

# Rental Agreement

made by and between

## The Alice Aycock Poe Center for Health Education

(herein called "The Center")

and \_\_\_\_\_  
herein called the "User"

Thank you for deciding to hold your event at The Center. This document sets out the basis on which User may use certain facilities and property of The Center.

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (H) \_\_\_\_\_ (B) \_\_\_\_\_

Email: \_\_\_\_\_

Address \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Estimated Attendance \_\_\_\_\_

Date of Contract: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Total Time of Rental: (please allow ample time for event preparation and cleanup) \_\_\_\_\_

- Event location(s) and time(s)
- [\_\_\_\_\_] Room: 3:00 pm – 11:00 pm
  - Conference Room: 3:00 pm – 11:00 pm
  - Kitchen: 3:00 pm – 11:00 pm
  - PlayWELL Park: 3:00 pm – 11:00 pm

### Area(s) to be rented (based on availability)

### Please circle the applicable rates:

	<u>Non Profit</u>	<u>For Profit</u>
Atrium during regular business hours (up to 4 hours)	\$100.00	\$225.00
Atrium after operating hours (up to 4 hours)	\$200.00	\$325.00
Atrium after operating hours (5-8 hours)	\$ 225.00	\$375.00
Theater during regular business hours (up to 4 hours)	\$ 200.00	\$325.00
Theater after regular business hours (up to 4 hours)	\$ 225.00	\$350.00
Board Room during regular business hours (up to 4 hours)	\$ 50.00	\$100.00
Board Room after operating hours (up to 4 hours)	\$ 75.00	\$150.00
Kitchen during regular business hours (up to 4 hours)	\$250.00	\$375.00
Kitchen after operating hours (up to 4 hours)	\$275.00	\$400.00

Kitchen after operating hours (5-8 hours) \$300.00 \$425.00

**Equipment to be rented (based on availability) Please complete:**

	<u>Cost</u>	<u>Number</u>
Chairs	\$1.00 each	_____
Tables (5 foot round)	\$8.00 each	_____
(6 foot rectangle)	\$8.00 each	_____
(High Tops)	\$8.00 each	_____
Cloths	\$10.00	_____
Podium	\$15.00	_____

**Other Items Available for Use:**

	<u>Cost</u>
Coffee Bar (up to 25 people)	\$ 25.00
Zoom Room or IT Support (\$75.00 per hour)	\$75.00 X # hours _____

**Other Charges with Kitchen Only:**

Kitchen Cleaning Fee\* \$75.00

Food Provided by Poe Center  
(Customized for event and amount calculated at time of rental) \$ \_\_\_\_\_

**TOTAL RENTAL FEE** \$ \_\_\_\_\_

**Deposit and Payment**

<b>Security deposit:</b> \$[__.00]	<b>Security deposit due date:</b> _____, 20
<b>Total fee:</b> \$[__.00]	<b>Fee due dates:</b> <b>Reservation Deposit (non-refundable):</b> \$[__.00] due upon signing this Agreement <b>Balance:</b> \$[__.00] due on _____, 20
<b>After-hours fee:</b>	If clean-up for the event has not concluded by the time specified above, then User will pay a fee of \$[__] per hour for each additional hour. User will pay the additional fee within [ ] business days after receiving an invoice from The Center.
<b>Payment method:</b>	User will make all payments either by (1) credit card or (2) check payable to “[_____]” and mailed or hand delivered to The Center contact person specified above.

This document, which includes this form and the attached terms and conditions, creates a legal contract between The Center and User (“Agreement”). By signing below, User confirms that User understands and agrees to the terms of this Agreement. The undersigned have executed this Agreement under seal as of the date and year first written above.

**The Center**

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**User**

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title, if signing on behalf of entity

\_\_\_\_\_  
Date

# Terms and Conditions

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## 1. Basic Agreement

### 1.1 Use of Space

User may hold the event described in, at the location and during the times specified in, this Agreement (“Event”); provided, however; The Center reserves the right to deny any rental requests.

