



**NEW PALESTINE LIONS COMMUNITY CENTER**

**5242 W. US 52, P. O. BOX 492, NEW PALESTINE, IN 46163**

**LEASE AGREEMENT**

**(Non-Members)**

This Lease Agreement ("Lease") is entered into in New Palestine, IN by and between the New Palestine Lions Club (hereinafter called the "Lessor") and

\_\_\_\_\_ located at (lessee's address) \_\_\_\_\_ (hereinafter called the "Lessee").

Lessor owns the New Palestine Lions Club facility located at 5242 W. U.S. HWY 52, New Palestine, IN ("Facility"). Lessee desires to rent the Facility Area (as defined in Section 6 below) for a specific purpose and for a defined term pursuant to the terms and conditions of this Lease. NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

**AGREEMENT:**

**1. TERM.** The rental period shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_ AM/PM ("Commencement Date"), and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at 11:00 P.M. or if earlier at \_\_\_\_ AM/PM ("End Date")(Commencement Date and End Date are collectively the "Term").

**2. RENTAL RATE AND PAYMENT.** The Lessee covenants and agrees to pay as rent for the Term the amount identified below in this Section 2 ("Rent"). Lessee agrees to pay a minimum of one-half (1/2) of the Rent upon signing this Lease. Failure to pay such amount may, at Lessor's sole option, result in termination of the Lease or allow Lessor to rent the Term to another party without liability to Lessee. The Rent shall be paid in full thirty (30) days prior to the Commencement Date or if this Lease is signed less than thirty (30) days prior the Commencement Date, the Rent shall be due in full upon signing this Lease. Rent shall be paid by check made payable to New Palestine Lions Club or credit card (with a \$35 service fee).

### STANDARD RENTAL RATES

- **\$750\* each day** (Friday, Saturday or Sunday from 8:00 A.M. up to 11:00 P.M.)
- **\$700\* each day** (Monday, Tuesday, Wednesday, or Thursday from 8:00 A.M. up to 11:00 P.M.)
- **\$475\* for a 6-hour period** (Friday, Saturday or Sunday only up to 11:00 P.M.).
- **\$450\* for a 6-hour period** (Monday, Tuesday, Wednesday, or Thursday only up to 11:00 P.M.).

**\*Prices above are subject to change if rental is on a designated Guest Day**

**TOTAL RENT DUE FOR THIS LEASE: \$** \_\_\_\_\_

**3. RESERVATION OF THE TERM.** If a minimum deposit of one-half (1/2) of the Rent is paid thirty (30) days prior to the Commencement Date, Lessee's Term will be reserved. In order to reserve the Term within thirty (30) days of the Commencement Date, the full amount of Rent must be paid.

**4. RENTAL DEPOSIT.** The rental deposit shall be \$300 for a rental and shall be paid to Lessor, separate from the Rent, upon signing of this Lease. The rental deposit shall be paid by check or credit card (with a \$35 service fee). The rental deposit is not payment of Rent and shall be held by Lessor without interest to Lessee for the Term of this Lease as a guarantee of the performance by the Lessee of all the covenants and conditions contained in this Lease including, but not limited to the Rules and Regulations identified on Exhibit 1, attached hereto and incorporated herein by reference. Lessor is hereby authorized to expend any portion of the rental necessary to correct, clean, repair or restore damage or loss caused to the Facility by the acts or omissions of Lessee or their guests, invitees or licensees and for any breach of the Rules and Regulations identified on Exhibit 1. The rental deposit or any balance thereof shall be refunded to Lessee within a reasonable period of time after the End Date of the Term after inspection and approval by the Lessor's Facility manager. Such refund may be made by check jointly payable to all Lessees, mailed to one Lessee only, or a credit to a credit card used for the rental deposit payment.

