

FACILITY RENTAL AGREEMENT

This Facility Rental Agreement (“Agreement”) is made and effective this **[INSERT DAY]** day of **[INSERT MONTH, YEAR]** (“Effective Date”), by and between the **Covington Council Home, Inc.**, located at 75050 Highway 25, Covington, Louisiana 70435 (herein referred to as “Lessor”), and **[INSERT PARY NAME]**, at **[INSERT STREET ADDRESS, CITY AND STATE]** (herein referred to as “Lessee”). Lessor and Lessee are each a “Party” to this agreement and collectively are referred to as “Parties”.

WHEREAS, Lessee desires to utilize Lessor’s Covington Council Home, Inc., Hall (“the Facility”) for the purpose of **[INSERT DESCRIPTION OF THE ACTIVITY THAT WILL BE CONDUCTED ON THE FACILITY]** (“Event”) and for no other purpose whatsoever.

WHEREAS, Lessor, for and in consideration of the performance by Lessee of all covenants, conditions, terms and agreements hereinafter contained, agrees to grant Lessee the non-assignable right to use the Facility in its present condition.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 THE FACILITY

1.1 Lessor does hereby rent to the Lessee, and the Lessee does hereby accept from the Lessor the enjoyment and use of the Facility at the following dates and times (collectively the “Rental Period):

Date(s)

Time(s)

[INSERT]

[INSERT]

1.2 Use of the Facility

(a) The Facility is to be used by Lessee during the Rental Period for the sole purpose of holding the Event. The Event may not vary without prior written approval of the Lessor.

(b) The Rental Period, in addition to the Event, will be used by Lessee to set up and remove event-related equipment, signage, and such other physical arrangements as may be necessary for the Event.

(c) Lessee shall be solely responsible for furnishing volunteers and other staff for the Event unless other arrangements are made in writing.

(d) Except as provided herein, refreshments of any kind shall not be served or eaten in the Facility. In no event shall smoking be permitted in the Facility. The Lessor will have staff on premises during the event.

(e) In the event that Lessee desires to serve food and/or refreshments during the Event, Lessee shall request permission from the Lessor. The Lessor will provide a full kitchen for Lessee use or allow a third-party catering company to provide food for the event. All drinks of any kind to include soft drinks, alcoholic drinks, and all other drinks will be provided by the Lessor at a pay as you go fee or a basic and premium bar service. Lessor will not provide any staff, unless prior arrangements are made, to serve food.

(f) Bar Service (Beer, Wine, Liquors) are provided as Basic and Premium packages which can be purchased before the event. Covington Council Home, Inc, will provide a bartender (Volunteer) and any tips will be donated to a local charity. The details of these packages are provided on a separate purchase agreement (Event Additions). Covington Council Home, Inc. is not responsible for the number of guests or invitees that do not show up and no refunds will be returned once the package is purchased.

(g) Lessee shall be required to set up and remove its own equipment and personal property at its own expense. Lessor shall not be responsible for damage to or loss of any equipment or property left in the Facility by Lessee or Lessee's guests or invitees.

(h) Use Of Lessor Name/Logo. Except as otherwise provided in Section 8.0, Lessee may not use the name or any logo, trademark or other indicia of Lessor without the prior written consent of an authorized representative of Lessor.

(i) Parking. Lessor shall have no duty to provide parking to Lessee for the Event. Lessee and Lessee's guests and invitees shall park at their own risk.

(j) Security. Lessor shall not be responsible for the security of Lessee, its employees, subcontractors, participants, guests or invitees at any time before, during or after the Event. Lessee shall require that its employees, representatives, guests, invitees, and participants follow the direction of Covington Council Home, Inc, staff, and federal, state and municipal laws, statutes, regulations or ordinances during the term of this Agreement. Lessee further agrees that security for any event serving alcohol or large events will be an additional charge for an Off-duty Deputy from the St. Tammany Parish Sheriff's Office or other qualified security personnel prescribed by law.