### 1.2 Fees and Payment

User will pay The Center fees in the amount, by the dates, and by the method set out in this Agreement.

### 1.3 Security Deposit and Confirmation

User will provide The Center with a security deposit in the amount and by the method set out in this Agreement together with an executed copy of this Agreement. Once the security deposit and Agreement have been received, the Agreement will be reviewed by The Center for approval. If the Agreement is not approved, User’s security deposit will be returned within 10 days. The Center may apply all or any part of the deposit to (a) unpaid fees, (b) damage repair, cleaning, or similar actions contemplated by Section 7.3, (c) other amounts to which The Center is entitled under this Agreement. The Center will refund any remaining security deposit amount, without interest, within 7 days after conclusion of the Event.

### 1.4 Cancellation by User

User may cancel the Event by giving written notice to The Center. If The Center receives the notice at least 10 days prior to the scheduled date, then The Center will refund to User the security deposit and any fees paid, less the non-refundable Reservation Deposit specified in this Agreement. If The Center receives the notice less than 10 days prior to the scheduled date, then The Center will return to User one-half of the security deposit and will have no obligation to refund any other amounts. If The Center receives the notice less than 5 days prior to the scheduled date, then The Center will have no obligation to refund the security deposit or any other amounts.

### 1.5 Cancellation by The Center

The Center may cancel the Event by giving notice to User if User fails to (i) pay fees; (ii) make the security deposit; (iii) provide proof of insurance; (iv) or obtain permits, all by the dates set out in the Event Plan. The Center may also cancel the Event by giving notice to User if The Center believes conditions are unsafe for the Event. In that case, The Center will refund the security deposit and any fees paid prior to the time of cancellation.

### 1.6 Acting on Behalf of Client

If User is a caterer, event planner or other person acting on behalf of a client, User will identify the client to The Center prior to the Event. User represents and agrees that User is authorized by the client to enter into this Agreement as the client’s agent, that client holds the Event subject to and is

bound by the terms of this Agreement, and that, except as the context otherwise requires, the term “User” means both User and the client. User is responsible for advising the client about these terms and conditions including, without limitation, those relating to activities at the Event and liability matters.

## 2. What The Center Provides

### 2.1 The Center Equipment

The Center will provide the equipment described in this Agreement for User’s use during the Event. The Center will not provide any other equipment or supplies. User will return the equipment in the condition in which The Center made it available.

### 2.2 Food Preparation

Subject to the terms of this Agreement, with The Center’s prior approval, User, or User’s caterer, may use The Center’s kitchen to heat, store, or refrigerate food.

### 2.3 The Center Representative

A representative of The Center will be on site during the Event.

### 2.4 Parking

User and its vendors may use The Center’s small parking lot for the Event and will vacate the lot by the clean-up end time specified in this Agreement. User and its vendors will not leave any vehicles in the lot overnight.

### 2.5 No Further Responsibilities

Except as otherwise specifically set out in this Agreement, The Center will have no responsibility for the set-up, management, and carrying out of the Event, including, without limitation, obtaining any permits required for the Event.

## 3. What User Provides

### 3.1 Planning and Management

User will be solely responsible for the planning, management, and promotion of the Event.

### 3.2 Staff

User will be responsible for employing any catering, entertainment, florist, security, cleaning, or other staff for the Event. User will be solely responsible for the actions of its employees, contractors, vendors, and volunteers (“User Party” or “User Parties”). The use of the term “The Center” in this Agreement shall include any of its employees, contractors, vendors, and volunteers.

### 3.3 Contracts with Third Parties

User may be required to enter into contracts with third parties in order to carry out its Event responsibilities. These contracts will be the sole responsibility of User; The Center will not assume any liability for or guarantee the performance of The Center in conjunction with any of these

contracts.

