



FACILITY RENTAL TERMS & CONDITIONS

Facility Use

- Renter agrees the conduct of all participants and spectators shall be the responsibility of the Renter. Renter is responsible for any injury to persons or property or loss of or damage to property or theft of personal property. Failure by the Renter, participants, spectators, and/or guests, to follow all applicable rules and regulations will be cause for eviction, without refund, and may result in denial of future reservation requests.
- Renter agrees that any use of the facilities will comply with all laws, statutes, ordinances, rules and regulations issued by Federal, State, and local governments. Showtime Spirit reserves the right to immediately terminate this agreement, and the Renter agrees to immediately vacate the premises upon notice of the termination by authorized personnel, upon physical damage to the facilities caused by an attendee, whether invited or not, or violation of any law, ordinance or regulation by any attendee, invited or not.
- Renter agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority any and all license fees, permits, royalties, and taxes required in connection with the use of the facilities.
- Renter agrees not to bring on the premises any hazardous material or material, substance, equipment of object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.
- Renter agrees not to admit a larger number of persons than can safely and freely move about in the rented areas.
- Renter agrees not to block any portion of any passageways, block or obstruct exits in any manner, or lock, block, or bolt an exit door while the facility is in use.
- Renter agrees to enforce the rule that no food or beverage may be taken into the gyms or studio. Failure to comply with this rule may result in eviction and forfeiture of monies paid, including the security deposit. Renter agrees food and beverage are only permitted in the lobby or common area.
- Renter agrees the use of alcoholic beverages and tobacco is strictly forbidden.
- Renter agrees not to use candles and/or any type of open flame.
- Renter agrees to provide adequate chaperons and supervision for any function that is attended by any person under the age of 18 years.
- Renter agrees Showtime Spirit is not responsible for any items, regardless of value, left in the facilities.
- Renter agrees to leave the facilities, including restrooms hallways, parking areas, general building structure, adjacent grounds, and the rented areas, in a clean and satisfactory condition. All items used, including tables and chairs must be cleaned and correctly returned to their respective areas and all decorations and everything brought to the facility must be removed. All trash must be placed in trash bins. All cleaning must be done immediately after and is included in the rental time.
- Renter agrees, in the event of damages or cleaning being required, the Renter will be held responsible for the cost of all cleaning or repairs or replacements, and will accept Showtime Spirit's estimate of the amount incurred and the cost of any cleaning or repairs will be deducted from the deposit and then billed to the Renter.
- Renter agrees not sell any items in the facilities, including food, merchandise, or tickets, without written permission from Showtime Spirit.

Fees & Payment

- Renter agrees the Reservation Deposit is required to hold a requested time. The Reservation Deposit is not refundable upon cancellation. The Reservation Deposit is applied towards the Rental Fee.
- Renter agrees the Security Deposit is is required prior to the rental period. The Security Deposit will not be applied towards the Rental Fee. The Security Deposit will be applied towards any unpaid balances with the remaining amount, if any, being refunded to the Renter.
- Renter agrees the Rental Fee shall be paid prior to the rental period.
- Renter agrees a Returned Check fee of \$25 will apply to checks returned for any reason.

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Indemnity

- Renter shall release, indemnify, keep and save harmless, Showtime Spirit, it's agents, officers, or employees from any and all responsibility or liability for any and all damage or injury of any kind or nature, including death, to all persons, whether agents or employees of the Renter or persons attending the events, as participants or spectators, for which the facilities has been rented and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter of the facilities. The provision of this section shall include any and all losses, damages, injuries, settlements, judgements, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.

For your protection, Showtime Spirit recommends that all Renters obtain public liability insurance for their event. This insurance would protect you and your guests while using the facilities and is to indemnify against loss resulting from bodily injury and/or property damage. An insurance broker of agency can help you obtain the proper coverage.

If the facility is destroyed or damaged by any cause that shall make the fulfillment of this agreement impossible, the agreement shall terminate, unused payments shall be returned, and Renter waives all rights to a claim against Showtime Spirit.

Showtime Spirit reserves the right through its representatives to enter any portion of the facilities and to eject any objectionable person or persons from the facilities and upon the exercise of this authority the Renter hereby waives any right and all claim for damages against Showtime Spirit and its said representatives, jointly and severally.

The Renter hereby makes application to Showtime Spirit for use of the facilities, agrees to the terms and conditions stated in this document and certifies that the information in the application is correct and agrees to exercise the utmost care in the use of the facilities and the surrounding property.

Signature: _____

Printed Name: _____ **Date:** _____

Organization: _____ **Title:** _____