

PIN OAK COMMUNITY CENTER RENTAL AGREEMENT

This Facilities Rental Agreement (“Agreement”), is entered into on (Month/Date/Year) _____, 20____, by and between Pin Oak Township, Edwardsville, IL, of 3700 Tosovsky Lane, Edwardsville, Illinois 62025 (“Lessor”) and the following (“Lessee”):

Organization (if applicable) _____

Contact Name _____

Address _____

City, State, Zip _____

Home Phone _____

Mobile Phone _____

Email _____

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 Pin Oak Township Community Center “Facility” for the

(“Event”) _____

To be held on (“Date”) _____

At (“Time”) _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____ (NO LATER THAN 11:00 PM).

Set up time will be permitted from: ____:____ (am/pm) to ____:____ (am/pm) on ___/___/___ (not to be more than 4 hours one day prior to rental).

RENTAL FEE AND DAMAGE DEPOSIT

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$150.00, plus other charges (\$150.00 Damage Deposit) to be paid by Lessee under this Agreement (the “Rental Fee”). Lessee shall deposit the sum of \$150.00 with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. The balance of the Rental and Deposit Fee shall be paid in full by Lessee on the day of the Event.

Amount Received: _____ Date: _____

Amount Due: _____ Date: _____

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, 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.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

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.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

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 Facility.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility, as a result of Lessee’s exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor including any legal or collection fees incurred by collecting said monies.

CANCELATIONS

Lessee may cancel this Agreement at any time up to 3 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee.

OTHER INFORMATION

NO ALCOHOL is permitted on Pin Oak Property at any time.

NO SMOKING is permitted in the Pin Oak Township Building at any time.

No rentals to persons under the age of 21. Children under the age of 18 must be under the supervision at all times of an adult, 21 or over.

Renter is required to leave facility in an orderly and clean state. Deposit will be applied to any repairs or cleaning required. Excessive damage covered by Restoration clause above. Otherwise, deposit is 100% refundable by check to be mailed 5-10 days after the event.

For your Safety, there is NO GRILLING within 20 feet of the Pin Oak Township Building. Please initial that you understand this restriction: _____

GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pin Oak Township Supervisor or Appointed Official, Pin Oak Township, Edwardsville, IL

By: _____

LESSEE: _____

By: _____

Contacts:

Charlene Mitchell
(Township Steward)
618-792-8869

Seth Joy
(Trustee)
618-692-4822

Jay Kohlmitter
(Supervisor)
618-514-7087