

THIS ROOM USE AGREEMENT (hereinafter called "Contract"), made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Truxton Alumni and Community Supporters Inc. (hereinafter called "Owner), located at Truxton Community Center at 6337 Academy Street, Truxton, NY 13158, and \_\_\_\_\_ (hereinafter called "Renter"),

WITNESS THAT:

**1) Room Use Term**

In consideration of the covenants hereinafter contained on the part of the Renter to be kept and performed, Owner does hereby contract to Renter the space described as

Program Name \_\_\_\_\_

Administered By \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email \_\_\_\_\_

Date Requested (One time only) \_\_\_\_\_

Or Multiple Dates Requested from \_\_\_\_\_ to \_\_\_\_\_

Days of the week \_\_\_\_\_ Mon \_\_\_\_\_ Tues \_\_\_\_\_ Wed \_\_\_\_\_ Thurs \_\_\_\_\_ Fri \_\_\_\_\_ Sat \_\_\_\_\_ Sun

Time of day \_\_\_\_\_ to \_\_\_\_\_

Brief description of program (Attach a complete implementation plan if relevant)

\_\_\_\_\_

Space requested:

\_\_\_\_\_ Gymnasium

\_\_\_\_\_ Conference Room

\_\_\_\_\_ Cafeteria

\_\_\_\_\_ Classroom – Room Number \_\_\_\_\_

\_\_\_\_\_ Party Room

\_\_\_\_\_ Classroom – Room Number \_\_\_\_\_

\_\_\_\_\_ Outside Playground and Field

Facility Requirements (tables, chairs, etc.) \_\_\_\_\_

\_\_\_\_\_

Attendance expected \_\_\_\_\_

Community Center Staff time requirements \_\_\_\_\_

Additional contact for event: \_\_\_\_\_

Janitorial Services needed (List services and we will quote the cost of the services)

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Certificate of Insurance to be provided for \$ \_\_\_\_\_ from the Insurance Company

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The term of this contract shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_.

**2) Rental Fee**

Renter shall pay to Owner a total of \$ \_\_\_\_\_ for the full term of this contract. Owner hereby acknowledges receipt of \$ \_\_\_\_\_ as a deposit simultaneously with the execution and delivery of this Contract; which sum shall be applied to the said rental. The remainder of \$ \_\_\_\_\_ shall be paid by Renter to Owner on \_\_\_\_\_, 2017. Renter shall remit payment to Truxton Alumni & Community Supporters, Inc., at PO Box 102, Truxton, NY 13158.

**3) Security Deposit**

1. Owner hereby acknowledges receipt from Renter of \$ \_\_\_\_\_ as deposit for Renter's full and faithful performance of each and every term, covenant and condition of this Contract. In the event that Renter shall default in the payment of any installment of rent when due, or shall fail to perform and/or observe any term/covenant or condition of this Contract on Renter's part to be kept and/or observed, Owner may use, apply or retain the whole or any part of Renter's security deposit for the payment of any rent and/or additional rent then or at time thereafter due, or for the satisfaction of other sums which Owner may expend or be required to expend or incur by reason of Renter's default hereunder, including any expenses incurred in the reletting of the space.

In the event that Renter shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of the Contract, the said security deposit (or any balance thereof) shall be returned to Renter within fourteen (14) days after the expiration of the term of the contract and shall provide a written statement describing the basis for retaining any deposit. The security deposit shall be refunded only if,

- a. the keys have been returned to the Owner; and
- b. the space and its contents are found, upon inspection, to be in good, clean condition with no unusual or out of the ordinary wear and tear.

**4) Default**

a) In the event Renter defaults under this Contract and the security deposit does not cover all rent due and all damages and expenses Owner incurs as a result thereof, including reasonable attorneys' fees, owner shall be entitled to collect such rent and damages in any lawful manner after providing a statutory 3 day notice for late rent and a statutory ten day notice for any other breach of contract. Renter covenants and agrees that if default shall be made in the payment of any installment of rent, or if Renter shall violate any of the terms, covenants, or conditions of this Contract, then Owner shall be entitled to reenter and retake possession of the space and recover any and all resulting damages, including all costs and reasonable attorney's fees after a statutory 3 day notice for late rent and a statutory ten day notice for any other breach of contract. Renter hereby acknowledges and agrees that in the event any statement made by Renter in the Application For Contract delivered to Owner in

connection with this Contract is subsequently determined to be false, Owner may, at its election, terminate this Contract after the statutory ten day notice is provided.

