

The Perk Downtown - Upstairs Rental Agreement

This contract for the rental of this venue is made this day, ____/____/2018, by and between
___ **Tracy R. Dodson** ____, hereafter referred to as the Owner/Manager, and
_____, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner/Managers venue, located at 14 S. Tejon St. Colorado Springs, CO and known as The Perk Downtown-Upstairs , and

Whereas, the Owner/Manager 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 the sum of \$_____ no later than ____/____/2018

*Cash or Charge/Debit Card only-No Checks. Payable at Register

*Amount is broken down as follows:

- \$_____ for the rental of the space for the requested time (\$65 per hour, no checks))
- \$_____ for any requested food/beverage/catering items
- \$ **100.00** "refundable" damage deposit (cash deposit only- No checks)

2. The Renter shall have access to and use of the venue from _____am/pm to _____am/pm on the above requested date, for the purpose of hosting the Renter's _____ event. Owner/Manager shall provide to Renter with access to the space "no earlier" than the requested start time for the event and Renter must be "completely" cleaned up and vacated from the space by or before the requested end time of the event.

3. Renter is responsible for returning the space to its original configuration and order. This includes, but is not limited to all tables, chairs, furniture and deck furniture on the rooftop patio.

4. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it.

5. Renter shall remove "ALL" decorations and decoration fasteners from the space by the requested end time of the event.

6. Upon Renter's completion of his/her obligations under (3), (4) and (5) above, the Owner/Manager 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.

7. In the event that Renter fails to exit the space within 10 minutes after the requested end time of the event, Renter shall be charged an additional \$65.00, regardless of the amount of time (over 10 minutes) that the Renter still occupies the space and \$65 for every hour thereafter that renter occupies the space. Renter may pay this amount at the register before leaving our address or have this amount deducted from the damage deposit.

8. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owners or Management 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 Owners and Manager against any and all legal actions which may arise from Renter's use of the venue.

9. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

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

Renter's Signature / Date _____/_____ —	Owner/Manager Signature / Date _____/_____ —
Printed Name _____ —	Printed Name _____
Address _____ —	Address <u>14 S. Tejon St.</u>
City, State, Zip Code _____ —	City, State, Zip Code <u>Colorado Springs, CO 80903</u>