

2017 Believe Center, Inc. Rental Agreement

1 Aurora Gonzalez Drive, Toledo, Ohio 43609, 419-214-0028, hallrentals@believecenter.org

In consideration of the terms herein, Believe Center hereby rents to Renter and Renter hereby rents from Believe Center, the
___GYM, ___SUNDAY ROOM, ___KITCHEN, ___LIBBEY ROOM^{area}
for a _____.

At the end of each day of the Rental Period, Renter will ensure that the room above, room that circled is returned to the same condition upon which Renter received it in. THERE SHALL NOT BE ANY UNCHRISTIAN LIKE CONDUCT, CURSING, CONSUMPTION OF ALCOHOLIC BEVERAGES, DRUG USE OR SMOKING ANYWHERE INSIDE OR ON BELIEVE CENTER'S PREMISES.

2. CONDITION. Renter has examined the room prior to its execution of this Agreement. The Believe Center Inc. Building is a self-service hall. It must be cleaned and set up as you found it before you leave (We will charge for cleanup from deposit). Believe's tables and chairs can be used by renter, but not taken or damaged. (Note: if Believe is having another function at the same time Believe's table and chairs can not be used by renter). If more tables and chairs are needed, **the renter is responsible for proving their own equipment.** Believe's Supplies and Equipment shall not be used by renter. Don't forget no fire, illegal items and gum (no candles), scissors, tape, can opener, knives. Believe's allows use of coffee pot, microwave, stove and refrigerator. **The fire limit is 350 people for gym, 100 people for Sunday room, 50 people for Libbey room.**

3. RENTAL PURPOSE & USE. Renter shall not conduct any extra-hazardous use of the above room, or create any public or private nuisance in connection with its use. Renter shall comply with applicable insurance requirements. Renter, you are responsible for all damages to the property during your rental. You must stay in your designated rental area due to multiple rentals. ANY YOUTH ORGANIZATION (UNDER 21) MEETING OR FUNCTION MUST BE CHAPERONED AT THE RATIO OF ONE (1) ADULT FOR EVERY TEN (10) YOUTHS. AT TEEN PARTIES A BATHROOM CHAPERON IS REQUIRED. PAT DOWNS MAY BE REQUIRED.

4. RENTAL PERIOD, Date of use: _____ **Time of use:** _____ **to** _____ Rental fees posted in office. (Hourly rate) **TOTAL guest** _____, unless sooner terminated as provided for herein. Please allow sufficient time for clean up before your rental ends. The time listed on your contact are binding.

5. RENT. Renter shall pay Believe Center, Inc., a deposit amount of \$150.00 upon execution of this Agreement (the "Deposit Amount"). The Rental Amount shall be paid-in-full by cash, cashier's check or money order at least than five (5) days prior to the Rental Date a \$150.00 Cancellation Fee shall be assessed and deducted from the Rental Amount paid if Renter cancels but if any cancellation upraises a \$75.00 fee will be charge. No refund period, if rentals are removed from premise due to violations. Renter responsible for any or damage, all-missing or stolen items.

6. DEFAULT. If any of the following events ("defaults") shall occur: (i) Renter fails to pay the rent or any other sums payable by Renter under this Agreement. If Renter shall fail to make any payment or perform any act required to be made or performed under this Agreement, Believe Center, without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time, and upon reasonable notice to Renter, make the payment or perform the act for the account and at the expense of Renter. Believe Center and Renter each waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter arising out of or in connection with this Agreement

7. SECURITY. Believe Center shall not be responsible in any way for providing security during the Rental Period. Renter hereby agrees that Believe Center is not liable for any personal property that may be stolen, damaged or lost as a result of Renter's use of the above room during the Rental Period. Renter is responsible for providing security. **RENTERS WITH LIQUOR PERMITS ONLY MUST PROVIDED PROOF OF INSURANCE AND A COPY OF LIQUOR PERMIT, DOOR FEE PARTIES, AND PEOPLE TO ROOM RATIO LIMITS, MUST HAVE SECURITY OR THE RENTAL IS VOIDED IMMEDIATELY PAYMENT ADDED IN RENTAL.** Doors lock at 10pm for safety, no remits for anyone who goes to cars, but allow smokers at entrance only. **NUMBER OF SECURITY NEEDED _____ MUST BE PAID INADVANCE ONLY. NO REFUNDS ON RENTALS THAT VIOLATES BELIEVE CENTER RULES AND CONTRACT.**

8. INDEMNIFICATION. Renter and its successors or assigns, shall indemnify, defend and hold the City of Toledo, Sofia Quintero Art & Cultural Center, Inc., and Believe Center, its affiliates, employees, agents, successors and assigns harmless from any and all claims of persons, entities or governmental authorities for any and all accidents, damages, losses, injuries, demands, actions, judgments, liens, deficiencies, causes of action, liabilities, legal proceedings, costs of defense or otherwise, and fees including attorneys' fees, the same having to do with persons or property of any kind, whether real or personal, which arise out of, are related to or are in any way connected with this Agreement, the Renter, its operations, its use of the above circled room, its actions, omissions or inactions, and its presence and occupancy thereof.

9. COMPLIANCE WITH LAWS. During the Rental Period, Renter, at its expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the above room. Renter agrees to hold Believe Center harmless from any cost, expense or liability that may be imposed or assessed against Believe Center in connection with Renter's noncompliance with any such law or regulation. If either party hereto is unable to perform any obligation hereunder in a timely manner because of fire, hurricane, earthquake, tornado, war or similar Act of God or unavoidable casualty, then the time within which the performance of such obligation must be completed shall be extended for such reasonable period of time as to allow said party to complete such performance.

10. NO ASSIGNMENT OR SUBLETTING. Renter may not assign this Agreement in whole or in part or sublet out any part of the above room, without Believe Center's prior written consent. For purposes of this Agreement, any transfer of beneficial interests in Renter (or combination of transfers) that effect a change of control of Renter shall be deemed an assignment of this Agreement. Believe Center's consent shall not be unreasonably withheld. No assignment or subletting shall relieve Renter from liability for performance of its obligations under this Agreement.

11. APPLICABLE LAW, ENTIRE AGREEMENT AND ASSIGNMENT. You are responsible for all permits. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Ohio. This Agreement constitutes the entire understanding of the parties hereto and no oral statement or prior written matter shall have any force or effect. This Agreement shall not be modified, altered or cancelled except by a writing signed by all parties. Renter may not assign this Agreement.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and cannot be amended unless the amendment is in writing and executed by the party against whom the enforcement of the amendment is sought. The Parties have executed this Agreement as of the Agreement Date set forth above. Renter agrees to pay deposit price of: \$150.00 plus rental fee. **TOTAL RENTAL PRICE MUST BE PAID 48 HOURS BEFORE RENTAL DATE.** Money orders payable to: Believe Center.

Renter agrees to use Believe Center facility at agreed price of: _____ of rental + deposit (\$150.00) = _____

Renter Signature: X _____ Date: _____

Address: _____ Phone number: _____

Copy Driver License

Believe Center Rep. signature: _____ Date: _____

Deposit will be return if all area (including restrooms) is cleaned and nothing is broke or remove (especially kitchen where BCI bowl, pots, spoons, etc.. be missing items, please bring your own supplies) from Believe Center and returned back room back to it's original form (note: if BCI helps rental setup, it's renter's responsibility to put room back in original form. Trash must be putting in the correct bins, or renter will be fined.