(k) Lessee shall leave the Facility, and its vicinity, in the same condition as it was at the commencement of the term of this Agreement. Lessee agrees to pay any extra charges for labor and/or materials when an excessive amount of cleaning is required by Lessor to return the Facility to its prior condition. Lessee also agrees to pay Lessor for any damage as a result of Lessee's use of the Facility. The security deposit shall be applied toward any amount due by Lessor for excess cleaning and/or repair of damage.

(l) Misuse of Property. In the event that Lessee shall use or attempt to use the Facility for any purpose other than those specified herein, or in the event that Lessee shall in any other respect fail to observe and fulfill its agreements herein contained, or if any use or proposed use of the said Facility shall, in the reasonable judgment of the Lessor, be in any way contrary to law or adverse to the academic objectives or the policies of the Lessor, or otherwise improper or

detrimental to the reputation of the Lessor, the Lessor without notice to Lessee shall have the right, at its option, to cancel this Agreement and take immediate possession of the Facility and all rights of Lessee shall thereupon terminate.

(m) Compliance, Health, and Safety. Lessee hereby agrees to comply in all respects with the Environmental, Health and Safety policies of the Lessee, as they may from time to time be available on the Lessor's web site (www.koc3061.org/hall rental), and to otherwise conform its activities and those of its invitees in a manner that will not prevent or impede the Lessor's ability to provide a healthy and safe environment for its members and staff. Lessee agrees to comply with all federal, state and municipal laws, statutes, regulations or ordinances and all agencies thereof, including but not limited to those relating to the payment of taxes or other charges on tickets, admissions or in any way connected with the Event. Lessee agrees to indemnify Lessor against any and all liability, claim, loss or payment of any kind by reason of Lessee's failure or omission to comply with any such law, statute, regulation or ordinance. Lessee further agrees to comply with all rules or requirements of the local police and fire departments, and to obtain and pay for any and all required permits and licenses (i.e. health department, liquor licenses, etc.). Lessee understands that there are occupancy limitations in the Facility and agrees that there shall not be admitted to the Facility a larger number of people than the seating and/or fire capacity thereof will accommodate.

2.0 CONSIDERATION

2.1 Payments

(a) Rental and Deposit. As payment for use of the Facility to be provided by Lessor, the Lessee shall pay to Lessor a rental fee of [INSERT AMOUNT], of which a deposit in the amount of [INSERT AMOUNT] of said rental fee is due and payable at the time of signing this Agreement, and the remaining amount of [INSERT] is due and payable on or before 12:00 o'clock noon on [INSERT DATE – MUST BE BEFORE THE START OF THE EVENT]. All payments hereunder shall be received by the Lessor on or before the dates stated in the previous sentence and shall be submitted to Covington Council Home, Inc., [INSERT NAME OF FACILITY MANAGER], [INSERT ADDRESS OF FACILITY MANAGER]. All checks and other instruments of payment shall be made payable to the "Covington Council Home, Inc."

Bar and Security services purchase agreements will be managed under Event Additions.

(b) The rental fee includes the following services to be performed by the Lessor:

[INSERT DESCRIPTION OF THE SERVICES INCLUDED IN THE RENTAL PAYMENT SUCH AS PARKING, SECURITY, ETC] OR [INSERT "N/A" IF NO SERVICES ARE COVERED IN THE RENTAL FEE]

(c) The rental fee does not include [INSERT WHAT IS NOT COVERED SUCH AS PARKING, SECURITY, CLEANUP, FOOD OR REFRESHMENTS, ETC.]

2.2 Rights of the Lessor Upon Non-Payment or Late Payment; Cancellation by Lessee.

(a) Possession of the Facility. The Lessor shall not be obliged to give possession of the Facility to Lessee until all payments required under this Agreement have been made in a timely manner, as required herein.

(b) Failure to Make Payments When Due. If Lessee should fail to make all payments required by this Agreement on or before the time or times required herein, or make timely arrangements for insurance satisfactory to the Lessor as required herein, the Lessor shall have the right to cancel this Agreement and to retain all amounts of money previously paid on account of this Agreement as liquidated damages and not as a penalty. The Parties agree that such amounts are reasonable in light of the anticipated or actual harm to the Lessor caused by the non-payment of the total rental amount by the Lessee.

(c) Cancellation of Event by Lessee. The rental fee provided for herein shall be non-refundable to the Lessee in the event that the Lessee causes the Event to be cancelled.

