

FACILITY RENTAL AGREEMENT

This is a facility rental agreement (the “Agreement”), is made on **(Insert Date)** between The Kappa Charitable Trust Fund, Inc., of 750 King Richard Road, Raleigh, NC 27610 (“Lessor”) and _____ (the “Lessee” or “Renter”) for use of the meeting facility located at 750 King Richard Rd. Raleigh, NC 27610 (the “Facility” or “Kappa Center”). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use The Kappa Center ("Facility") for **(Insert Event Type)** ("Event") to be held on **(Insert Date)** from **(Insert Start and End Time)**.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at **(Insert Time)** on the date of the Event and will end at **(Insert Time)**.

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of **(Insert Amount)**, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). The balance of the Rental Fee shall be paid in full by Lessee on the day of the Event.

APPLICATION, DEPOSIT & CLEANING FEES

Prior to an event, the organization or individual renting the facility (hereafter referred to as “Lessee”) must submit this Facility Rental Agreement and pay a **(\$AMOUNT)** security deposit (the “Deposit”) to reserve the **(Insert Facility Type)** in the Facility. Kappa Center is not reserved until the Deposit has been paid and this Facility Rental Agreement is signed (electronically or physically) and submitted to the Lessor. All Lessees must be at least 21 years of age.

The Deposit is **NOT** part of the Rental Fee. It is held as a security deposit and will be refunded within fourteen (14) days after the use of the Facility provided there are no damages to the Facility nor required additional cleaning nor any other violation of the terms and conditions in this Facility Rental Agreement. The Deposit is not refundable in case of cancellation of the event.

A cleaning fee is optional if you do not want to clean the facility. For a whole facility rental the cleaning fee is \$150. For a room rental the cleaning fee is \$75.

PAYMENT OF RENTAL FEE

The full Rental Fee is due within ten (10) days after the submission date for this Facility Rental Agreement; provided however, in the event that the Event is to be held within such ten (10) days, the full Rental Fee is due immediately upon submission of this Facility Rental Agreement. If the full Rental Fee is not paid when due, the Lessor reserves the right to cancel this Facility Rental Agreement or impose a late fee of \$50. All fees must be paid via credit / debit card – no cash or personal checks will be accepted. Lessee agrees to reimburse Lessor for any and all bank charges associated with recovery of lessee dishonored payment method.

CANCELLATION POLICY

Lessee agrees that should it cancel this Facility Rental Agreement or commitment in its entirety, liquidated damage fees shall be paid to the Lessor by Lessee. The following schedule represents a reasonable effort on behalf of Lessor to establish its actual damages for such cancellation:

If Renter cancels the event between the date of the Rental Agreement and 10 days before the event date, Renter shall be refunded 100% of the Rental Fee paid. If cancellation is within 10 days before the event date, no refund of any fees whatsoever.

In the event of a cancellation of any kind, Lessee shall forfeit the security deposit.

SECURITY

Lessor reserves the right to require police protection for certain events and Lessee must provide written documentation from the Raleigh Police Department /Wake County Sheriff's department prior to the Event that such security is being provided. Expenses for such protection will be the responsibility of the Lessee sponsoring the event. If Lessee does not provide security if required pursuant to this section, Lessor may cancel Event and Lessee shall not be entitled to a refund of any fees whatsoever. A Kappa Center management staff member(s) may also be present during the Event.

TICKET SALES

The Facility cannot be used for any function where tickets are publicly advertised through radio, television, print or digital / social media or where tickets will be sold at the door, without prior approval from Lessor.

SET-UP | CLEAN-UP TIME

Lessee's set-up time and clean-up time for anything related to decorations, food, the band or DJ, etc. is included in the Event time period. It is the Lessee's responsibility to ensure that the caterers, band and/or DJ set up is during the allocated time. The Lessee must pay for additional time required for set up. Kappa Center management staff members are not required to assist in any set up or removal of personal belongings.

The Lessee is responsible for cleaning the kitchen area and must remove all tablecloths, disposable tableware and decorations. The Lessee also must wipe off all tables and empty all trash containers and place in outside garbage container. The floor must be wiped clean of all spills. The Lessor will provide a mop, trash container (s) and bag (s). Caterers, musicians and DJ's must remove their equipment from the facility within the allotted rental time. Late fees will be charged to the Lessee at the specified rate if additional time is needed.

DECORATIONS

Decorations cannot be attached to the walls or doors. No glitter, fine paper crafts, water bubbles or anything similar may be used in Kappa Center. Decorations must not pose a fire or safety hazard. Lessor reserves the right to disapprove any decoration that may damage the Facility or pose a fire or safety hazard. Tablecloths are not included in the Rental Fee and will not be furnished. Lessee is responsible for all table coverings and any other decorations that may be used.

KITCHEN

The present kitchen facility is adequate for light meal preparation or warming. A microwave and a refrigerator are available for Lessee's use during the Event. Lessee is responsible for providing all meal preparation and serving hardware. Lessor has no responsibility for food preparation or beverage service during any event.

MAINTENANCE

It is expected that the Lessee will inform the Lessor of any item that is inoperable, out of place or needs to be removed at the start of the Event.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

USE OF FACILITY BY MINORS

If an adult (minimum age 21 years of age) has leased the facility for the use by persons under the age of twenty-one (21), proper adult supervision is required throughout the Event. Prior to the approval of the Event, an adult must make arrangements for supervision and the Lessor must approve that supervision. For certain functions, police protection may be required by the Lessor, in its' sole discretion. Failure to adhere to these provisions could result in the cancellation of the Event by the Lessor and forfeiture of all funds paid by Lessee.

ALCOHOL / PROHIBITION

Alcohol may be served in the Facility by Lessee but may not be directly sold to Event patrons. Lessee agrees to comply with all laws, ordinances, and regulation governing its activities while on the Facility premises. Lessee understands and agrees that tobacco use of any kind inside the Facility, possession of illicit drugs any kind, and possession of any weapons, alcohol consumption outside the Facility and any other act punishable by law is strictly prohibited. Lessee understands and agrees that any violation of this paragraph by lessee or anyone shall constitute grounds for immediate termination of this Facility Rental Agreement and shall subject lessee to immediate removal from the Facility premises. In the event of a cancellation due a violation of this paragraph, Lessee understands and agrees that Lessor will not refund the Rental Fee or Deposit.

INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$100,000.00 per occurrence. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement.

Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of North Carolina.

Entire Agreement

This Agreement represents the entire agreement between the Parties. There are no promises, inducements, representations, or warranties not expressly stated herein. This Agreement may not be modified except by written instrument signed by all of the Parties hereto. This Agreement supersedes any prior understandings or written or oral agreements between the Parties respecting the rights and obligations of the Parties hereto.

This FACILITY RENTAL AGREEMENT is entered into

This _____ day of _____, 20

Lessee (Signature)

_ Lessor (Signature), for Kappa Center