

# KYLEE COOPER FARMS RENTAL AGREEMENT

This contract for the rental of a venue is made this day, \_\_\_\_\_, by and between Kylee Cooper Farms, hereinafter referred to as the Owner, and \_\_\_\_\_, hereinafter referred to as the Renter.

## **Customer Information**

Customer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone# \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 1015 Freeman Road, Dadeville, Alabama and known as Kylee Cooper Farms, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments, and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$ \_\_\_\_\_ no later than \_\_\_\_\_ (30 days before the event). Of this amount, \$500.00 is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. An additional \$400.00, is for damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by the Renter or his/her associates.
2. The Renter shall have access to and use of the venue from 6:00 a.m. on \_\_\_\_\_, to 11pm on \_\_\_\_\_, for the purpose of hosting the Renter's \_\_\_\_\_ event.

3. Clean-up: Renter shall be responsible for returning the Venue and property to the condition in which it was provided to them. All property belonging to Renter, Renter's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Owner at Owner's cost. Should the Renter need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the vent for an additional fee. Owner is not responsible for any property left behind by Renter, Renter's guest, invitees, agents and sub-contractors.

4. Upon Renter's completion, the Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

5. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

6. Jurisdiction: The Parties agree that this Agreement will be governed by the laws of the State of Alabama. The Parties consent to the exclusive jurisdiction of and venue in either the District Court of Tallapoosa County, Alabama or the Circuit Court of Tallapoosa County, Alabama and the parties expressly consent to personal jurisdiction and venue in said Court. Renter agrees to pay reasonable attorney's fees incurred by Owner associated with any breach of this Agreement.

7. Responsibility and Security: Owner does not accept any responsibility for damage to or loss of any articles or property left at venue prior to, during or after the event. The Renter agrees to be responsible for any damage done to the venue by the Renter, his guests, invitees, employees or other agents under the Renter's control. Further, Owner shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Renter, or any of his/her guests, invitees, employees, or other agents from any accident or casualty occasioned by the failure of the Renter to maintain the premises in a safe condition or arising from any other cause. The Renter, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Owner for any such loss, damage, or injury claims and demands against Owner for any such loss, damage, or injury of the Renter, and hereby agrees to indemnify and hold Owner free and harmless from all liability of any such loss, damage or injury to his/her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

8. Excuse of Performance (Force Majeure): The performance of this agreement by Owner is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation facilities, or similar cause beyond the control of Owner. Should the vent be cancelled through a Force Majeure event, all fees paid by Renter to Owner will be returned to Renter within thirty (30) days or Owner will allow the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

9. Indemnity: Renter agrees to indemnify and hold harmless Owner, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Renter, and Renter's guests, invitees, agents and sub-contractors.

10. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

11. Insurance: Owner shall carry liability and other insurance in such dollar amount as deemed necessary by Owner to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Renter shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000.00) to protect itself against any claims arising from any officially scheduled activities during the vent/program period(s); and to indemnify Owner which shall be named as an additional insured for the duration of this Contract.

12. Reservation of Rights: Owner reserves the right to cancel agreement for non-payment for non-compliance with any of the Rules and Conditions of Usage set form in the Agreement. The rights of Owner as se-forth in this Agreement are in addition to any rights or remedies which may be available to Owner at law or equity.

In Witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

\_\_\_\_\_  
*Renter Signature*

\_\_\_\_\_  
*Date*

*Millicent Mckelvey*  
*Owner Signature*

\_\_\_\_\_  
*Date*