

# Bishop Peterson Corporation Rental Agreement

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Bishop Peterson Corporation, with an address of 37 Main St. Salem, NH, ("Lessor") and (KofC member name)\_\_\_\_\_ with an address of: \_\_\_\_\_ ("Lessee"). The Lessee must be a member of the Knights of Columbus Council 4442 or Assembly 641. The Lessor hereby agrees to rent to the Lessee, subject to the terms and conditions set forth in this Agreement below:

- 1 **DESCRIPTION OF PREMISES.** Lessee shall have the use of the Facility/Hall and its grounds located at 37 Main St. Salem NH (collectively the "Premises") subject to the following limitation: The Premises shall not include a "members only" area separated by a room partition above the stairs. Lessee is strictly forbidden from the use or display of registered and unregistered trademarks and service marks of **Knights of Columbus**, including, without limitation, its name, logos, and emblems (collectively "Marks"), in any way, including, but not limited to, in the promotion of the Lessee's event or on any website and/or in social media. Any violation of this restriction will result in the immediate cancellation of the agreement. The premises' entrances and kitchen are video monitored.
- 2 **RENTAL PERIOD.** The Rental Period shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ AM/PM. and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ AM/PM.
- 3 **RENT.** The total rent for the Rental Period shall be **\$200**. The rent is payable in full at least **14 days** prior to the commencement of the Rental Period.
  - a. **Use of stove, oven, microwave, refrigerator, steam table, ice machine, coffee makers, and bar area is allowed. If uncertain as to proper use, consult the rental manager for instructions.**
  - b. An additional fee for use of kitchen utensils shall be **\$100 (dishes, silverware, pots, pans, etc)**.
  - c. **Use of the convection oven is not allowed under any circumstances.**
  - d. In the event of a cancellation up to **14 days** before Rental Period there will be a **\$25 surcharge**.
- 4 **Make checks payable to BISHOP PETERSON CORPORATION**
- 5 **Checks will only be accepted from the account of the Knight renting the hall.**
- 6 **SECURITY.** Upon executing this Agreement, the Lessee shall deposit with the Lessor a security deposit for the Premises in the amount of **\$100**. This deposit shall secure the Lessor against any loss, damage or expense sustained as a result of the use by the Lessee of the Premises. At the end of the Rental Period, the Security Deposit shall be returned to the Lessee with an itemized listing of any deductions made against the Security Deposit. The Lessor may not use the Security Deposit as a set-off against any unpaid rent. **If the kitchen utensils are leased, there will be an additional cleaning security deposit of \$100 which shall be returned so long as the kitchen is restored and cleaned to a condition equal to or better than its condition prior to Lessee's use.**
- 7 **USE OF PREMISES.** The Lessee agrees to use the facilities solely to conduct *[brief description of activity]*\_\_\_\_\_ (hereinafter the "Activity"). All equipment necessary for the Activity, shall be provided by the Lessee. No other use of The Lessor's property and/or facilities shall be permitted without the express written permission of the Lessor.
- 8 **CONDITIONS OF USE.**
  - a. **Supervision.** The Lessee will be responsible for providing adequate supervisory staff for all activities to be conducted during the Activity. The Lessor reserves the right to request proof that the Lessee has engaged the services of adequate supervisory staff, and it may at its sole discretion require that the Lessee provide additional staff.
  - b. **Member.** The lessee (KofC Knight) must be present during the entire rental period.

c. Automobiles. All vehicles must be parked in the parking areas designated by the Lessor. All state motor vehicle regulations must be adhered to by all individuals using the Premises.

d. Inclement Weather. The Lessee will hold the Activity regardless of weather conditions.

- 9 ALCOHOL. All Alcohol is strictly on a BYOB basis; no alcohol is to be sold nor served. The Lessee will take all measures necessary to ensure that invitees and guests of the Lessee will not imbibe an excess of alcohol on the Premises during the Rental Period. The Lessee will also take all measures to ensure that no alcohol is consumed by persons under the legal drinking age on the Premises during the Rental Period.
- 10 SET-UP AND CLEAN-UP. The Lessee agrees to perform all setting up and preparation of the Premises for its Activity. The Lessee will also be responsible for maintaining the Premises in a clean and orderly fashion by gathering refuse and trash and placing it in the available receptacles. The Lessee further agrees to restore the Premises to their original cleanliness and condition at the conclusion of the Activity, reasonable wear and tear excepted. **Lit candles of any kind are not allowed in building during function. No taping of objects to walls is permitted. Use of the Bishop Peterson Corp. TV, DVD, audio equipment is allowed; all connections and remotes must be returned to their original position. If unsure as to operation, consult the rental manager.**
- 11 RISK OF LOSS. The Lessor assumes no responsibility for loss, theft or damage to any personal property of the Lessee or any of its agents, employees or invitees.
- 12 PREMISES UNUSABLE. In the event that the Lessor is unable to fulfill its obligations under this Agreement because of reasons or conditions beyond the control of the Lessor, including but not limited to flood, fire or destruction of the Premises, the Lessor shall not be liable for any claim for damages or compensation from the Lessee of any nature whatsoever due to the cancellation of this Agreement.
- 13 INSPECTION OF PREMISES. By signing this Agreement, the Lessee agrees that it has inspected the premises and found it suitable for the Activity.
- 14 INDEMNIFICATION. In consideration of the Lessee's use of the Premises, the Lessee hereby agrees to defend, indemnify and hold the Lessor and its agents harmless from and against any loss, damage, liability, expense, demand, claim or cause of action of any nature whatsoever arising out of or resulting from the use of the Premises by the Lessee, its employees, agents or invitees, including but not limited to any claim of negligence, or any claim related to, or arising out of the consumption of alcohol on the Premises, which any party may have against the Lessor on account of personal injury, property damage, death or accident of any kind, arising out of or resulting from the use of the Premises by the Lessee, its employees, agents or invitees.
- 15 MISCELLANEOUS PROVISIONS. This Agreement shall be governed by New Hampshire law and may be modified or amended only by a written instrument signed by the Lessor. The Lessee shall not assign this Agreement or any of the rights and privileges contained herein without the written consent of the Lessor.
- 16 WITNESS WHEREOF, The Lessor and the Lessee have executed this Agreement as of the date written above.
- 17 An AED is located on the side wall next to the phone, and the first aid kit is behind door with the RED CROSS. In an emergency call 911 first. If the AED is needed, read instructions; the audio from the AED will walk you through it's operation.
- 18 **Your signature states you have read this contract and understand and abide by it's contents.**

Lessee: (KofC Member 4442 / Assembly 641) signature & phone # \_\_\_\_\_

Sponsored party (if any) name & phone # \_\_\_\_\_

Corporation Manager Signature \_\_\_\_\_