

**Rental-Agreement-
Kittery Community Services Inc.
DBA/ Kittery Lions Club**

1. **Parties:** The parties to this Agreement are **Community Services Inc, DBA/The Kittery Lions Club**

LANDLORD,

AND _____ herein after called **TENANT, who's address**
is _____ **City** _____ **State & Zip** _____

TENANTS PHONE NUMBER & EMAIL ADDRESS

Premises: The Kittery Lions Club, Function Hall.117 State Rd., PO Box 104, Kittery, Maine.03904

LANDLORD'S DUTIES:

- 1.To provide the premises to the Tenant beginning on **Date & Time** _____.
2. To allow use of its parking area for Tenant during the rental period. Tenant shall not permit the exits to the property or building to be blocked by vehicles or otherwise.
3. An agent of the Landlord shall provide access to the premises during the leased period and may remain on the premises during the Tenant's use of the premises, and shall secure the premises when not in use by the Tenant.

TENANT'S DUTIES:

1. To pay (refundable) deposit to Landlord of \$250 or \$500 for events that include alcohol permit, to secure date . This is a separate charge and should not be included or deducted from final payment. Deposit may be made by Cash, Check or Venmo @Kittery-Lions-22. **Make checks payable to The Kittery Lions Club, mail along with completed application to: Kittery Lions Club- Att: Lion Kelly Goss. PO Box 104. Kittery, Maine 03908.**

Cancellation POLICY: Tenants will receive a full refund of deposits with written (email) notice 14 days prior to event date. Events cancelled less than 7 days prior to event date will receive full refund less \$100 deposit.

2. RENT: Rental Rates: **350.00 Full day (9 hours) \$225 for half day (5 hours) includes 30 minutes before & after start time, additional time needed for set up/clean up will be an additional charge. Hourly Rate: \$50 per hour.**

The total rental fee to be paid to Landlord for use of the premises in the Amount of \$ _____ due 7 days prior to event date.

3. Tenant may pay additional rent to Landlord in the amount of \$50.00 for 2 hours the day before and/or \$50.00 for 2 hours the day after to set up/or clean up, if the building is available and tenant desires these day(s).
4. To provide such police and fire coverage for the premises as is required by the State and Local ordinance for the particular use by the Tenant.
5. To comply with all general special requirements set forth in this agreement.
6. To obtain any license or permit as may be required by State or Local law.
7. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the property or conflict with any insurance policy upon the property.

8. The Tenant covenants and agrees to use the demised premises for : Type of event _____ **For approximately # _____ guests/attendees.** agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed herein.

9. **The Tenant must provide \$1 Million Certification of Liability insurance for liability coverage for the entire duration of the rental period.** You can obtain a special event certificate of insurance including BYOB insurance (if necessary) at an insurance company of your choice, or your homeowner's insurance if they provide such coverage. Provided is a link to an insurance company accredited with an A+ through the Better Business Bureau where you can purchase your special event insurance coverage which can include BYOB events. If your event will be having alcohol, you are still required to obtain a permit from the state. See #10 for more information. Link for one day special event certificate of liability: <https://www.eventsured.com>

10. **If your event is a BYOB event, a one-day BYOB liquor license is required from the State of Maine.** The link is provided below for the legal form necessary to be filled out in its entirety, signed by the Kittery Town Clerk, and mailed to the state of Maine with a \$10 fee. It generally takes between 1 to 2 weeks for your one-day permit to be mailed to you. There is an overnight mailing address if needed.

