



NEW PALESTINE LIONS

COMMUNITY CENTER

5242 W. US 52, P. O. BOX 492, NEW PALESTINE, IN 46163

**LEASE AGREEMENT
(Non-Members)**

This Lease Agreement ("Lease") is entered into in New Palestine, IN by and between the New Palestine Lions Club (hereinafter called the "Lessor") and

_____ located at _____
_____ (hereinafter called the "Lessee").

Lessor owns the New Palestine Lions Club facility located at 5242 W. U.S. HWY 52, New Palestine, IN ("Facility"). Lessee desires to rent the Facility for a specific purpose and for a defined term pursuant to the terms and conditions of this Lease. NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

AGREEMENT:

1. TERM. The rental period shall commence on the _____ day of _____, 20____ at _____ AM/PM ("Commencement Date"), and end on the _____ day of _____, 20____ at 11:00 P.M. or if earlier at _____ AM/PM ("End Date")(Commencement Date and End Date are collectively the "Term").

2. RENTAL RATE AND PAYMENT. The Lessee covenants and agrees to pay as rent on a daily or hourly basis for the Term the amount identified below in this Section 2 ("Rent"). Lessee agrees to pay a minimum of one-half (1/2) of the Rent upon signing this Lease. Failure to pay such amount may, at Lessor's sole option, result in termination of the Lease or allow Lessor to rent the Term to another party without liability to Lessee. The Rent shall be paid in full thirty (30) days prior to the Commencement Date or if this Lease is signed less than thirty (30) days prior the Commencement Date, the Rent shall be due in full upon signing this Lease. Rent shall be paid in cash or check made payable to The New Palestine Lions Club. Check all that apply:

SUMMER RATES (apply March 1 through October 31):	WINTER RATES (apply November 1 through February 28/29):
\$500 each day (Friday, Saturday or Sunday only up to 11 P.M.) _____ (No. days to be rented) X \$500 = _____	\$400 each day (Friday, Saturday or Sunday only up to 11 P.M.) _____ (No. days to be rented) X \$400 = _____
\$350 each day (Monday, Tuesday, Wednesday, or Thursday only up to 11 P.M.) _____ (No. days to be rented) X \$350 = _____	\$250 each day (Monday, Tuesday, Wednesday, or Thursday only up to 11 P.M.) _____ (No. days to be rented) X \$250 = _____
\$60 per hour (Monday, Tuesday, Wednesday, or Thursday only up to 11 p.m.). 4 HOUR MINIMUM REQUIRED. _____ (No. hours to be rented – min. 4 hrs.) X \$60/hr. = _____	\$50 per hour (Monday, Tuesday, Wednesday, or Thursday only up to 11 p.m.). 4 HOUR MINIMUM REQUIRED. _____ (No. hours to be rented – min. 4 hours) X \$50/hr. = _____ _____

TOTAL RENT DUE FOR THIS LEASE: \$ _____

3. RESERVATION OF THE TERM. If a minimum deposit of one-half (1/2) of the Rent is paid thirty (30) days prior to the Commencement Date, Lessee's Term will be reserved. In order to reserve the Term within thirty (30) days of the Commencement Date, the full amount of Rent must be paid.

4. DAMAGE DEPOSIT. The damage deposit shall be \$400 and shall be paid to Lessor, separate from the Rent, upon Lessee's receipt of the keys to the Facility. The damage deposit shall be paid by cash payment only. No checks are accepted. The damage deposit is not payment of Rent and shall be held by Lessor without interest to Lessee for the Term of this Lease as a guarantee of the performance by the Lessee of all the covenants and conditions contained in this Lease including, but not limited to the Rules and Regulations identified on Exhibit 1, attached hereto and incorporated herein by reference. Lessor is hereby authorized to expend any portion of the damage deposit necessary to correct, clean, repair or restore damage or loss caused to the Facility by the acts or omissions of Lessee or their guests, invitees or licensees including, but not limited to, any breach of the Rules and Regulations identified on Exhibit 1. If Lessee causes damage to the Facility, Lessor may, at its option, appropriate the entire damage deposit or so much as necessary to repair and/or compensate Lessor for such damage. The damage deposit or any balance thereof shall be refunded to Lessee within a reasonable period of time after the End Date of the Term and upon approval by the Lessor's Facility manager. Such refund may be made by check jointly payable to all Lessees and such refund may be mailed to one Lessee only.

