

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is made by and between the TM3 Sports LLC (hereinafter “Center”) and _____ (hereinafter the “Renting Party”). Center and the Renting Party collectively may be referred to as the “Parties.”

Recitals

The Center desires to rent out the Hall, defined below, and the Renting Party desires to rent the Hall on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the use and enjoyment of the _____ (the “Hall”) located at 1162 Fremont Court, Elkhart, Indiana 46516, including the use of the restrooms, tables, chairs, lights, and coat closet normally assigned for use with the Hall. Under the terms of this Agreement, the Renting Party is not permitted use of the other parts of the building, unless otherwise provided herein. This includes the upstairs area as that area is off limits to all persons. If any person(s) enter the upstairs area this will constitute a breach of this agreement and the event will be cancelled immediately with no refund of any monies.

During the term of the Rental Period, parking will be made available for the use of the Renting Party’s guests.

2. **Rental Period.** The Renting Party shall have the use of the Hall on the following dates: _____, between the hours of _____ and _____ (the “Rental Period”). The Rental Period includes any set up time for the Renting Party’s event. Excessive noise from the Renting Party’s event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party’s event. Any issue with excessive noise is the sole responsibility of the Renter and they are responsible for any consequences.

3. **Rental Charge.** The rental charge is \$ _____ per day and \$ _____ per day for setup and tear down. Fifty percent of the charge for the Rental Period \$ _____ shall be payable to the TM3 Sports LLC via certified check or money order 30 days in advance of the Rental Period, or if less than 30 days, upon the execution of this Agreement. This amount is non-refundable. _____ has exclusive right to all Catering and Bar services on the premises as well as first refusal privileges. Contacts for _____ are _____ (574) _____.

4. **Rental Hold/Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay Center an additional amount of \$_____ — the “Rental Hold/Security Deposit” — upon execution of this Agreement to secure the Renting Party’s intent to rent the Hall and cover any damage or loss that may occur to the Hall, its contents, or any other part of the building. Only after the Center has determined that the Hall, its contents, and the Center building and grounds are free of damage and no extra cleaning is required, arising from or related to the Renting Party’s rental of the Hall will this, or a portion of this, be refunded. Upon demand from the Center, the Renting Party shall immediately pay the Center the cost to repair any damage or do extra cleaning in excess of the Rental Hold/Security Deposit.

5. **Maximum Capacity.** The maximum capacity of the Hall shall not be exceeded. This is a requirement of the Fire Marshall and has the force of law.

6. **Decorations.** The only decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Hall. No candles or open flames are permitted inside the Hall at any time. The Renting Party shall not use rice, bird seed, glitter or confetti of any type in the Hall or on the grounds outside of the Center.

7. **Rental Chairs, Tables and Other Equipment.** Prior to the Rental Period, the Center must approve the Renting Party’s use of any chairs, tables, or other equipment other than those already in the Hall. The Renting Party must remove any such additional chairs, tables, or other equipment prior to the end of the Rental Period.

8. **Damage.** The Renting Party is responsible, and upon demand shall pay the Center, for any and all damage to the Hall that arises from or is related to the Renting Party’s rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat closet, or any other property or asset owned by the Center.

9. **Acts Beyond the Center’s Control.** In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the Center’s fulfillment of this Agreement impossible, then this Agreement shall terminate, and the Center shall refund to the Renting Party the Rental Charge and the Security Deposit paid to Center. The return of the Rental Charge and the Security Deposit shall be the Renting Party’s sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

10. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party’s use during the Rental Period.

11. **Scheduling.** The Center retains the right to schedule other events in the Hall both before and after the Rental Period without notice to the Renting Party.

12. **Advertising.** Absent express written consent from the Center, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall or the Center’s building, including the Center’s parking lot.

13. **Access to Premises.** The Center reserves for its representatives and agents free access and right to enter any portion of the Hall.

14. **Cancellation.** In the event that the Renting Party either (a) breaches any term of this Agreement or (ii) cancels within the six months before the Rental Period, the Rental Hold/Security Deposit shall be forfeited to Center. In the case of cancellation, 50% of the deposit shall be forfeited. In the event of a breach, the forfeiture shall be an amount to fairly compensate the Center. A change in the date from the original contract, after 48 hours, will forfeit 50% of the deposit and will require a full deposit for the new date. This amount is non-refundable.

15. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

16. **Alcoholic Beverages.** If the Renting Party intends to serve alcohol at its event, they shall use the Center's authorized caterer. No alcoholic beverages are to be consumed outside the Hall.

17. **Assignment.** This Agreement may not be assigned or transferred by Renting Party without the express written consent of the Center.

18. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement replaces any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.

19. **Modifications.** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

20. **Advice of Counsel.** Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

21. **Hold Harmless Agreement.** Rental Party hereby indemnifies and holds harmless Center against all liabilities, damages and other expenses, including reasonable attorney's fees and costs of any suits, which may be threatened, incurred by or asserted against, the Center by reason of any of the following, which is in any way related to or caused by any act or omission by the Rental Party:

(a) Any use or condition of the Hall or any part thereof, or any parking lot, sidewalk, curb, vault, passageway, or space, adjacent thereto except as provided herein;

(b) Any negligence or intentional acts on the part of the Renting Party, its agent, contractors, licensees, or invitee;

(c) Any personal injury or property damage occurring on or about the Hall or any adjoining part of the building, parking lot, sidewalk, curb, vault, passageway, or space;

(d) Any failure on the part of the Renting Party to perform or comply with any covenant required to be performed or complied with by the Renting Party hereunder for any breach of the rental agreement;

(e) Any violations of the laws of the city, county, state or Federal governments.

If any action or proceeding is brought against Center by reason of such occurrences, the Renting Party, upon written notice from Center, will at the Renting Party's expense, defend such action or proceeding by counsel approved in writing by the Center, such approval not to be withheld unreasonably.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect. Renting Party shall pay the Center's attorneys fees incurred in relation to this Agreement.

23. **Required Signatures.** This Agreement is not valid unless signed by the Center.

24. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

TM3 Sports LLC

By: _____ Date: _____

Printed Name: _____

Title: _____

Renting Party:

By: _____ Date: _____

Printed Name: _____

Title: _____

Address: _____