

Venue Rental Agreement

This Venue Rental Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between The Power Women Nonprofit 501(c)3 and The Puddle of Love, of 413 Main Street Unit 102B, room A and B, Williston, North Dakota 58801 with max **occupancy 50** ("Lessor") and _____, of _____, _____, _____ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Grant. The Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to the Lessee a license to use 413 Main Street Unit 102B ("Facility") for the _____ ("Event") to be held on _____, at _____.

Date/Time of Permitted Use. Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____.

Rental Fee. The Lessee shall pay to the Lessor as a rental fee for the use by the Lessee of the Facility, the sum of \$300 for the duration of 8 hours, plus all other charges to be paid by the Lessee under this Agreement ("Rental Fee"). A \$100 nonrefundable deposit, to be credit toward the total cost, is due at the time of booking. The remaining \$200 balance of the Rental Fee shall be paid in full by the Lessee no later than 24 hours before the Event.

Rental Terms and Conditions. Proof of renters insurance must be provided at the time of booking and must be held for the duration of the rental agreement. A walkthrough before receiving the keys and before returning the keys is required and cannot be opted out of. Damages and/or flaws will be noted at walkthrough both before and after the Event. At no time shall the Lessee use anything other than painters tape to hang or attach things to the Facility walls. Lessee is required to put away all equipment used, remove all of their items from the premises, mop and take trash out before vacating the Facility. If any/all condition is not met, which will be determined at the final walkthrough, a cleaning fee in the amount of \$150 will be applied. No drugs and/or alcohol will be permitted on the premise at any given time. Cameras are recording in the space. Anyone found to be using drugs or alcohol on the premises will be reported to the police immediately. This will result in termination of this Agreement and require immediate vacation of the Facility as well as being barred from any future Agreements with the Lessor.

Indemnification. The Lessee shall indemnify, defend and save harmless the Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by the Lessee, its agents, employees, contractors, the Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. The Lessee hereby releases the Lessor from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of the Lessee covered by any insurance then in force.

"As-Is" Condition. The Lessee agrees to accept the Facility in its "as-is" condition, with all faults as noted during the initial walkthrough.

Assignment and Sublicensing. The Lessee shall not assign any interest in this Venue Rental Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than the Lessee.

Termination. The Lessor may terminate this Agreement based upon any one or more of the following events:

- Failure of the Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

- The Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to the Lessor by law or in equity, the Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove the Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of the Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, the Lessor may recover from the Lessee all damages it may incur by reason of such breach by the Lessee.

Interference. The Lessee shall use the Facility in a manner that shall not cause interference with the use or occupancy of the other portions of the building by the Lessor or others in any way. The Lessee's use hereunder will be done in such a manner as not to interfere with or impose any additional expense upon the Lessor in maintaining the building.

Restoration. If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of the Lessee's exercise of its rights under this License, the Lessee shall pay, additional to the \$150 cleaning fee, the Lessor for any such damage, repairs, or replacements upon demand by the Lessor.

Cancellation. The Lessee may cancel this Agreement at any time. Any and all fees incurred are nonrefundable but the event date is transferable up to 90 days. Lessee may request to transfer the date of the Event up to 72 hours before the date listed in this Agreement.

Force Majeure. If the performance of this Agreement or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remedy such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the following Alternative Dispute Resolution (ADR) procedure.

If any controversies, claims, or disputes arising out of or relating to this Agreement cannot be resolved through negotiation, the parties agree to try in good faith to settle the dispute by mediation in accordance with any statutory rules of mediation.

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

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

Governing Law. This Agreement shall be governed by the laws of North Dakota.

Attorneys' Fees. If a legal suit, action, or proceeding, including arbitration, is brought by any party to enforce or to interpret any provision of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages awarded, all costs associated with conducting the suit, action, proceeding, or arbitration and reasonable attorneys' fees.

Amendment. This Agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by all parties.

Signatories. This Agreement shall be signed by _____ on behalf of The Power Women Nonprofit 501(c)3, and by _____ and effective as of the date first written above.

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

The Lessor:
The Power Women Nonprofit 501(c)3

Date

The Lessee:

Date

The Lessor:

Date

The Lessor: