

By signing this contract the Renter Agrees to the following:

1. Payment

- a. **Refundable Security Deposit:** The deposit stated above is due at the time of the signing of the contract. The Deposit will be returned to the Renter upon satisfactory inspection of the rented facility after use. Portions of the deposit will be retained to compensate for any damages or additional clean-up costs attributable to the Renter's use of facility.
- b. **Rental Fee:** Fifty-percent (50%) of the rental fee is due at the time of the signing of the contract.
- c. **Cancellation/Refund:** The rental fee and security deposit will be refunded if event is cancelled by either party at least 30 days in advance. If cancelled 15 – 30 days prior to the event a 10% fee will be retained. If cancelled two (2) weeks prior to event 25% of the fee will be retained.
- d. **Returned Check:** There will be a \$35 return check fee.

2. Clean-up

- a. The Renter is responsible for returning the facility to its original clean and orderly fashion immediately after the use of the facility. This includes, but is not limited to: taking out all the trash generated from the event, returning all tables, chairs and equipment to its proper place. Wiping off all tables and counters. The Renter is also responsible for sweeping, vacuuming and/or mopping the floors as needed.

3. Decorations/Signage

- a. Prior written approval is required to place signs or decorations on the walls.

4. Alcohol & Smoking: There shall be no smoking or use of any alcoholic beverages of any kind on the premises.

5. Food & Beverages: Food and beverages may be consumed in the kitchen and classroom areas. Special care should be taken when consuming food near computer and AV equipment. The Renter will be charged for any stains in the carpet and for any damages to equipment.

6. Assistance Service Animals: Animals are not permitted on the premises, unless they are official assistance service animals.

7. Theft and Damages: The Renter is responsible for any damages and/or theft of EduSerc property or materials during the use of the ETLI rental facility.

8. Hazardous Materials: The Renter agrees not to bring on to the facility any material, substance, equipment or object which is likely to endanger the life of, cause bodily injury to any person or property or which is likely to constitute a hazard.

9. Responsibility and Indemnity:

- a. **Conduct:** The Renter is responsible for the conduct of all event participants. The Renter accepts all responsibility for any injury to person(s) or property, loss of or damage to property or theft of personal property during the use of the rental facility.
- b. **Indemnity:** The Renter shall release, indemnify, keep and save harmless EduSerc, or its agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses including reasonable attorney fees.

10. Facility Use:

- a. **Compliance:** The Renter agrees that any use of the ETLI facility will comply with all statutes, ordinances, rules, regulations issued by the Federal, State and municipal government. The Renter agrees to only use the facility.
- b. **Original Use:** The Renter agrees to only use the facility for the use and purposes as outlined in the agreement. Any changes to event type will need to be approved by EduSerc.
- c. **Admission Fees:** The Renter is prohibited from collecting fees on the premises of ETLI. If there is an admission fee for the attendance of the event, then the fees must be collected prior to the start of the event and must take place off the premises of the ETLI.

Failure to abide by any part of the terms of this agreement will result in the Renter's inability to rent the space at any time in the future.

By signing this Rental Agreement, the Renter acknowledges having read and comprehends this agreement, and understands that this Rental Agreement is binding on both parties and the organizations they represent.

RENTER: _____ EDUSERC, Inc.
Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Organization: _____ Date Signed: _____

Date Signed: _____