

ST. MARY'S COUNTY DEPARTMENT OF

FACILITIES RENTAL CONTRACT
TERMS AND CONDITIONS

1. Rental Time. All rental times include the time the Lessee will need to set-up and remove any decorations or items brought to the Leased Facilities in conjunction with Lessee's event, and to clean and return the Leased Facilities and any adjacent areas incidentally used by the Lessee to their required condition.

2. Rental Fee and Deposit. There shall be a ___ hour minimum fee for rental of the Leased Facilities. The rental fee shall be immediately due and payable in cash or by valid check fourteen (14) days prior to the Lessee's event. A lease deposit of \$_____ shall be paid by cash or valid check upon execution of this Contract. Lessor will return the lease deposit, less any amounts withheld resulting from the Lessee's from the Lessee's failure to comply with its obligations under this Contract, to the Lessee within thirty (30) days of the event date, or thirty (30) days of the date the Lessee provides notice of the cancellation of the event. The Lessee's deposit will be forfeited or reduced if the cleanup of the Leased Facilities is unacceptable, as determined by the Lessor in its sole discretion; any portion of the premises or its contents are damaged, removed, or destroyed by acts or omissions of the Lessee, its service providers, guests or invitees; or the Lessee fails to comply with any other obligations under this Contract.

3. Lessee Responsibilities. The Lessee will be responsible for providing all food, drinks, ice, table service, entertainment, sound systems, podiums, tables, chairs, linens and other items necessary to hold the Lessee's event at the Leased Facilities except for the tables and chairs that are part of such facilities. The Lessee shall provide to the Lessor at least seven (7) days prior to the event date the name of the caterer and a copy of the caterer's license, and other service providers the Lessee will use, whether alcohol will be served at the facilities, and any other information reasonably requested by the Lessor. In no event shall any decorations installed in or upon the Leased Facilities cause damage to the facilities or its contents.

4. Loss or Damage to Leased Facilities. The Lessee shall be responsible for and agrees to reimburse Lessor within thirty (30) days of invoice for any loss or damage to the Leased Facilities and its contents that exceed the Lessee's deposit and that is caused in whole or in part by Lessee and/or any of the Lessee's service providers, guests or invitees. The

Lessee shall be responsible for the cleanup of the Leased Facilities and any adjacent areas incidentally used by the Lessee or its service providers, guests or invitees to the condition such facilities were in at the commencement of this Contract. The Lessee shall be responsible for the cleanup of all food, drinks, decorations, and other items brought to the facilities for the Lessee's event and the removal of all trash and debris.

5. Compliance with Applicable Laws and Lessor Rules. The Lessee shall comply and cause its service providers, guests and invitees to comply, with all applicable laws, rules, regulations, codes, ordinances or other legal requirements and all rules adopted by the Lessor for the use of its facilities. Lessor reserves the right to enter the premises at anytime during the Lessee's rental time. **LESSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT SMOKING IS PROHIBITED IN ALL FACILITIES.** The Lessee shall indemnify, defend and hold harmless the Lessor from any claims, damages, losses, costs and expenses, including attorneys' fees and legal costs resulting from any failure by the Lessee to comply with the terms of this Section.

6. Risk of Loss. THE LESSOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS, OR THEFT OCCURRING ON, IN OR ABOUT ITS FACILITIES. LESSEE HEREBY RELEASES THE LESSOR, IT OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES RESULTING FROM THE LESSEES USE OF THE FACILITIES. THE LESSEE SPECIFICALLY ASSUMES ALL RISK OF LOSS INCURRED BY IT OR ITS SERVICE PROVIDERS, GUESTS OR INVITEES, RESULTING FROM THE USE OF THE FACILITIES. IN ADDITION, LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ITEMS LEFT AT ITS FACILITIES.

7. Governing Law. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland without regard to any conflict of law principles.

8. Assignment or Subletting. This Contract may not be assigned by the Lessee nor the Leased Facilities subleased without prior written approval, which approval may be withheld in the Lessor's sole discretion.

9. Binding Effect. This Contract shall be binding on each party's legal representatives, heirs, successors and permitted assigns.

10. Multiple Counterparts. This Contract may be executed in multiple counterparts and such counterparts together shall constitute one agreement.

11. Entire Agreement. This Contract represents the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings regarding the subject matter.

WITNESS:

DEPARTMENT OF _____
LESSOR

_____ by: _____

LESSEE
