

Nita Curtis Foundation of Edmore Building Rental Agreement
THE NITA CURTIS FOUNDATION AGREES TO RENT THE CURTIS COMMUNITY BUILDING:

To _____ Rental party's name for the
purpose of _____ Function of above rental
on _____ Day and date of function

REQUIREMENTS, GUIDELINES, DEPOSIT AND PAYMENT INFORMATION BELOW:

DEPOSIT AND PAYMENT INFORMATION:

- A \$250.00 deposit will be required upon signing Rental Agreement to bind the rental for the date requested above. The deposit may be held for up to 14 days to allow for inspection of building and determination if additional cleaning was required.
- The rental party will pay an additional sum of \$500.00 fourteen days prior to the rental date for rental of the hall with kitchen facilities.
- Digital sign upcharges: Wedding parties are given one digital message or picture free as a 'gift from The Nita and Glenn Curtis Foundations'. Additional messages or pictures for wedding parties will incur a \$25 upcharge. For all other rental parties, there is a \$25 upcharge for sign usage.
- If there is no pilferage or damage to the equipment and property, and if the Curtis Community Building is cleaned and returned to its original pre-rental condition (as specified below), the \$250 deposit will be returned.
- If there is pilferage, damage, or additional cleaning required, the rental party will be held responsible for any additional cost not covered by the \$250.00 deposit, and will be billed for those costs.

THE FOLLOWING RESTRICTIONS WILL APPLY TO THIS RENTAL:

- The deposit will be held for up to 14 days after the rental occurs, giving time for the caretaker to inspect for damages and to determine if any additional cleaning was required.
- The deposit will be forfeited if the renter cancels the rental and the Nita Curtis Foundation is not able to secure another rental for the same date. For extreme circumstances, the Nita Curtis Board may consider refunds on a case by case basis.
- The deposit will be forfeited if there are noncleanable spills on the carpet.
- Money from the deposit will be forfeited if spot cleaning of the carpet is needed--\$25 will be charged for the first hour and \$14.00 per hour for additional hours
- **ABSOLUTELY NO SMOKING IS ALLOWED IN THE CURTIS COMMUNITY BUILDING.** The deposit will be forfeited if the caretaker determines that there was evidence of smoking in the building during an event.
- A portion or all of the \$25.00 deposit may be withheld if the caretaker determines the building is not cleaned and returned to its original pre-rental condition.
- If building keys are lost, the deposit of \$250 will be forfeited.
- The rental party is allowed to set up for a Saturday party after 4:00 PM on the immediately preceding Friday. A 3:00 PM set up time can be arranged for an additional \$25.00.
- No driving on sidewalks or lawns-vehicles in parking lot only even for unloading, with the exception that bands are allowed to unload and load at the east building door only.
- **Please do not use handicapped parking spots for loading/unloading.** By law they are reserved for handicapped use.
- **The hall and grounds are to be cleaned by 12 NOON Sunday if used for a Saturday event. If the building was used on Sunday, the building and grounds must be cleaned by 5 PM Sunday. Unless used after 5 P.M the building and grounds must be cleaned immediately after party.**
- Late charges may be withheld from the deposit for those not completed by above stated times.

ADDITIONAL GUIDELINES FOR CURTIS COMMUNITY BUILDING USE:

- **ABSOLUTELY NO RED OR BLUE DRINKS OF ANY KIND ARE PERMITTED** due to difficulty in cleaning spills of that color.
- The rental party is responsible for the conduct of the guests, for the clean-up of the Curtis Community Building and grounds, including the parking area. The building must be cleaned and returned to its original condition, as judged by the caretaker. A portion or all of the deposit (as described above) may be withheld if the caretaker determines the building is not cleaned and returned to its original pre-rental condition.

ADDITIONAL GUIDELINES FOR CURTIS COMMUNITY BUILDING USE CONTINUED BELOW:

- **NO DECORATIONS ARE TO BE PLACED ON CEILINGS OR WALLS.** Table decorations are permissible.
- **PLEASE MOVE TABLES AND CHAIRS BY LIFTING THEM**—do not drag them as this will damage the floors and the tables.
- All garbage, cooking oils, and grease must be disposed.
- Dump outside ashtrays in trash.
- Dishes, pots, pans, and silverware must be washed and returned to cabinets and racks.
- Sweep and mop all areas without carpeting. Mopping Solution:
 - -- For all non carpeted areas---One squirt of the floor soap & a splash of bleach
- Alcoholic beverages cannot be sold in the Curtis Community Building. A cash bar is not allowed. If a bar is used, it must close at 1:30 AM.
- The event must end by 2:00 AM with lights off by that time. All band instruments and equipment must be removed from the building at the end of the event.
- All windows and outside doors must be kept closed. The heating and cooling systems will not work with open doors or windows.
- Lock front and back doors when exiting. Lock dumpster.(if dumpster is locked)
- Do not block the return air register in the east wall of the hall or the thermostat on the west side of the hall.
- **Please note: There are 3 thermostats—one in the entry area, and two in the large reception hall.**

If there is a problem during the event, please call caretaker Kerri Peterson at phone (989-304-0568) also e-mail at (kp.kerripeterson@gmail.com). If Kerri cannot be reached, please contact Central Dispatch at 989-831-5253 and they will contact an on call person.

The Nita Curtis Foundation will accept no responsibility for injuries occurring on the premises during any event, caused by negligence of the rental party.

***FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.*

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

HANDICAPPED PARKING AVAILABILITY IS A STATE LAW. IT MUST BE ENFORCED AT ALL TIMES, INCLUDING DURING EVENTS AT THE CURTIS COMMUNITY BUILDING.

Deposit and Rental Financial Information:

Deposit Paid: _____ Cash _____ Check # _____ Date _____ Received by _____
Rental Paid: _____ Cash _____ Check # _____ Date _____ Received by _____
Digital Sign Upcharge Paid: _____ Cash _____ Check # _____ Date _____ Received by _____
Refund of Deposit \$ _____ Check # _____ Date _____ Paid by _____

Pre Rental Building Walk-Through Completed to explain cleaning procedures and answer any questions:

Group Contact Person's Initials _____ Building Representative Initials _____
Rental party wants to check out utensils for their use during their rental. _____ YES _____ NO

I hereby agree to abide by all of the above requirements and guidelines acknowledging that some/all of my deposit may be forfeited if I do not follow the suggested guidelines.

Rental Party Signature _____
Rental Party Printed Name _____
Address _____
Phone _____
Email Address _____