<https://www.maine.gov/dafs/bablo/sites/maine.gov.dafs.bablo/files/pdfs/BYOB%20Application.pdf>

GENERAL CONDITIONS:

1. Fire regulations prohibit the use of the premises by more than 165 persons. In addition, Tenant will observe general rules of safety, and in particular, will not block aisles, passageways, corridors and exits.
2. The use of nails, tacks, or staples to install decorations is not permitted. Decorations other than paper or cardboard shall require prior approval from the Landlord. Decorations will not be attached to fire sensing equipment or the exit signs. When tape or other adhesives are used for decorations, the tape and adhesives will be removed at the end of the rental. Lite candles are prohibited due to fire hazard.
3. The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall the Lease be assigned by the Tenant without the prior written consent of the Landlord endorsed herein.
4. The Tenant has examined the demised premises and accepts them in their present condition and without representation on the part of the Landlord or its agents as to the present and future condition of the same premises. The Tenant shall keep the premises in good condition and shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions or improvements to the premises. The Tenant further agrees to keep said premises in a clean and sanitary condition and free from trash, inflammable material and other objectionable material.
5. The Tenant may use banquet tables and chairs, but is responsible for setting them up and taking them down*. The Tenant will have use of the reception hall, restrooms podium, and limited kitchen use. The tenant is responsible for the use, care and cleaning of these items, removing any/all items kept in refrigerators, returning all items to original placement. **The use of the stove/oven, griddle, coffee machine & dish washer/sanitizer is not available or permitted with rentals.**

6. The Tenant will observe a curfew of end time of event, meaning that all patrons will have exit-ed and the building secured by that time. All property of Tenant shall be removed by the time agreed upon by Tenant and authorized agent.

7. The Tenant will leave the premises vacuum clean, have all rubbish and decorations and personal items removed. Tenants will be subject to an additional charge and/or will forfeit deposit for the cost of cleaning not done or any loss or damages incurred by the Tenant.

8. The Tenant agrees to comply with all Federal, State, and Local laws, rules, regulations and ordinances. Tenant agrees to conduct activities at Kittery Lions Club so as not to endanger any person or damage any property. Tenant is fully responsible to Landlord for the cost to repair any and all damage beyond normal wear and tear which may occur to the building or any property in the building at any time during the tenancy.

9. The Landlord, Lions Club International and all affiliated agents, members, officials, representatives, beneficiaries and volunteers are not responsible for loss or damage to property of Tenant, guests, patrons, or invitees during the tenancy. The Tenant also forever agrees to indemnify, save, defend, and hold the Landlord, Lions Club International, all affiliated agents, members, officials, representatives, beneficiaries and volunteers harmless from any and all claims, actions, damages, demands, liability and expense in connection with the loss of or damage to property or for injury or death to any person arising from or out of any occurrence in, upon or at the leased premises or any part thereof, or occasioned in whole or in part by any act or omission by Tenant, its agents, contractors, employees, servants, assigns, sub-leases or invitees. In the event that the Landlord shall without negligent act or omission on its part be made a party to any litigation commenced by or against the Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

10. The Tenant may use outside signs, by request, but such signage shall not be attached to the building by any means, (nails, etc.) which will cause permanent marring of the building surface. Signage must be approved by the Landlord before it is attached to the building, and no signs shall be displayed for more than a total of three days. Failure to observe this condition may lead to an immediate termination of the tenancy and forfeiture of prepaid rent.

11. The Tenant agrees that all advertising and signage may use the name of the Landlord merely to identify the location of the building and will not state or imply sponsorship, or participation in, Tenant's use unless that is in fact the case. Violation of this condition is cause for immediate termination of the tenancy and forfeiture of prepaid rent.

12. The rules and regulations regarding the demised premises set forth herein, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant, its employees, agents, and invitees. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as it originally made a part of this lease. Such other and further rules shall

not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

13. In case of violation by the Tenant of any of the covenants, agreements and conditions of the Lease, or of the rules and regulations now or hereafter to be reasonably established

by the Landlord; This lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat

the right of the Landlord to declare this Lease null and void and to re-enter upon the demised premises after the said breach or violation.

14. The Landlord, Lions Club International, and all affiliated agents, members, officials, representatives, beneficiaries and volunteers, shall not be responsible for property of the Tenant left on the premises at the expiration of the Lease.

