

Event Space Rental Agreement^[L]_[SEP]
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THE HOOSIER GYM COMMUNITY CENTER INC.

THIS AGREEMENT (the “Agreement”), made as of the chosen day is by and between THE HOOSIER GYM COMMUNITY CENTER INC. (the “Manager”), whose business address is 355 N. Washington Street Knightstown, Indiana 46148, and the “Renter” or collectively, the “Parties”.

In consideration of the Mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** Manager hereby grants to Renter a limited and revocable license (the “License”) to use The Hoosier Gym in Knightstown, Indiana (the “Space”). The license permits Renter to use the Space only on the Event Date, during the specified hours, and only for the purposes set forth in this Agreement.
2. **Event Date(s).** The Event shall be held on the dates and times as agreed by the Renter and the Manager. Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior written permission from Manager.
3. **Fees.** Renter shall pay to Manager the total fee for the use of the Space, which must be paid to Manager upon the execution of this Agreement. Manager shall have no obligations under this Agreement until the fee is paid in full. The total Rental Fee is due in full by the “Payment Due Date”. If Renter fails to pay the full Rental Fee by the Payment Due Date, Manager shall have the right to revoke the License and to keep any paid fees. There are **Additional Fees** for the Kitchen and for set up times.
4. **Cancellations.** If Renter cancels the reservation for the Event for any reason, Manager shall be entitled to retain the entire Rental Fee. If Renter cancels the reservation 7 days or more before the Event, the Renter has the option to schedule a new date and the payment for the fees will carry over. If Manager cancels the reservation for the Event

for any reason, the Renter shall be entitled to an entire Rental Fee refund or re-scheduling.

5. Condition of Premises. Unless otherwise specified, the Space shall be provided as-is, and Manager makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Manager shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Manager for such repairs within 30 days of receipt of Manager's written request for reimbursement, which request shall be accompanied by written verification of the amount of expenses incurred.

6. Right of Entry. Manager shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Manager's property, or injury to any person in or near the Space.

7. Indemnification. Renter hereby indemnifies and hold harmless Manager, building owner, its employees, officers, and directors for any damages, actions, suits, claims, claims or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, or omissions on the part of Renter its employees, officers, directors, independent contractors, or other agents. Renter shall notify Manager of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

8. Permitted Use. Renter is authorize pursuant to the License to use the space to hold the Event, and for no other purpose, unless Manager gives Renter written authorization for additional permitted uses. Renter may

not use the space in any manner that may render the insurance for the Space or upon any of Manager's property void, or which may result

in increased insurance premiums for Manager with respect to the Space or any other of Manager's property.

9. **Capacity.** The number of people going to attend the Event must be agreed by the Manager as to not go over capacity.

10. **Deliveries.** All deliveries must be approved by a Hoosier gym representative prior to the Event. The Hoosier Gym reserves the right to refuse any delivery items that might prove detrimental to its facilities or collections.

11. **External Items.** All external rental items and equipment, and personal items of the User or guests should be removed by the end of teardown. Any exceptions to this rule must be approved in writing by a Hoosier Gym representative.

12. **Decorations and Rentals.** All decorations and rental items must be approved by a Hoosier Gym representative. Renter is responsible for set-up, tear-down, and prompt removal. A Hoosier Gym representative must be on-site to oversee any and all decorating.

13. **Invitations and Printed Materials.** Use of the Hoosier Gym logo and/or any image reproduced of the Hoosier Gym is expressly prohibited unless prior written approval for use and reproduction has been obtained from a Hoosier Gym representative. The content of printed materials relating to the event, including invitation copy, programs, and any promotional materials, must be submitted to the Hoosier Gym for review and approval before being printed.

14. **Utilities.** Electrical power and outlets at Hoosier Gym are limited. Special electrical requirements such as sound systems, lights, etc., must be arranged in advance and may incur an additional charge.

15. **Alcoholic Beverages.** No alcohol is permitted on Hoosier Gym property.

16. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 9 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state, or federal laws or regulations. Renter hereby indemnifies Manager, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorney's fees) arising out of or in connection with Renter's violation of any local, state, or federal law, rule, regulation or ordinance related to Renter's use of the Space.

17. **Force Majeure.** In the event that Manager is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Owner, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Owner cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Owner shall refund to Renter the full amount of the Rental. In neither case shall Owner be liable for any additional costs or damages suffered by Renter (over above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section

18. **Revocation.** Manager shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Manager revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Manager shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

19. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party's assets, or is pursuant to a sale of a Party's business, then no consent shall be required. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party's assets or

pursuant to a sale of the business, then written notice must be given of such transfer within 10 days of such assignment or transfer.

20. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Indiana, without regard to conflicts of law principles.

21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

22. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent

jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

23. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

To Manager: HOOSIER GYM^[SEP] 355 N. Washington Street

Knightstown, IN 46148

23. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement between Renter and Manager, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.