. This Lease Agreement represents the final and entire agreement between the parties; said agreement may be modified only in writing and executed with the same formality thereof.
- B. The laws of the State of Maryland shall govern the construction and interpretation of this Agreement.
- C. The invalidity, illegality, or unenforceability of any provision of this Lease Agreement shall not render the other provisions invalid, illegal, or enforceable, and any such provision shall be severed from this Agreement.
- D. The undersigned represents that he/she is authorized to execute this agreement on behalf of Lessor and the Lessee shall be fully bound hereby.

A SMOKE FREE FACILITY.

IN WITNESS WHEREOF, this _____ day of _____, 2011

WITNESS

Lessor

WITNESS

Lessee

I have read and agree to all of the Rules and Regulations in the attachments to this lease.
My designees and I will abide by these Rules and Regulations.

Signature

Date