(i) The deposit provided for herein shall be non-refundable upon the expiration of [INSERT APPLICABLE TIME PERIOD DEPENDING ON THE START DATE OF THE EVENT] from the date of payment of said deposit to the Lessor.

(ii) The total rental fee provided for herein shall be nonrefundable after [INSERT DATE DEPENDING ON THE DATE OF THE EVENT].

3.0 MATERIALITY OF TERMS AND CONDITIONS

Time is of the essence to this Agreement and all the foregoing and following terms and conditions contained herein are material to the agreement of the Parties. Each Party agrees to observe, keep and perform all such terms and conditions, a breach of any of which shall constitute a breach of this Agreement.

4.0 INDEMNIFICATION AND RELEASE BY LESSEE

4.1 Lessee agrees to fully indemnify, protect, defend and hold harmless Lessor and Lessor's governing board, members, officers, directors, employees, volunteers, agents, and representatives ("Lessor Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities (including attorneys' fees associated with same) arising in favor of or asserted by or on behalf of any person or entity for bodily injury, personal injury, death or property damage arising out of or related to the Event or to the use of the Facility by Lessee (including, but not limited to, Lessee's contractors, subcontractors, service providers, guests and invitees), regardless of whether caused, in whole or in part, by negligence, strict liability or other legal fault attributable to any of the Lessor Indemnified Parties.

4.2 Infringement of Intellectual Property. Lessee warrants and represents that no copyrighted music, videos, movies, photographic images or other sounds or images owned by another ("Intellectual Property") shall be played, displayed on, broadcast from, or otherwise presented

during the Event unless Lessee has the legal authority to use the Intellectual Property in the manner in which it is actually being used during the Event.

4.3 Limits of Lessor's Liability; Lessee's Release. Lessor shall not be liable for any loss of property or for any bodily injury, however incurred (including, but not limited to, damages arising from the infringement of Intellectual Property or the provision of food or beverages during the Event), that is incurred or suffered by the Lessee, its agents, employees, or invitees, on or in proximity to the Facility during the term of this Agreement. The Lessor is hereby expressly released and discharged from any and all liability for any loss, injury, or damages to such persons or property.

5.0 ASSIGNMENT

This Agreement shall not be assigned by Lessee, nor may Lessee subrent or sublicense said Facility, or any part thereof, or permit any business or activity on the Facility other than the use specified herein. This provision shall not be construed to prohibit Lessee from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Lessee.

6.0 FORCE MAJEURE

If the Facility is rendered unsuitable for the conduct of the Event by reason of Force Majeure, the Lessor and the Lessee are released from their obligations as they pertain to the Event. Force Majeure shall mean any act of God, governmental act, act of terrorism, war, fire, flood, earthquake, hurricane, or other natural disaster, explosion or civil commotion.

7.0 EVENT INSURANCE

In accordance with the provisions of Exhibit A, incorporated herein by this reference, Lessee shall be responsible for the provision of and the payment for insurance and/or other arrangements to protect the Lessor against loss, as provided for in such Exhibit.

8.0 LIMITED LICENSE

8.1 License. Subject to the terms and conditions contained in Sections 8.2 and 8.3, Covington Council Home, Inc. (the "Licensor") hereby grants to [INSERT LESSEE'S NAME] (the "Licensee") a non-exclusive, non-transferable, irrevocable, limited license to make, reproduce, convert between media, and/or use:

- (a) videos, still photographs or other images of Covington Council Home, Inc., real property located on, in, or near the Facility; and
- (b) the approved name and stylized name of Covington Council Home, Inc..

8.2 Limitations on Approved Uses. The limited license granted under Section 8.1 may be used *only* for the following purposes: (a) to display on tickets and invitations for the Event and/or on or private notes of appreciation after the Event; and (b) to memorialize the Event for the private use of the Guest.

8.3 Prohibitions. In no Event shall the images, name, stylized name and/or seal of Covington Council Home, Inc., or any other intellectual property of the Lessor be used for commercial purposes, or in conjunction with any disparaging remark or comment about the Lessors or any of its officers, volunteers, or employees, (“Covered Persons”), or be used in any disparaging way or in a way that portrays Covington Council Home, Inc. or a Covered Person in a false light or otherwise subjects it or them to public ridicule or disgrace.

