

## EVENT RENTAL AGREEMENT

This Event Rental Agreement (“Agreement”), is entered into on \_\_\_\_\_, by and between Coyote Lakes Recreation Club, of P.O. Box 1766, Surprise, Arizona 85378 (“Lessor”) and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ (“Lessee”). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Coyote Lakes Recreation Club “Facility” for the \_\_\_\_\_ (“Event”).

### DATE/TIMES OF PERMITTED USE

Date of event: \_\_\_\_\_. Access to the Facility for the Event will begin at \_\_\_\_\_ and will end at \_\_\_\_\_.

Access to the Club includes parking area, BBQ area, and all rooms within the facility except locked storage areas. Pool area and tennis courts are excluded from this agreement.

### INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees 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. Lessee 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 damage 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 party 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 or any other charges due hereunder when the same is due.
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and 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, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

#### **INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building.

#### **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this 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 10 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 9 and 4 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 3 days prior to Event Date, Lessee will be charged 100% of the Rental Cost and any expenses incurred by Lessor.

#### **OTHER INFORMATION**

If alcohol is brought to the event please remove from the premises upon leaving.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LESSEE Contact Info**

\$150/hour – minimum of 4 hours. 2 Checks are enclosed. One for \$\_\_\_\_\_ for the rental period of \_\_\_\_\_ hours and a separate check for the refundable security deposit of \$250. The security deposit check will only be cashed in case of damage or if the facility requires cleaning.

Contact Name	
Contact Address	
CONTACT EMAIL	
CONTACT PHONE	

Make checks payable to **Coyote Lakes Recreation Club**.

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

Signature: \_\_\_\_\_