

“ROOTED ON MAIN” Rental Agreement

This contract for the rental of a venue is made this day, _____, by and between Marci Naber, hereafter referred to as the Owner, and _____, hereafter referred to as Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner’s venue, located at 6669 West Main Rd. Lima, NY 14485, and known as “Rooted on Main”, and

Whereas, the Owner 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 to the Owner the sum of \$_____ for the deposit prior to confirmation of reservation date. The remaining balance of \$_____ is due at least one week prior to event date.
- 2.** The Renter shall be responsible for any and all damages to furniture/ building/walls and agree to any cleaning fees for damage to furniture/ building/walls or replacement costs of items if they are deemed by the Owner to be damaged beyond repair.
- 3.** The Renter agrees to notify the Owner of any and all damage to furniture upon conclusion of party. If damages are noted upon inspection following the Renter’s event, Renter will be notified by Owner and reconciliation be discussed within 24 hours of the event.
- 4.** The Renter shall have access to and use of the venue from _____ o’clock, to _____ o’clock, on _____, for the purpose of hosting the Renter’s event.
- 5.** At the closing of Renter’s event, Renter shall keep all keys in the building, and lock all exit doors via the door handle before exiting the property and send a text message to Owner at 585-330-2460 that Renter and any and all guests have left the property.

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

7. Renter will be liable for any physical damages to the property, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of the Renter or any of the Renter's guests while the Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

8. Renter will provide Owner with caterer's contact information at least 2 weeks prior to the event IF alcohol is to be consumed on the property during the event, IF the capacity of people consuming alcohol is over 20 under NYS law. Caterer must be licensed and insured in order to provide alcohol during event.

9. Renter will ensure no one parks on route 5&20 and utilizes parking lot or overflow parking next door at "County Wide Glass" (weekends only) being sure not to block any garage bays for the business.

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

11. 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's signature/date

Printed name

Marci Naber

Printed name

Address

6669 West Main Rd.

Address

City, State, Zip Code

Lima, NY 14485

City, State, Zip Code