Cowan Community School
Cowan Center for the Arts

Event Rental Agreement

Agreement definitions and terms:

Lessor: **COWAN COMMUNITY SCHOOL**
Lessor Address: PO Box 84
301 & 303 Montgomery Street
Cowan, TN 37318

Lessee: _____
Name(s) of Responsible Persons

Lessee Address: _____

Phone(s): _____

Email: _____

Commencement Date: _____

Term (Days or Times): _____

Description of Function: _____

If Wedding, names of Bride & Groom _____

Facility to be rented: Creed Room

Number of People _____

Special Needs _____

_____

Rental Amount: **$100.00**

Deposit Amount: **$_____**

Balance (due _____) **$_____**

THIS AGREEMENT, entered into the **Date of Commencement** between **Cowan Community School, Lessor** and **Lessee**:

WITNESSTH, that Lessor does this day lease to Lessee, and said Lessee does take as temporary tenant the **facility specified**, to be used and occupied by Lessees only, for the **Term** of agreement subject to the provisions therein contained beginning the **Date of Commencement** and for the agreed **Rental Amount** payable before the duration of this agreement.

DEPOSIT: A cash bond in the sum of **Deposit** is hereby deposited with the Lessor or his agent to secure the specific facility for the dates and times specified. This deposit is non-refundable unless booking is cancelled 30 days prior to the event.

The following stipulations and conditions are made a part of this Agreement and the Lessee does hereby agree to abide by them.

1. TENANT RESPONSIBILITIES: The Lessee shall be responsible for all equipment furnished by the lessor for event plus the interior and exterior including but not limited to lawn, landscaping, driveways, parking lots, plumbing, plumbing fixtures, electrical, heating units and air conditioners. Furthermore Lessee will clean facility and/or facilities and surrounding parking area after use. *Food trash must be removed from the facility immediately following the event.*

2. ASSIGNMENT: This agreement shall not be assigned nor space subleased in any part without the expressed written consent of the Lessor.

3. PERSONAL PROPERTY DAMAGE: All personal property moved to the premises shall be at the risk of the Lessee or the owner thereof, and Lessor shall not be liable for any damage to said property for whatever reason.

4. COLLECTION COSTS: If the Lessor takes any action to enforce any covenant of this Agreement, or for breech of any covenant herein, Lessee agrees to pay all costs, including reasonable attorney fees, incurred by Lessor in pursuing such action.

5. ACCEPTANCE OF PREMISES: Lessee hereby accepts the premises in its current condition and agrees to maintain said premises in good condition throughout the duration of this Agreement.
   a) The Lessee shall reimburse Lessor for all loss, damage, and expense, including a reasonable attorney's fee, which may suffer during use of said facility.

6. IDEMNIFICATION OF LESSOR: Lessor and agent shall not be liable for any loss, injury, death, or damage to the persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss,

injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above. Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever including any damages, claims, liens, judgements, expenses, and costs arising under any present or future law, statute, or ordinance of the State of Tennessee of other governmental authority having jurisdiction of the premises by reason of any storage, use or giving away of alcoholic beverages on or from the premises. Further, Lessor will not be responsible for any damages to Lessee's property related to internal plumbing or electrical wiring, as the use and maintenance of these are the sole responsibility of the Lessee.

7. BAD CHECKS: A fifty-dollar ($50) penalty will be applied, in addition to other appropriate late penalties, for any check returned by the bank for insufficient funds.

8. TERMINATION WITHOUT CAUSE: Either party may terminate this agreement without cause with thirty days written notice.

9. ENTIRE AGREEMENT: Lessor and Lessee agree that this expressed (written) agreement is complete and that no additions or changes shall be recognized without an expressed addendum to this agreement signed by both parties. It is further understood that should a portion of this agreement be found by a court of law to be defective, the remainder of the agreement will remain valid and in full force.

REFERENCES:

Name _____

Address_____

City _____ State _____ Zip _____

Phone _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement for the purpose herein expressed, the day and year above so written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

BY:_____ Date:_____
Cowan Community School agent

BY:_____ Date:_____
LESSEE

BY:_____ Date:_____
LESSEE