



## CROATIAN AMERICAN RADIO CLUB RENTAL AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Croatian American Radio Club, an Illinois nonprofit corporation (hereinafter referred to as CARC), and:

Name: (X) \_\_\_\_\_, phone number (X) \_\_\_\_\_,

Legal Address: (X) \_\_\_\_\_,  
(hereinafter referred to as the LESSEE).

*WHEREAS*, CARC operates a building containing facilities appropriate for meetings, parties, banquets, and/or social events of various types and descriptions; and *WHEREAS*, the LESSEE wishes to rent the portion of CARC specifically described below; *IT IS HEREBY AGREED* between CARC and the LESSEE as follows:

1. That the following specific portions of Croatian American Radio Club Hall will be rented to the LESSEE for a 6 hour period on dates (X) \_\_\_\_\_, from the hour of (X) \_\_\_\_\_ until (X) \_\_\_\_\_. This period shall include all of the LESSEE's setup and cleanup time. 11pm is the deadline: an extra fee applies to stay open until midnight.

2. That the specific portions of CARC to be rented by the LESSEE are:

(X) \_\_\_MAIN HALL\_\_\_\_\_

OPTIONS: \$50 – patio, \$50 ---grass, \$50 kitchen use

3. That the LESSEE shall pay to CARC the sum of (X)\$\_\_\_\_\_ as rent for the use of the above stated portions of said building, payable in full upon signing of this contract.

4. That as part of this rental agreement, the LESSEE is NOT allowed on the grass outside. Patio access is NOT part of the rental agreement. That LESSEE does not in any way use the brick grill to cook or make a fire. In addition, the kitchen is NOT available without paying an extra fee.

5. That should the LESSEE provide CARC with a written notice of cancellation no later than forty five (45) days prior to the scheduled date of the rental, CARC shall make a partial refund (25%) of the total rental payment to the LESSEE. Refunds will be mailed back within 30 days. No refunds shall be made after thirty (45) days prior to the scheduled date of the rental.

6. That the LESSEE shall assume full liability for the consequences of any events that may transpire at any function it holds at CARC Hall under the terms of this agreement; and that LESSEE should provide their own home owner's insurance for liability; and that CARC shall not be held liable for the actions of any persons at said function of the LESSEE, nor held liable for the consequences of any events that transpire at said function.

7. That CARC is neither responsible nor liable for the safety of any attendees at any function the LESSEE holds at CARC Hall; nor is CARC responsible or liable for any injuries, including death, that might be suffered by any attendee at any function the LESSEE holds at CARC Hall; nor is CARC responsible or liable for damages to, or theft of, the personal property of any attendee at any function the LESSEE holds at CARC Hall, including automobiles parked at CARC Hall or elsewhere on CARC property; that CARC does not provide a security staff, nor is it a bailee for the personal property of anyone.

8. That CARC is not responsible or liable for the use of alcohol at CARC Hall or upon CARC property; that CARC is not required having a liquor license.

9. That the LESSEE warrants that CARC Hall will not be used for underage drinking parties, and that all reasonable steps will be taken by LESSEE to insure that minors do not drink intoxicating drinks.

10. That the LESSEE shall have the sole responsibility to insure that the leased premises are used only for lawful purposes; and any acts done in violation of the laws of Chicago, the State Of Illinois, or the United States shall constitute a default on the part of the LESSEE, and could result in the premises being closed and the rent retained as payment against any liquidated damage for said breach.

11. That the LESSEE shall enforce CARC's NO smoking rules, and shall insure that CARC Hall remains a smoke-free environment throughout the term of LESSEE's occupancy under the terms of this agreement.

12. That LESSEE must return all fittings and furnishings of CARC Hall to their original positions as a condition of satisfactory cleanup; that should LESSEE fail to provide satisfactory cleanup, LESSEE shall pay CARC its specified cleanup fee for the portions of CARC Hall rented.

13. That the LESSEE is liable and responsible for the full repair or replacement cost of any damage done to CARC Hall or to any other portion of the CARC premises by any guests, invitees, or attendees at any function the LESSEE holds at CARC Hall under the terms of this agreement. That the LESSEE agrees to pay such repair or replacement costs for any such damages within seven (7) days of presentation to the LESSEE by CARC of a bill for such damages.

In witness whereof, the parties hereto have signed this agreement on the date above-mentioned:

\_\_\_\_\_  
CARC

(X)\_\_\_\_\_  
LESSEE

**INDEMNIFICATION/HOLD-HARMLESS AGREEMENT**

I/WE, (X)\_\_\_\_\_, the LESSEE above named, in consideration of the use of the facilities described in the preceding agreement, do hereby agree to indemnify and hold harmless CARC., the Croatian American Radio Club. and all their assignees thereof, from any loss, cost, or expense in connection with our use of CARC premises, and we agree to indemnify them from any loss, cost, or expense in connection with any damages, injuries, or death arising from any activity, event, or function occurring in or about CARC as a consequence of, or attendant upon, our tenancy. (X)\_\_\_\_\_ LESSEE