**EVENT SPACE RENTAL AGREEMENT AND CONTRACT**

This Rental Agreement is made on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between Spotlight Performing Arts Studio LLC of 216 W. Lovett St, Charlotte MI, 48813, (Rentor), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MI, \_\_\_\_\_\_\_\_, (Rentee).

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Event:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Set-up starting at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event starting at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event ending at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clean-up ending at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Number expected: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and in consideration of the mutual promises and stipulations contained in this Agreement, Rentor will rent to Rentee, and Rentee will rent from Rentor, the room described in Paragraph 1. The following terms and conditions will be observed.

1. **Rented Room**: The room to which this room rental agreement relates is located at 216 W. Lovett St, Charlotte, MI 48813, and consists of an approximately 18 foot by 40 foot sized room in said premises located on the first floor of the main building. Rentee and their guests have the right to use this Rented Room and its tables and chairs, and to use the bathroom, kitchen area, and to have access to and from the rented room and bathroom and kitchen area. No other areas can be accessed or entered into.

2. **Term of Agreement**: This room rental agreement begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, 20\_\_\_ at \_\_\_\_\_\_\_\_\_\_ and ends at \_\_\_\_\_\_\_\_\_\_\_\_\_.

3. **Room Rental Rate**: The cost of the room rental is $\_\_\_\_\_\_\_\_\_. The rentee will pay $50 non-refundable deposit and $100 refundable deposit to reserve the room. The Rentee must pay the remaining money before 10:00 P.M. on the rented date. There are no refunds for cancellations. Tablecloths and centerpieces can be rented for an additional $50. The rentee \_\_\_\_\_\_\_\_\_\_\_\_ be renting those for an additional $50.

4. **Condition of the Premises**: Rentee agrees to accept the room, its tables and chairs (if any), and premises in their present condition.

**Rentee Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

5. **Use of the Premises**. Rentee must use the room solely for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Rentee must not use the room or premises nor permit the room or premises to be used, in any manner that violates any law, statue, ordinance or regulation. Rentee and Rentee’s guests, invitees and agents will at all times comply with all property rules and regulations of Rentor. At no time will the Rentee engage in activities outside the scope of the above described operation. Rentee and its guests must not touch or move any thermostat or open any window.

6. **Payment of Rental**: All rental payments must be paid to Rentor at 216 W. Lovett St. Charlotte, MI, 48813, or at such other place as may be designated in writing by Rentor to Rentee.

7. **Equipment and Personal Property**: Rentee and its guests may bring their own equipment, supplies, and belongings with the consent of the Rentor and that it should not be unreasonably withheld unless said equipment/supplies/belongings disrupts the everyday business. Rentor is not responsible for Rentee’s or their guests equipment/supplies/belongings and/or personal property.

8. **Rentee to Maintain Room and Premises**: Rentor and Rentee agree that Rentee must at all time keep and maintain the room and premises in a clean and neat condition. No nails, screws, staples or penetrating items will be used on walls, brick or fine wood. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the refundable deposit will be used for repairs. Rentee will, at their sole expense, compensate Rentor for any repair for any damage to the room or premises caused by any act or omission of Rentee or any agent, employee, customer, guest or invitee of Rentee that exceeds the $100 refundable deposit that was paid. Rentee must not in any manner deface or damage the room or premises or any part thereof. Rentee will return the room and premises peaceably and promptly to Rentor at the end of the term of this Agreement, in the same condition as they found it.

9. **Assignment and Subletting**: Rentee must not assign this agreement or sublet all or any part of the Rental Room.

10. **Severability**: The terms of this Agreement are severable. The invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

11. **No Waiver**: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, will not be construed as subsequently waiving any such terms and conditions, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**Rentee Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

12. **Governing Law**: This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

13. **Mandatory Arbitration**: Any dispute under this Agreement will be required to be resolved by binding arbitration of the parties. If the parties cannot agree on an arbitrator, each party will select one arbitrator and both arbitrators will then select a third. The third arbitrator so selected will arbitrate said dispute. The arbitration will be governed by the rules of the American Arbitration Association then in force and effect.

14. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement will not be binding upon either party except to the extent incorporated in this Agreement.

15. **Modification of Agreement**: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if placed in writing and signed by each party or an authorized representative of each party.

16. **Assignment of Rights**: The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

17. **Relationship:** Rentee is not an employee of the Rentor.

18. **Smoking/Vaping, Drug Policy:** Smoking/vaping is not allowed on the property, inside and out in keeping with a professional setting. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (including drug paraphernalia), and/or being under the influence an illegal drug on the property is strictly prohibited and will result in immediate termination of the lease.

19. **Indemnification:** Rentee must indemnify, hold harmless, and defend Rentor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees which Rentor may suffer or incur in connection with Rentee’s possession, use or misuse of the rented room and building/grounds, to include any loss from the use or misuse by Rentee’s guests except losses, claims, liabilities and expenses arising as a result of landlords sole negligence.

**Rentee Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

20. **Alcohol Policy:** Alcohol may only be served with food and done so in accordance with all applicable laws. Further, no keg beer or straight alcohol “shots” are permitted to be served at any rental event. Any alcohol-related problems or disturbances which are not satisfactorily resolved will cause the immediate forfeiture of the entire deposit. Alcoholic beverages are allowed in the Rental Room only. Alcohol may not be consumed in restrooms, outside or in parking lots. Any violation of alcohol use policies may result in the closure of event. All guests are required to be able to provide a valid ID to be served. No one under the age of 21 will be served alcohol. Any guest providing alcohol to a minor (under the age 21) will be required to leave the grounds immediately. Beverages containing alcohol are not allowed to leave the premises and must stay inside the building. Rentee will provide proof of liquor liability at least 7 days prior to event.

The parties hereto have duly executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_, below;

**Rentor:**

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

Signature

Morgan Englehart,

Authorized agent of Spotlight Performing Arts Studio LLC

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

Date

**Rentee:**

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

Signature

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

Name

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

Date