

S&W HALL RENTAL AGREEMENT

AGREEMENT made this _____ day of _____, _____, by and between PASA Park, an Illinois nonprofit organization (hereinafter referred to as PASA), and:

Name: (X) _____, phone (X) _____,

legal address (X) _____,
(hereinafter referred to as the LESSEE).

WHEREAS, PASA operates S&W Hall, a building containing facilities appropriate for meetings, parties, banquets, and/or social events of various types and descriptions; and *WHEREAS*, the LESSEE wishes to rent the portion of S&W Hall specifically described below; *IT IS HEREBY AGREED* between PASA and the LESSEE as follows:

1. That the following specific portions of Smith & Wesson Hall will be rented to the LESSEE for a 24-hour period on dates (X) _____, from the hours of (X) _____ until (X) _____. This period shall include all of the LESSEE's setup and cleanup time.
2. That the specific portions of S&W Hall to be rented by the LESSEE are:
(X) _____
3. That the LESSEE shall pay to PASA the sum of (X)\$ _____ as rent for the use of the above stated portions of said building, payable in full upon signing of this contract.
4. That as part of this rental agreement in addition to the specific portions of S&W Hall listed above, PASA shall provide the LESSEE one pair of restrooms, standard electrical service, and 1500 gallons of water/sewage service. The LESSEE must make separate arrangement for any additional water/sewage service, or non-standard electrical service.
5. That should the LESSEE provide PASA with a written notice of cancellation no later than thirty (30) days prior to the scheduled date of the rental, PASA shall make a full refund of the rental payment to the LESSEE. No refunds shall be made after thirty (30) days prior to the scheduled date of the rental.
6. That the LESSEE shall assume full liability for the consequences of any events that may transpire at any function it holds at S&W Hall under the terms of this agreement; and that PASA shall not be held liable for the actions of any persons at said function of the LESSEE, nor held liable for the consequences of any events that transpire at said function.
7. That PASA is neither responsible nor liable for the safety of any attendees at any function the LESSEE holds at S&W Hall; nor is PASA responsible or liable for any injuries, including death, that might be suffered by any attendee at any function the LESSEE holds at S&W Hall; nor is PASA responsible or liable for damages to, or theft of, the personal property of any attendee at any function the LESSEE holds at S&W Hall, including automobiles parked at S&W Hall or elsewhere on PASA property; that PASA does not provide a security staff, nor is it a bailee for the personal property of anyone.
8. That PASA does not provide dram shop insurance for the use of alcoholic beverages; nor is PASA responsible or liable for the use of alcohol at S&W Hall or upon PASA property; that PASA does not have, nor is it required to have, a liquor license.

9. That the LESSEE warrants that S&W Hall will not be used for underage drinking, and that LESSEE will take all reasonable steps to insure that minors do not consume intoxicating drinks.

10. That the LESSEE shall have the sole responsibility to insure that the leased premises are used only for lawful purposes; and any acts done in violation of the laws of Barry Township, the State of Illinois, or the United States shall constitute a default on the part of the LESSEE, and could result in the LESSEE's event being immediately terminated, the premises being closed, and the rent retained as payment against any liquidated damage for said breach.

11. That the LESSEE shall enforce PASA's no smoking rules, and shall insure that S&W Hall remains a smoke-free environment throughout the term of LESSEE's occupancy under the terms of this agreement; that smoking is allowed on the S&W Hall veranda.

12. That LESSEE must return all fittings and furnishings of S&W Hall to their original positions as a condition of satisfactory cleanup; that should LESSEE fail to provide satisfactory cleanup, LESSEE shall pay PASA its specified cleanup fee for the portions of S&W Hall rented and/or occupied by the LESSEE.

13. That the LESSEE is liable and responsible for the full repair or replacement cost of any damage done to S&W Hall or to any other portion of the PASA premises by any guests, invitees, or attendees at any function the LESSEE holds at S&W Hall under the terms of this agreement. That the LESSEE agrees to pay such repair or replacement costs for any such damages within seven (7) days of presentation to the LESSEE by PASA of a bill for such damages.

14. That the LESSEE has read and understands the RENTAL TERMS and the S&W HALL USER'S GUIDELINES, and agrees to abide by said guidelines as part of this agreement; *and further agrees* to insure that any person or persons designated by the LESSEE to supervise or be responsible for the setup, conduct, or takedown/cleanup of the LESSEE's occupancy of S&W Hall shall also read and understand the RENTAL TERMS and S&W HALL USER'S GUIDELINES, and shall abide by said guidelines.

In witness whereof, the parties hereto have signed this agreement on the date above-mentioned.

PASA

(X) _____
LESSEE

INDEMNIFICATION/HOLD-HARMLESS AGREEMENT

I/WE, (X) _____, the LESSEE above named, in consideration of the use of the facilities described in the preceding agreement, do hereby agree to indemnify and hold harmless PASA Park, Inc., the Pike-Adams Sportsmen's Alliance, Inc., the Metcalf Family Estate, and all their heirs and assignees thereof, from any loss, cost, or expense in connection with our use of PASA Park premises, and we agree to indemnify them from any loss, cost, or expense in connection with any damages, injuries, or death arising from any activity, event, or function occurring in or about PASA Park and S&W Hall as a consequence of, or attendant upon, our tenancy.

(X) _____
LESSEE