### **3.4 Event Equipment**

User will be solely responsible for providing equipment or materials necessary for the Event not listed in this Agreement, such as decorations, linens, serving utensils or kitchen supplies (including trash bags).

### **3.5 Food and Beverage**

User will inform The Center if food or beverages will be provided at the Event. If User engages a caterer that is not a preferred caterer of The Center, User will provide The Center with information The Center may request about the food and beverages, including without limitation, the type and source of the food and whether alcoholic beverages are included. Food and drinks found in the Kitchen that are not provided by User are the property of the staff and are not to be consumed by User.

### **3.6 Insurance**

Before the Event, User shall secure and maintain the following insurance as provided herein and written for not less than the following amounts, or greater if required by law.

- Commercial General Liability. With limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate; and
- Worker's Compensation. As required by statute, including employer's liability coverage.

**All User's liability insurance shall include The Center, its agents and employees, as additional insureds on the Commercial General Liability Policy.** User shall furnish certificates of insurance or a copy of the insurance policies, all in the form and substance satisfactory to The Center, evidencing the required coverages with limits not less than those specified above.

### **3.7 Permits**

User will be responsible for obtaining, prior to the Event, any permits required for the Event, including alcohol permits contemplated by Section 4.7.

## **4. Event Activities**

### **4.1 The Center Facility and Installations**

Unless otherwise permitted by The Center, User will, and will ensure that any User Party and Event guest will:

- not touch, remove, displace, cover, obscure, or decorate any equipment, tools, furniture, signage, artwork, or installation
- comply with all signage or instructions related to equipment, tools, or artwork on the premises
- not hang, nail, or tape anything to the walls
- not post signs, decorations, or banners on The

Center's walls, doors or fixtures

- not bring any kind of animal into the facility except for an animal trained to assist a handicapped individual

### **4.2 On-site Representative**

User will ensure that one of its representatives remains on site at all times during the Event, from set-up to the end of clean-up as specified in this Agreement.

### **4.3 Equipment Deliveries**

Prior to the Event, User will provide The Center with information about equipment and other items to be delivered for use during the Event, including without limitation, the type of equipment, a list of vendors, and a timetable for all deliveries. User will be on site to accept deliveries or will coordinate in advance with The Center to accept the deliveries. The Center can accept but not unload, unpack, check, or count any supplies or equipment delivered. The Center will store deliveries from time of drop off to time of pick up subject to space availability. The Center does not lift, carry, or move anything that is not The Center property.

### **4.4 Set-up**

User is responsible for setting up all decorations, rental equipment, tables and chairs, and other items.

### **4.5 Serving Food**

If food or beverages will be provided at the Event, User will be responsible for preparing and serving the food and beverages (alcoholic and non-alcoholic).

### **4.6 No Open Flames**

User will not, and will ensure that persons at the Event will not, bring onto The Center premises any flammable devices, except in accordance with applicable law.

### **4.7 Alcohol**

User may serve or make available alcohol at the Event only if User obtains or ensures that the caterer has obtained, prior to the Event, any alcohol permits necessary for the Event. User will ensure that minors are not served, in possession of, or consuming alcohol at the Event. At the request of The Center, User will communicate to its guests that "For your health and wellbeing, the Poe Center for Health Education asks that you please drink responsibly when consuming alcohol. Please consider the non-alcoholic drinks that are available to you. If you choose to drink, take personal responsibility for your health and safety. Feel free to ask for assistance getting safely to your next destination." User must offer a non-alcoholic beverage alternative. User is requested to hire a professional bartender when liquor is being served on the building premises.

### **4.8 Guest Count**

User will not admit persons to the Event beyond the number stated in this Agreement.

#### **4.9 Conduct on The Center Premises**

User will be solely responsible for the conduct of persons at the Event. User will ensure that persons at the Event: (a) under 18 years old will be accompanied by an adult at all times; (b) will not vape or smoke tobacco, cannabis or other material on The Center premises; and (c) will not bring firearms, other weapons, or illegal substances of any kind onto The Center premises.