### **5. TERMINATION AND CANCELLATION.**

**(a) By Lessor:** Lessor shall have the right to terminate or cancel the Lease for any reason upon notice to Lessee regardless of any reserved status, and upon notice of such termination, Lessee shall have no right to rent or have access to the Facility. In the event Lessor terminates the Lease for cause including, but not limited to, failure to pay the Rent or the rental deposit or a breach of the covenants or obligations in this Lease, Lessee understands and agrees that any Rent paid by Lessee shall be forfeited. In the event Lessor terminates the Lease for convenience or as the result of a casualty or condemnation (as defined herein), all monies paid by Lessee shall be returned to

Lessee as provided herein. For purposes of this Lease, “casualty” shall mean that the Facility has been affected by fire, the elements, unavoidable accident or other damage not in Lessor’s control, and “condemnation” shall mean all or any part of the Facility should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or sold to the condemning authority under threat of condemnation. Lessor shall only be obligated to return the rental deposit if such has not been utilized as allowed under this Lease. All monies returned under this Section 5(a) shall be returned by Lessor within 7-10 business days of termination or after presentment and payment by the Lessee’s bank, whichever occurs last.

**(b) By Lessee:** Lessee shall have the right to terminate the Lease for any reason upon notice to Lessor, and upon such notice, all rights to rent or have access to the Facility shall be forfeited. In the event Lessee terminates the Lease due to a casualty or condemnation event at the Facility as defined in Section 5(a) above, all Rent and/or rental deposit paid as of the date of the termination notice will be returned to Lessee. In the event Lessee terminates the Lease for convenience, the Rent and/or rental deposit paid as of the date of termination will be returned as follows: (i) provided Lessee gives Lessor at least thirty (30) days’ notice prior to the Commencement Date, 50% of the Rent will be returned to Lessee; or (ii) if Lessee gives less than thirty (30) days’ notice from the Commencement Date, Lessor shall not be obligated to return any portion of the Rent to Lessee. Additionally, Lessor shall only be obligated to return the rental deposit if such has not been utilized as allowed under this Lease. All monies returned under this Section 5(b) shall be returned by Lessor within 7-10 business days of termination or after presentment and payment by the Lessee’s bank, whichever occurs last.

**6. USE OF FACILITY AND ADVERTISING ON PREMISES.** Lessee agrees that the Facility shall be used in accordance with this Lease and the Rules and Regulations identified in Exhibit 1 attached hereto and only for the purpose identified below, unless otherwise approved in writing by Lessor. For purposes of this Lease, the definition of “Facility Area” shall include the main Lions Club hall and adjacent parking lot and no other buildings or grounds owned by Lessor and located on the Facility premises. Lessor is not restricted on utilizing, by itself or any third party, the other buildings or grounds owned by Lessor and located on the premises during the Term; provided, however, Lessee shall have exclusive access to the Facility Area and non-exclusive access to the restrooms, other than as provided for Lessor in this Lease. Any access to the kitchen or other areas of the Facility shall be identified in the Accessory Agreement.

**PURPOSE:**

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Lessee understands and agrees that the Rent shall not include a right to advertise on Lessor’s premises. If approved by Lessor, in its sole discretion, Lessee may place a banner in Lessor’s existing sign area for up to a one (1) week period prior to the Commencement Date. Any advertising by Lessee on Lessor’s premises shall be in compliance with all local, state, and federal laws, rules, regulations, orders, and ordinances.

**7. INSPECTION OF PROPERTY.** Lessee has inspected the Facility prior to the Commencement Date of this Lease and finds the Facility to be in good, safe, and clean condition. Lessee further agrees to keep the Facility in as good and clean condition and repair as when so inspected and when first occupied, and will keep the Facility free from any debris, trash, filth and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance.

**8. ACCESS BY LESSOR.** Lessor shall be entitled to and shall have the right, at all reasonable times, to inspect the Facility for any damage or destruction to determine whether or not Lessee is performing and observing all the agreements contained herein, and to make any necessary repairs. Lessor shall not be liable to Lessee or any of their guests, invitees or licensees for any loss or damage to them or their persons or their personal property from any cause whatsoever, except Lessor's gross negligence or willful misconduct.

**9. INDEMNITY AND RELEASE.** Lessor is not providing security, security systems, locks or protection for Lessee or their guests, invitees or licensees or any of their personal property. Lessee agrees to provide protection and security for Lessee and their guests, invitees or licensees and the Facility. Lessor shall not be liable to Lessee or their guests, invitees, licensees or any other person at the Facility for personal injury, property damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, or any other causes. Lessee agrees to indemnify, defend and hold Lessor, and any person claiming through or under Lessor, harmless from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees or judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney fees, resulting from or in connection with any breach of this Lease, or injury to or loss of life of any person, or for damage of property arising directly or indirectly from the use and occupancy of the Facility by Lessee or from the act or omission of any person or persons granted entry by Lessee, including Lessee on or about the Facility, excepting however those claims arising out of the gross negligence of willful misconduct of Lessor.