5. TERMINATION AND CANCELLATION.

(a) By Lessor: Lessor shall have the right to terminate or cancel the Lease for any reason upon notice to Lessee regardless of any reserved status, and upon notice of such termination, Lessee shall have no right to rent or have access to the Facility. In the event Lessor terminates the Lease for cause including, but not limited to, failure to pay the Rent or the damage deposit or a breach of the covenants or obligations in this Lease, Lessee understands and agrees that any Rent paid by Lessee shall be forfeited. In the event Lessor terminates the Lease for convenience or as the result of a casualty or condemnation (as defined herein), all monies paid by Lessee shall be returned to Lessee as provided herein. For purposes of this Lease, "casualty" shall mean that the Facility has been affected by fire, the elements, unavoidable accident or other damage not in Lessor's control, and "condemnation" shall mean all or any part of the Facility should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or sold to the condemning authority under threat of condemnation. Lessor shall only be obligated to return the damage deposit if such has not been utilized as allowed under this Lease. All monies returned under this Section 5(a) shall be returned by Lessor within 7-10 business days of termination or after presentment and payment by the Lessee's bank, whichever occurs last.

(b) By Lessee: Lessee shall have the right to terminate the Lease for any reason upon notice to Lessor, and upon such notice, all rights to rent or have access to the Facility shall be forfeited. In the event Lessee terminates the Lease due to a casualty or condemnation event as defined in Section 5(a) above, all Rent and/or damage deposit paid as of the date of the termination notice will be returned to Lessee. In the event Lessee terminates the Lease for convenience, the Rent and/or damage deposit paid as of the date of termination will be returned as follows: (i) provided Lessee gives Lessor at least thirty (30) days' notice prior to the Commencement Date, 50% of the Rent will be returned to Lessee; or (ii) if Lessee gives less than thirty (30) days' notice from the Commencement Date, Lessor shall not be obligated to return any portion of the Rent to Lessee. Additionally, Lessor shall only be obligated to return the damage deposit if such has not been utilized as allowed under this Lease. All monies returned under this Section 5(b) shall be returned by Lessor within 7-10 business days of termination or after presentment and payment by the Lessee's bank, whichever occurs last.

6. USE OF FACILITY AND ADVERTISING ON PREMISES. Lessee agrees that the Facility shall be used in accordance with this Lease and the Rules and Regulations identified in Exhibit 1 attached hereto and only for the purpose identified below, unless otherwise approved in writing by Lessor. For purposes of this Lease, the definition of "Facility" shall include the main Lions Club hall and adjacent parking lot and no other buildings or grounds owned by Lessor and located on the Facility premises. Lessor is not restricted on utilizing, by itself or any third party, the other buildings or grounds owned by Lessor and located on the premises during the Term; provided, however, Lessee shall

have exclusive access to the Facility and non-exclusive access to the kitchen and restrooms, other than as provided for Lessor in this Lease.

PURPOSE: _____

Lessee understands and agrees that the Rent shall not include a right to advertise on Lessor's premises. If approved by Lessor, in its sole discretion, Lessee may place a banner in Lessor's existing sign area for up to a one (1) week period prior to the Commencement Date. Any advertising by Lessee on Lessor's premises shall be in compliance with all local, state, and federal laws, rules, regulations, orders, and ordinances.

7. INSPECTION OF PROPERTY. Lessee has inspected the Facility prior to the Commencement Date of this Lease and finds the Facility to be in good, safe, and clean condition. Lessee further agrees to keep the Facility in as good and clean condition and repair as when so inspected and when first occupied, and will keep the Facility free from any debris, trash, filth and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance.

8. ACCESS BY LESSOR. Lessor shall be entitled to and shall have the right, at all reasonable times, to inspect the Facility for any damage or destruction to determine whether or not Lessee is performing and observing all the agreements contained herein, and to make any necessary repairs. Lessor shall not be liable to Lessee or any of their guests, invitees or licensees for any loss or damage to them or their persons or their personal property from any cause whatsoever, except Lessor's gross negligence or willful misconduct.

9. INDEMNITY AND RELEASE. Lessor is not providing security, security systems, locks or protection for Lessee or their guests, invitees or licensees or any of their personal property. Lessee agrees to provide protection and security for Lessee and their guests, invitees or licensees and the Facility. Lessor shall not be liable to Lessee or their guests, invitees, licensees or any other person at the Facility for personal injury, property damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, or any other causes. Lessee agrees to indemnify, defend and hold Lessor, and any person claiming through or under Lessor, harmless from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees or judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney fees, resulting from or in connection with injury to or loss of life of any person, or for damage of property arising directly or indirectly from the use and occupancy of the Facility by Lessee or from the act or omission of any person or persons granted entry by Lessee, including Lessee on or about the Facility, excepting however those claims arising out of the gross negligence of willful misconduct of Lessor.

10. MULTIPLE LESSEES. In the event there is more than one Lessee, each Lessee is jointly and individually liable for all obligations and sums due under this Lease. A Lease violation by one Lessee, an occupant of the Facility or their guests, invitees, or licensees is a violation by all Lessees. Notice by Lessor to any Lessee is notice to all Lessees.