#### **4.10 Clean-up**

User will vacate and return the premises to its initial condition. User will, by the clean-up end time specified in this Agreement:

- remove all decorations
- clean up all spaces used, including the kitchen sink, countertops, table tops, floors, and restrooms
- remove all food or bulk items emptied into sinks
- collect all glasses, dishes, and similar items
- collect all trash and recycling (including empty bottles), seal garbage bags, and take them to the trash bin and recycle bin in the parking lot
- stow equipment in areas designated by The Center
- clean the Kitchen and equipment in accordance with The Center's requirements

### **5. Event Activities**

#### **5.1 Compliance with Law**

User must comply with and ensure that guests comply with applicable laws during the Event.

#### **5.2 Music, Entertainment, and Sound Levels**

Music, including live music, is allowed for events taking place after 5 PM, except as otherwise agreed upon by The Center. User must keep such music at all time at an ambient background volume level. For events during normal building business hours (8am-5pm), User must maintain all sound levels at an ambient background level.

#### **5.3 Smoking**

Smoking is not permitted at the building or on the greater premises of The Center. User is responsible for ensuring that neither Event staff nor guests smoke on building premises or The Center premises.

#### **5.4 No Disruption**

User will ensure that Event set-up, conduct, and clean-up will not interfere with or otherwise disrupt The Center's activities or other activities at the building.

### **6. Promotion; Media Release**

#### **6.1 User Responsible**

User is solely responsible for promoting the Event. The Center will have no obligation to promote,

through its website or otherwise, any events in which it is not a sponsor or co-sponsor.

#### **6.2 Use of The Center Name or Logo**

User will not use The Center logo or name in conjunction with any public or private promotion of the Event (other than simply identifying the location to guests) or for any other purpose without first obtaining the prior written consent of The Center.

#### **6.3 Media Release**

The Center may film, tape, photograph, interview, and otherwise document the Event. All video, photographic, audio, written, and other materials created by The Center in connection with the Event and all copyrights in these materials will be the property of The Center and may be made available on The Center's website, in its publications, or through any other media. User is not entitled to inspect or approve versions of any media prior to its use by The Center, nor is User entitled to receive any payment for any such use by The Center.

User is responsible for advising persons attending the Event about this Section 6.3.

#### **6.4 Fundraising**

All fundraising events are subject to approval by The Center's Community Engagement and Fundraising Committee of its Board of Directors.

### **7. Damage or Loss of Property**

#### **7.1 Personal Property Security**

The Center will not be responsible for the loss, theft, or damage of the equipment, supplies or other property of User, any User Party, or any Event guest. User and such persons assume the risk of all such losses.

#### **7.2 Personal Property Left Behind**

If User, any User Party, or any Event guest leave any of their personal property at The Center following the Event, The Center may, but will not be obligated to, store it for User at User's risk and expense.

#### **7.3 Damaged Property and Cleaning**

User will be responsible for any and all damage to or thefts from The Center premises, including artwork or equipment, resulting in any way from the Event, including without limitation, damage caused by acts of User, any User Party, or any Event guest. As provided in Section 1.3, The Center may deduct amounts from the security deposit to cover such costs. User on The Center's demand will pay The Center for all costs incurred in repair, cleaning, or replacement of property damaged or stolen if the cost of repair, cleaning, or replacement exceeds the amount of the security deposit.

### **8. Acknowledgments**

#### **8.1 Conduct**

User acknowledges that User is responsible for the behavior of persons at the Event, and that building security may remove any individuals causing or

threatening property destruction, creating excess noise, or behaving in a threatening or otherwise inappropriate manner.

### **8.2 No Representations about Facility**

User acknowledges that The Center is not making any representations, warranties, promises, or guarantees of any kind, including without limitation, any representations about quality, condition, or suitability of The Center premises for the Event. The Center will make its premises available to User strictly in their present “as-is” and “with all faults” condition. User, by using the premises, acknowledges the premises to be in good order and suitable for User’s use. The Center has no obligation to make any alteration, improvements, or repairs of any kind to the premises for the Event.