**10. MULTIPLE LESSEES.** In the event there is more than one Lessee, each Lessee is jointly and individually liable for all obligations and sums due under this Lease. A Lease violation by one Lessee, an occupant of the Facility or their guests, invitees, or licensees is a violation by all Lessees. Notice by Lessor to any Lessee is notice to all Lessees.

**11. REPRESENTATIONS AND RESPONSIBILITIES OF LESSEE.** In addition to other responsibilities set forth elsewhere in this Lease, Lessee represents and warrants that Lessee is at least 18 years of age, Lessee will abide by the Rules and Regulations attached hereto as Exhibit 1, and any and all actions by Lessee under this Lease will be in compliance with all laws, rules, regulations, orders, and ordinances.

**12. INSURANCE.** Lessee shall obtain and maintain during the Term of this Lease insurance coverage in the types and amounts that are sufficient to cover Lessee's activity under this Lease.

**13. MISCELLANEOUS.** (a) No Waiver. The waiver by Lessor of any default or breach of any term, covenant or condition herein contained or the subsequent acceptance of Rent, shall not be deemed to be a waiver of such term, default, covenant or condition or any subsequent default or

breach of the same or any other term, covenant or condition herein contained, unless such waiver is in writing and signed by Lessor. (b) Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, and of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. (c) Governing Law. The terms and conditions of this Lease shall be governed by the laws of the State of Indiana, without regard to its conflicts of law principles. (d) Entire Agreement and Amendment. This Lease and any referenced attachments or exhibits constitute the entire agreement between the parties hereto and may not be changed, modified or amended unless such change, modification or amendment is in writing and executed by Lessor and Lessee. (e) Legal Expenses. Lessee agrees to pay any and all fees or expenses incurred by Lessor in enforcing the obligations of Lessee under this Lease including, but not limited, to all costs of collection, court costs, and attorney's fees. (f) No Assignment. Lessee shall not be entitled to assign any part of this Lease to any party. Lessor shall have the right to assign any or all of this Lease to any party. (g) Notice. All notices and other communications to be given to any party pursuant to this Lease will be in writing, and will be deemed effective (i) on the date delivered personally, or (ii) on the third business day after being sent first-class registered or certified mail (return receipt requested), addressed as set forth in the preamble of this Lease. Either party may change such address by giving written notice of such change to the other party in the manner provided herein. (h) Cumulative Remedies. The rights and remedies reserved to Lessor in this Lease are cumulative, and additional to all other or further remedies provided in law or equity. (i) Headings. The headings in this Lease are for convenience of reference only and do not affect the meaning of this Lease in any manner. (j) A minimum of Thirty Dollars (\$30.00) shall be due for any returned checks, and Lessee agrees to pay Lessor all costs incurred by Lessor in any related collection efforts.

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

**New Palestine Lions Club**

**“Lessor”**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Lessee**

By \_\_\_\_\_

(Sign Name)

By \_\_\_\_\_

(Print Name)

Driver's License # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Phone # (H) \_\_\_\_\_ (C) \_\_\_\_\_

Date \_\_\_\_\_

**Lessee**

By \_\_\_\_\_

(Sign Name)

By \_\_\_\_\_

(Print Name)

Driver's License# \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Phone # (H) \_\_\_\_\_ (C) \_\_\_\_\_