8.4 Reservation of All Other Rights. Except for the rights specifically granted under this Section 8.0, the Licensor hereby reserves all rights, title and interest in and to Covington Council Home, Inc., Intellectual Property.

9.0 ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes any and all prior or contemporaneous oral or written arrangements any and all of which are hereby made null and void. This Agreement may be amended only by a written agreement executed by authorized representatives of both Parties, and which specifically references this Agreement.

10.0 WAIVER

No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving Party. No waiver with respect to a specific circumstance or event shall be deemed a waiver as to any other circumstance or event.

11.0 NATURE OF RELATIONSHIP

Lessor and Lessee shall at all times be considered by each other to be independent entities entering into this Agreement solely for the purpose of carrying out the provisions of this Agreement.

12.0 TERMINATION

12.1 For Cause. Lessor may terminate this Agreement for cause based upon the failure of Lessee to comply with the terms and/or conditions of the Agreement, provided that Lessor shall give Lessee written notice specifying the Lessee’s failure. If within a reasonable time after receipt of such notice, Lessee shall not have either corrected such failure, Lessee shall be in default and this Agreement shall terminate on the date specified in such notice.

12.2 For Convenience. Lessor may terminate this Agreement at any time by giving written notice to Lessee.

13.0 OWNERSHIP OF DOCUMENTS

All records, reports, documents and other material delivered or transmitted to Lessee by Lessor shall remain the property of Lessor, and shall be returned by Lessee to Lessor, at Lessee's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Lessee in connection with the performance of the services agreed to herein shall become the property of Lessor, and shall, upon request, be returned by Lessee to Lessor, at Lessee's expense, at termination or expiration of this agreement.

15.0 FISCAL FUNDING

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by Covington Council Home, Inc.. If the Covington Council Home, Inc. fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the members of Covington Council Home, Inc. or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate immediately.

17.0 SEVERABILITY

If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision of this Agreement as a whole, which shall remain in full force and effect.

THUS DONE AND SIGNED on the day, month and year first written above.

WITNESSES SIGNATURES: LESSOR: COVINGTON COUNCIL HOME, INC.

By: _____

Title: _____

WITNESSES SIGNATURES: LESSEE: [INSERT NAME]

By: _____

Printed Name: _____

_____ Title: _____

Final # of guest _____	Date paid	Initial
Deposit \$200 (to hold date)		
Rental (Due 7days before event		
Bar service		
Miscellaneous		

Attachment A Insurance Requirements

[INSERT LESSEE NAME] shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with its use of Covington Council Home, Inc. facilities. The cost of such insurance shall be borne by [INSERT LESSEE NAME].

A. Minimum Scope and limit of Insurance. Coverage shall be at least as broad as:
One Million/Five Million Plan: \$1 Million per occurrence, \$5 Million Aggregate; Property damage \$1 Million; Medical \$5,000.

B. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if [INSERT LESSEE NAME] hires any employees to work at such activities/events.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Covington Council Home, Inc.. At the option of Covington Council Home, Inc.: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects Covington Home Home, Inc., its officers, officials, employees and volunteers; or [INSERT LESSEE NAME] Shall procure a bond guaranteeing payment of loss and related investigation, claim administration, and defense expenses.

D. Other Insurance Provisions

1. General Liability

a. Covington Council Home, Inc., its officers, officials, employees and volunteers are to be covered as “additional insured’s” as respects: liability arising out of premises owned, occupied or used by the [INSERT LESSEE NAME]. The coverage shall contain no special limitation on the scope of protection afforded to the University, its officers, officials, employees or volunteers.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Covington Council Home, Inc., its officers, officials, employees or volunteers.

c. Verification of Coverage. [INSERT LESSEE NAME] shall furnish Covington Council Home, Inc. with certificates of insurance, effecting coverage required by this clause. The certificates are to be received and approved by Covington Council Home, Inc. before the activities/events commences. Covington Council Home, Inc. reserves the right to require complete, certified copies of all required insurance policies at any time.