SPECIAL CONDITIONS:

DEPOSIT:

1. The Tenant hereby deposits and Landlord acknowledges receipt of the sum **of \$ _____ in the form of Cash, Venmo or Check as security deposit (this is not to be deducted from final payment)** for the tenancy, to be returned to the tenant in full or in part at the end of the Lease term, or within 30 days of the termination of tenancy and vacation of the premises, should no damage occur, subject to the following. Landlord shall retain any portion or all of said deposit as compensation for damages caused to leased premises, beyond ordinary wear and tear, and for cleaning not done by Tenant. This provision shall not limit Landlord's right to institute further proceedings for

damage done in excess of the amount of said deposit. Landlord shall return any unexpended portion of the deposit, less the amount to cover damages, together with an itemized statement for the amounts withheld, within thirty (30) days of the termination of the tenancy. Tenant

2. **ALCOHOLIC BEVERAGES:** The Lessee (tenant) agrees to indemnify and hold harmless the Lessor, Kittery Community Services Inc, Kittery Lions Club, Lions Club International, and all affiliated agents, members, officials, representatives, beneficiaries and volunteers for any claim, damages, injuries, law suits or action of any kind against the Lessor arising out of, or in any way relating to the use of alcohol on the leased premises during the term of the lease.

3. **No smoking anywhere in the building or within 100' of the exterior doors.**

4. **DECORATIONS:** **NO** tape, tacks or push pins allowed on/in walls. You may use a push pin in the upper part of wooden chair rail to secure decorations. **NO** loose helium balloons as they tangle in ceiling fans and cause damage. Secure to a chair or weighted center piece to prevent damage.

5. **No** animals allowed in building other than service animals.

Dated: _____

Kittery Lions Community Services, Inc.:

By: _____

Lion Kelly Goss- Authorized Agent.

By: _____

Tenant- Authorized Agent

NOTES:

1. Tables are to be cleaned and returned to original position and/or on racks (without dragging them please) with chairs stacked and put in closet (makes it easier for tenant to vacuum).

of Round Tables ____ Rectangle Tables ____ needed.

2. Kitchen Usage includes one refrigerator/freezer, coffee urn (Coffee pot not included in rental) microwave & sink, no food should be thrown in sink, remove all food particles before rinsing/washing dishes. Chaffing dishes are available for additional fee upon request.

Use of table cloths, tableware, vases, table décor i.e.; bud vases, votive candles, lanterns, floating candles and assistance with room set up and/or decorating is available for an additional charge. Please speak with Lion Kelly Goss for details.

3. Tenants must leave premises clean and orderly by bagging and removing all trash, wiping down all counters/surfaces, sweeping & vacuuming all floors, making sure coffee urn is empty, rinsed, dried and unplugged.

Turn off all lights and fans before vacating. Trash may be placed in dumpster outside by garage. Please lock sliding door when done.

4. Place any borrowed, dirty linen in laundry basket in Kitchen, empty, wash and dry any vases, table décor/and leave on the counter next to the coffee pot.

5. Tenant is responsible for locking the door when exiting, KLC representative will give instructions) pull on door after it shuts to be sure it is locked & secure.

Send Venmo Payments to @Kittery-Lions-22. Be sure to put date & event name in memo/note.

Please contact Lion Kelly Goss klcevents.rentals@gmail.com or call 207-703-3032, If you have questions/ concerns about rental agreement.

All completed applications received will be reviewed. Once terms have been agreed upon & signed by both parties and deposit has been received, you will receive an email with a copy of the fully executed agreement. All permits and insurance certificates are due with final payment.

FOR KLC ONLY:

Deposit Received: Date _____ Cash ___ Check# _____ Venmo ___

Insurance Certificate received: _____

Permits _____

Final Payment received: Date _____ Cash ___ Check# _____

Venmo ___ Refund request to Bill/Sent _____.