Date \_\_\_\_\_

**Please return the signed and completed agreement to [rentals@nplions.com](mailto:rentals@nplions.com).**

## Exhibit 1

### RULES AND REGULATIONS

1. No sale of any alcoholic beverage or use of any alcoholic beverage is allowed in or on the Facility premises. Landlord is the sole provider of alcohol at the Facility on designated Guest Days.
2. No game of chance or gaming activity (e.g., lottery, raffles, 50/50, pull tabs, bingo, etc.) is allowed in or on the Facility.
3. There shall be no use of the fireplace unless a separate Accessory Rental Agreement is executed by Lessor and Lessee.
4. No smoking is permitted in the Facility or within twenty-five (25) feet of the Facility's entrances.
5. No animals are allowed in the Facility, except for handicap or assistance animals.
6. All electrical equipment used in the Facility shall be UL approved.
7. No person shall nail, staple, spray, hang, or attach anything to the walls, ceilings and/or ceiling panels, floors, or fixtures by any means (Note: This includes Command strips or similar materials). No holes are to be drilled, cored, or punched in the walls, floor, or ceiling. Lessee shall be directly responsible for payment of any and all costs to repair or replace damaged walls, ceiling and/or ceiling panels, floors or fixtures. No confetti, sand, sprinkles, etc. shall be used during the rental on the tables, in ballons or any table arrangements.
8. Plaques, banner, and flags shall not be removed from the walls, fireplace mantel, or flagpoles, televisions shall not be removed from the wall mounts, nor shall any fixture be altered or removed.
9. Lessee shall keep all sidewalks and entry to the Facility free from snow and ice, and any other danger to Lessee, its guests, invitees, and licensees.
10. Lessee shall return all keys to the Lessor in the provided exterior Lockbox upon termination or expiration of the Term.
11. Lessee shall comply with all Facility clean up requirements for completion upon termination or expiration of the Term as provided in a Facility Clean Up document signed by Lessor and Lessee upon Commencement of the Term, a copy of which is attached hereto as Exhibit 1-A.
12. A breach of any of these Rules and Regulations is cause for immediate termination and shall result in forfeiture of the rental deposit in whole or in part in Lessor's sole discretion.

## **Exhibit 1-A**

### **FACILITY CLEAN UP**

Prior to the Lease Term, Lessee shall clean up the Facility Area as stated below.

1. All trash containers (interior and exterior if used by Lessee) shall be emptied. All trash shall be taken outside to the dumpster on the East side of the Facility.
2. All tables and chairs shall be wiped clean and returned to the appropriate storage racks.
3. The floor shall be broomed clean, free of debris and trash. If there is any debris that cannot be removed by broom, Lessee shall mop the applicable area.

Any failure to fully perform the items above shall result in forfeiture of the Lease rental deposit, in whole or in part as solely determined by Lessor.

**ACCESSORY AGREEMENT**

The Lessee designated below is renting the New Palestine Lions Club facility pursuant to the terms of the Lease Agreement (Non-Members) executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Lease Agreement”), and will have access to the Facility Area as defined in the Lease Agreement.

Pursuant to this Agreement, Lessee desires to have access to the following areas of the facility and/or to rent the following items at the fee designated herein under the conditions stated:

**1. Kitchen (check all that apply)**

- \_\_\_ Sink
- \_\_\_ Ice Machine
- \_\_\_ Microwave
- \_\_\_ Coffee Pot (Lessee shall be required to bring their own coffee and supplies including, but not limited to, cups, sugar, cream, etc.)
- \_\_\_ Other (describe in detail) \_\_\_\_\_

\*All Kitchen items must be cleaned by Lessor on or before the end of the Term.

**2. Linens and Table Runners (round, rectangular and high-top round tables are available)**

Quantity and Color: \_\_\_\_\_

Fee(\$6.00 per linen) : \_\_\_\_\_

Linens are available for the round tables and the rectangle tables and come in a variety of colors such as black, white, navy blue, gray, pink, burgundy, red, green to name some of the choices.

Any fee due for the above checked items shall be due on or before the commencement of the Lease Term payable via the same means stated in the Lease Agreement.

Any damage to the above-checked items or replacement of missing items shall be subject to offset by the Lease rental deposit.

**3. Bartender Fees**

Bartender services are available at a cost of \$325 for up to four hours with an additional fee of \$50 per hour after the initial four-hour time period. Guests can pay for their adult beverages (beer, wine, mixed drinks, shots, soda or water with cash, debit/credit cards.

Yes \_\_\_\_\_ No \_\_\_\_\_ Time period: \_\_\_\_\_

**AGREED AND ACCEPTED TO BY LESSEE:**

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_

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