11. REPRESENTATIONS AND RESPONSIBILITIES OF LESSEE. In addition to other responsibilities set forth elsewhere in this Lease, Lessee represents and warrants that Lessee is at least 18 years of age, Lessee will abide by the Rules and Regulations attached hereto as Exhibit 1, and any and all actions by Lessee under this Lease will be in compliance with all laws, rules, regulations, orders, and ordinances.

12. INSURANCE. Lessee shall obtain and maintain during the Term of this Lease insurance coverage in the types and amounts that are sufficient to cover Lessee's activity under this Lease.

13. MISCELLANEOUS. (a) No Waiver. The waiver by Lessor of any default or breach of any term, covenant or condition herein contained or the subsequent acceptance of Rent, shall not be deemed to be a waiver of such term, default, covenant or condition or any subsequent default or breach of the same or any other term, covenant or condition herein contained, unless such waiver is in writing and signed by Lessor. (b) Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, and of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent

permitted by law. (c) Governing Law. The terms and conditions of this Lease shall be governed by the laws of the State of Indiana, without regard to its conflicts of law principles. (d) Entire Agreement and Amendment. This Lease and any referenced attachments or exhibits constitutes the entire agreement between the parties hereto and may not be changed, modified or amended unless such change, modification or amendment is in writing and executed by Lessor and Lessee. (e) Legal Expenses. Lessee agrees to pay any and all fees or expenses incurred by Lessor in enforcing the obligations of Lessee under this Lease including, but not limited, to all costs of collection, court costs, and attorney's fees. (f) No Assignment. Lessee shall not be entitled to assign any part of this Lease to any party. Lessor shall have the right to assign any or all of this Lease to any party. (g) Notice. All notices and other communications to be given to any party pursuant to this Lease will be in writing, and will be deemed effective (i) on the date delivered personally, or (ii) on the third business day after being sent first-class registered or certified mail (return receipt requested), addressed as set forth in the preamble of this Lease. Either party may change such address by giving written notice of such change to the other party in the manner provided herein. (h) Cumulative Remedies. The rights and remedies reserved to Lessor in this Lease are cumulative, and additional to all other or further remedies provided in law or equity. (i) Headings. The headings in this Lease are for convenience of reference only and do not affect the meaning of this Lease in any manner. (j) A minimum of Thirty Dollars (\$30.00) shall be due for any returned checks, and Lessee agrees to pay Lessor all costs incurred by Lessor in any related collection efforts.

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

New Palestine Lions Club
"Lessor"

By _____

Title _____

Date _____

Lessee

By _____
 (Sign Name)

By _____
 (Print Name)

Driver's License # _____

Phone # (H) _____ (C) _____

Date _____

Lessee

By _____
 (Sign Name)

By _____
 (Print Name)

Driver's License# _____

Phone # (H) _____ (C) _____

Date _____

Exhibit 1

RULES AND REGULATIONS

1. No sale of any alcoholic beverage or use of any alcoholic beverage for a “for-profit” Purpose is allowed in or on the Facility premises, unless provided by Lessor’s third party vendor under a separate agreement with Lessee. Use of any alcoholic beverage for a “non-profit and personal use” shall be at Lessee’s sole risk and expense, and Lessee shall indemnify and hold harmless Lessor pursuant to Section 9 of this Lease. If requested by Lessor, Lessee shall name Lessor as an additional insured on Lessee’s policy of insurance with respect to liability arising out of Lessee’s activity under this Lease.
2. No game of chance (e.g., lottery, pull tabs, etc.) is allowed in or on the Facility, except with the express, written consent of Lessor, which consent may be withheld in Lessor’s sole discretion.
3. There shall be no use of the fireplace.
4. No smoking is permitted in the Facility or within twenty-five (25) feet of the Facility’s entrances. A breach of this provision shall result in immediate forfeiture of the damage deposit.
5. No animals are allowed in the Facility, except for handicap or assistance animals. Any violation of this provision shall result in immediate forfeiture of the damage deposit.
6. All electrical equipment used in the Facility shall be UL approved.
7. No person shall nail, staple, spray, hang, or attach anything to the walls, ceilings and/or ceiling panels, floors, or fixtures. No holes are to be drilled, cored, or punched in the walls, floor, or ceiling.
8. Plaques, banner, and flags shall not be removed from the walls, fireplace mantel, or flagpoles, televisions shall not be removed from the wall mounts, nor shall any fixture be altered or removed.
9. Lessee shall keep all sidewalks and entry to the Facility free from snow and ice, and any other danger to Lessee, its guests, invitees, and licensees.
10. Lessee shall return all keys to the Lessor upon termination or expiration of the Term.
11. Lessee shall comply with all Facility clean up requirements for completion upon termination or expiration of the Term as provided in a Facility Clean Up document signed by Lessor and Lessee upon Commencement of the Term.