### **8.3 License Not Lease**

User acknowledges that User’s right to use the premises is a revocable license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest in any The Center property.

### **8.4 Security Cameras**

User acknowledges that (i) the building may maintain security cameras and other security equipment in the Kitchen and outside the Kitchen; (ii) such cameras may capture User and Event activities; (iii) building administrators may review and use such footage for investigatory or other purposes as it may determine; and (iv) building administrators may provide such footage to third parties including law enforcement agencies.

## **9. Indemnification and Liability**

### **9.1 Indemnification**

User will defend, indemnify, and hold The Center, and its respective directors, officers, employees, volunteers, and agents (collectively, “The Center Parties”), harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys’ fees arising directly or indirectly from (a) the planning, management, and conduct of the Event; (b) third-party claims arising from actions of Event guests or User Parties at or in connection with the Event, including without limitation, travel to and from The Center, behavior on the premises, use of alcohol, or use of The Center facilities and property; or (c) any breach by User of this Agreement. User will have no obligation to indemnify The Center to the extent the liability is caused by the gross negligence or willful misconduct of The Center.

### **9.2 No Liability**

No Party will have any liability to User, any User Party, or any Event guest, for any accidents or injuries that may occur in connection with the Event, including without limitation, any vehicular damage or losses, except to the extent the liability is caused by the gross negligence or willful misconduct of The Center.

### **9.3 Limitation of Liability**

Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise will any The Center be liable to User for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to the Event or this Agreement, even if The Center has been advised of the possibility of such damages.

### **9.4 Force Majeure**

The Center will not be held liable for failure to perform if nonperformance is caused by destruction, material damage, or other unavailability of The Center premises; protests or civic unrest; interruption of public utilities; strikes or other labor disputes; emergency; acts of God; the elements; power failures; or any other causes beyond The Center’s control.

## **10. General Provisions**

### **10.1 Entire Agreement**

This Agreement expresses the final, complete, and exclusive agreement between User and The Center, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between User and The Center relating to its subject matter. If there are any inconsistencies between this Agreement and the terms and conditions, this Agreement will control.

### **10.2 Amendment**

This Agreement may be amended only as stated in a writing signed by both The Center and User which recites that it is an amendment to this Agreement.

### **10.3 No Assignment**

User may not permit any other person to use The Center premises, except as contemplated by this Agreement, or otherwise assign its rights or delegate its duties under this Agreement, to anyone else without the prior consent of The Center.

### **10.4 Waiver**

Any waiver by The Center under this Agreement must be in writing and signed by The Center. Waiver by The Center of any breach or provision of this Agreement or failure by The Center to enforce any breach or provision of this Agreement will not be considered a waiver of any later breach or the right to enforce any provision of Agreement.

### **10.5 Severability**

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

### **10.6 No Assignment**

User may not permit any other person to use the Kitchen, or otherwise assign its rights or delegate

its duties under this Agreement, to anyone else without the prior consent of The Center.

**10.7 Relationship**

Neither The Center nor User has the power or authority to bind or obligate the other party to a third party or commitment in any manner. User may be required to enter into contracts with third parties in order to carry out its Event responsibilities. These contracts will be the sole responsibility of User; The Center will not assume any liability for or guarantee the performance of User in conjunction with any of these contracts. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between User and The Center.

**10.8 Third-Party Beneficiaries**

Except as specifically provided in Section 9, this Agreement is for the exclusive benefit of The Center and User and not for the benefit of any third party including, without limitation, any Event guest, or any User employee, vendor, contractor, or volunteer.

**10.9 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of North Carolina. User and The Center consent to the exclusive jurisdiction of the state and federal courts for Raleigh, Wake County, North Carolina and the Eastern District of North Carolina.