

Lolo Community Club

12345 Highway 93 South
PO Box 462
Lolo, MT 59847
(406) 304-4515

RENTAL AGREEMENT

This RENTAL AGREEMENT, dated this ____ day of _____, 20____
between, (Renter) _____, an Individual/corporation/LLC, and Lolo
Community Club (LCC).

Renter information:

Name: _____ Phone: _____

Address: _____

Email: _____

Contact Person: _____ Phone: _____

Renter agrees to the following terms and conditions:

Lolo Community Club hereby agrees to allow Renter utilization of the Lolo Community Center for the following:

Event _____ Main Hall Lions Den Other: _____

Rental Date(s) _____

Day(s) _____

Rental Time _____ A.M./P.M. to _____ A.M./P.M. Total Hours _____

Will Alcohol be present, given away, sold, served, or furnished? YES NO (circle one)

If YES Please provide detail: _____

COVID 19 Initials _____

Renter shall abide by all county, state, and federal directives regarding the health and safety of guests while using the Lolo Community Center and property.

Liquor Liability Insurance.

NO ALCOHOL IS ALLOWED TO BE CONSUMED ON PREMISES unless the Renter purchases Liquor Liability insurance in an amount not less than \$1,000,000 per occurrence insuring the Renter, LCC and its respective officers, directors, agents and employees from any and all loss, liability, claim, or expense of any kind whatsoever, including bodily injury, personal injury, death, property damage, and all other occurrences. Renter must provide proof of insurance fourteen (14) days prior to the event. The Lolo Community Club must be added as an Additional Insured on the policy.

Rental Fee: Renter agrees to pay Lolo Community Club, \$_____, plus a refundable security deposit of \$_____ for rental upon execution of this agreement. If the event goes beyond the maximum number hours rented as stated above the renter agrees to pay \$_____ for each additional hour. The event time/day will not be reserved until rental fees and security deposits are received by the LCC. The deposit will be returned in full, after the event, if there are no cleanup fees, damage charges or missing property. Additional rental fees will apply if the Renter wants additional time to set up and/or clean up.

Setup Fee prior to event (if desired) YES NO (circle one). Number of hours _____ total \$ _____

Cleanup fee after event (if extra time is needed) YES NO (circle one). Number of hours _____ \$ _____

Renter shall not conduct, encourage, allow, or tolerate any unlawful activities or breach of the public peace (including, but not limited to, public intoxication, underage drinking, illicit drugs, and disorderly conduct).

Renter shall be responsible for identifying the need for and obtaining all necessary licenses and/or permits subject to the event as may be required by any Federal, State, or County government, including but not limited to alcoholic beverage licenses, lottery/gaming/raffle permits, and noise permits, etc. This includes use of outside organizations or caterers. Renter must provide proof of necessary licenses/permits to LCC two weeks prior to the event.

Renter shall not advertise the event giving the impression that The Lolo Community Club is sponsoring the Rental Event.

Directors, officers, or agents of The Lolo Community Club shall have the right to enter the rented premises, at any time prior to or during the Rental Event, if the LCC suspects any portion of this agreement is breached, if any suspected unlawful activity takes place, and/or if any emergency condition exists.

Rental includes use of a microphone, stand and sound system. A state-of-the-art audio/video projection with DVD, CD and flash drive capability system is available for use.

No smoking is permitted anywhere inside LCC.

Cleanup and/or Damages

Renter is responsible to restore the Community Center back to the condition in which it was rented to them. This includes, but not limited to, removing all decorations; removing all personal items; sweeping floors; and emptying trash. Areas included: main hall/Lions Den, restrooms, foyer, kitchen, and grounds. Security deposit will be returned within seven (7) days, if cleanup is complete and compliant with cleanup policy, no damages are incurred, and no property is missing. Any additional cleaning costs, damages or missing property, exceeding deposit, must be reimbursed within ten (10) days. Assessment of replacement cost for damages (as opposed to repair cost), shall be at the sole and absolute discretion of the Board of Directors of the Lolo Community Club. A detailed itemized list of costs associate with cleaning, repair, or replacement will be provided to the Renter in the event that part or all of the security deposit is not returned to the Renter.

Cancelation by LCC

The Lolo Community Club reserves the right to cancel an event in the case of extenuating circumstances such as COVID-19 restrictions, weather related events, forest fire pre-evacuation/evacuation or facility emergency. The LCC is not liable for such an emergency cancelation and will not be responsible for renting and paying for an alternative venue for the canceled event.

If at any time federal, state, or county COVID-19 mandates cause the cancelation of the event, the full security deposit and payment shall be returned.

Cancelation by Renter

If the renter cancels the event for any reason at any time, a Twenty-Five Dollar (\$25.00) cancelation fee will be subtracted from any rental/security deposit to be returned.

Return Check Policy

Renter shall pay The Lolo Community Club Seventy-Five and 00/100 Dollars (\$75.00) for each such bank returned check and, in addition, will reimburse The Lolo Community Club for any bank charges that may be incurred.

Liability

The Lolo Community Club, its officers, members, agents and employees, assume no liability for injury to patrons, guests, invitees, or others on LCC property proceeding, throughout, and following the rental period set forth in this Agreement. Renter shall indemnify, defend and hold harmless, The Lolo Community Club, its directors, officers, members, agents, and employees, from any and all liability, claim, property damage, personal injury and/or others on the property, arising out of, or during the rental.

Termination

If the Renter, its patrons, guests, invitees, or others breach this Agreement, The Lolo Community Club may terminate the Rental Agreement and demand that the rented premises be vacated immediately. NO REFUND OF SECURITY DEPOSIT OR RENTAL FEE SHALL BE RETURNED.

Legal Fees

Should the Lolo Community Club employ an attorney because of any breach of this Agreement by the Renter, Renter shall pay to the Lolo Community Club attorney fees and expenses and associated expenses incurred by The Lolo Community Club. Renter shall be liable for such attorney fees and associated expenses should the Lolo Community Club initiates legal proceedings. However, where legal proceedings are initiated by The Lolo Community Club against Renter, and said proceedings result in a monetary judgment in favor of the Lolo Community Club, those attorney fees for which Renter shall be liable to The Lolo Community Club shall not be less than 15% APR of said judgment.

Lolo Community Club (agent):

Date _____
Signed _____
Print name _____
Title _____
Phone (406) 304-4515 _____

Renter:

Date _____
Signed _____
Print name _____
Title _____
Phone _____