**5) Miscellaneous Provisions**

Renter, for themselves, their heirs, legal representative, successors and assigns, hereby covenant and agree that:

- a. Owner shall provide utilities for heat, electricity, and water without added cost as long as Renter uses these utilities in a reasonable, non-excessive manner.
- b. Parking space is allowed only on above listed property and at Renter's own risk. Owner is not and shall not be deemed responsible for any damage to vehicles or to contents which are on the premises. Parking on Academy Street is not allowed prior to 5:00 PM.
- c. Owner is not an insurer of Renter's person or personal property. Renter agrees that all of Renter's personal property in the space or elsewhere shall be at the sole risk of Renter, and that Renter will carry such insurance as Renter deems necessary therefore. Renter agrees that Owner, and its partners, agents and employees, shall not be liable for any damage to the person or property of Renter of any person occupying/visiting the space for any reason whatsoever. Renter's insurance is recommended.
- d. Renter agrees to use the said space solely for the purpose of Renter's business. Renter shall not rent, sublet, transfer or assign this contract, or any interest herein, without the prior written consent of owner, which consent may be granted, withheld, or conditioned in Owner's sole and complete discretion. Renter agrees to make no unlawful, improper or offensive use of the space and to quit and deliver up the space and its appliances and equipment at the end of the term of this Contract in as clean a condition as they were on the date of first possession, ordinary wear and tear excepted.
- e. Renter agrees to comply with all laws, orders and government regulations which affect the space, as the same may be amended from time to time.
- f. Renter may only paint or make alterations, additions or improvements to the space with Owner's prior written consent, which consent may be granted, withheld or conditioned in Owner's sole and complete discretion.
- g. Owner or any of its agents shall have the right to enter the space during all reasonable hours to make inspections, repairs, additions, or alterations as may be deemed reasonably necessary for the safety, comfort or preservation thereof, or of the building after providing a statutory two-day notice. However, owner or any of its agents may enter the space at any time for emergency repairs necessary for the protection of any person or the premises.
- h. Campers, boats and boat trailers, and commercial vehicles are not permitted in the parking lot without Owner's prior written consent, which consent may be granted, withheld or conditioned in Owner's sole and complete discretion, unless temporarily delivering and/or loading goods for Renter.
- i. Outdoor storage structures are strictly prohibited.
- j. No vehicles can be stored in the parking area. Parking is available for Renter and his/her customers when they are at the premises.
- k. If any provisions of this Contract, or the application of any provision of this Contract to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of the Contract, or the application of such provision to persons or circumstances other than those to which it is invalid

or unenforceable, shall not be affected thereby; and each provision of their Contract shall be valid and enforced to the fullest extent permitted by law.

- l. \_\_\_\_\_ (initials of Renter). Renter has examined the space before signing this Contract and agrees that the premises and the rooms of the space and all furnishings are in good and satisfactory condition.
- m. In addition to any late fees which may be due, a fee of \$\_\_\_\_\_ will be assessed if Renter tenders a check to Owner that is returned to Owner for "insufficient funds" or on a closed account.
- n. \_\_\_\_\_ (initials of Renter). Renter has been shown the location of all smoke alarms in said space. Renter shall be required to maintain all smoke alarms according to manufacturers specifications and Owner shall not be responsible for any negligence of Renter that results in damage of Owners property or the personal property of Renter, Renter's family or any of the Renter's guests.
- o. In addition to stated provisions, no smoking or drug activity is permitted inside of rented space.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in several counterparts, each of which shall be deemed an original, as of the day, month, and year first above written.

RENTER:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

TRUXTON ALUMNI AND COMMUNITY SUPPORTERS, INC.:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_