

# *Regency* Banquet, Meeting, & Reception Hall Rental Agreement

*This Lease, entered in by The Regency 08 LLC. (Hereinafter referred to as "Management") and \_\_\_\_\_ (Hereinafter referred to as "Patron") Enter into this Banquet Facility Agreement on the Terms and Conditions set out below.*

*Witnesseth that Management and Patron, in consideration of their mutual undertaking, agree to as follow:*

*Type of Event:* \_\_\_\_\_

*Date of Event:* \_\_\_\_\_

*Time of Event:* \_\_\_\_\_

*Rental Amount:* \_\_\_\_\_

*Total Amount:* \_\_\_\_\_

*Security Deposit:* \_\_\_\_\_

*Set up\Clean up Charge:* \_\_\_\_\_

*Platinum Package:* \_\_\_\_\_ *Gold Package:* \_\_\_\_\_ *Silver Package:* \_\_\_\_\_

**\*THIS IS A LEGALLY BINDING CONTRACT \***

*1. Patron only for the purpose of the event and for no other used or purpose shall use the Leased Facility. Patron shall keep the Leased Facility in a clean and orderly condition and shall conduct its business there from in a careful and safe manner. Patron shall not use the Leased Facility or maintain them in any manner constituting a violation of any ordinance, law, statue, regulation, or, zoning ordinance. Nor shall the Patron maintain, permit or suffer any nuisance to occur or exist on the insignia or decoration without the prior written consent of the Management, which consent shall not be unreasonably withheld.*

*2. Patron shall not assign, or transfer this Lease in whole or part, or sublet the Leased Facility or any part thereof, nor grant a license or concession in connection therewith without the prior*

*written consent of the Management, which consent shall not be unreasonably withheld.*

*3. Patron shall not cause or permit any alterations, additions, changes of any part of the Leased Facility without first obtaining the written consent of the Management. All alterations, additions or changes to the Leased Facility shall be made in accordance with all applicable laws.*

*4. The Leased Facility is a Non-Smoking facility. Patron shall make sure none of their guests smoke inside the facility. Forfeit of SECURITY DEPOSIT Can\Will be the penalty.*

*5. Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon Management, Patron shall indemnify and hold harmless Management from and against all damages, claims and liability arising from or connected with Patron's control or use of the Leased Facility, including without limitation, any damage or injury to person or property. These indemnifications shall not include any matter for which the Management is effectively protected against by insurance. If Management shall, without fault, become a party to litigation commenced by or against Patron, then Patron shall indemnify and hold Management harmless. The indemnification provided by this Section should include Management's legal costs and fees in connection with any such claim, action or proceeding. Patron does hereby release Management from all liability for any accident, damage or injury cause to person or property on or about the Leased Facility, whether due to negligence on the part of Management and notwithstanding whether such acts or omission be active or passive. Management and Patron do each hereby release the other from all liability for any accident, damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.*

*6. Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any convenient, term or condition of this lease. Both parties to this Lease agree that Delaware County, Indiana shall be the proper county of venue for any and all disputes arising from this Lease and the use of the facility described herein. I/We agree that in the event of default in payment, reasonable costs of collection, equal to fifty (50) percent of the delinquent balance, and/or reasonable attorney fees may be added to the amount due on the account.*

*7. The Management reserves the right to inspect and control all parties and meetings held on the Leased Facility. The Patron will be responsible for any damages to the building, equipment, decoration or fixtures, lost or damaged during the affair, due to the activities of the quest. MANAGEMENT HAS THE RIGHT TO CHARGE ACCORDINGLY TO ANY SIGNIFICANT DAMAGES TO THE FACILITY.*

*8. The use of confetti or rice is strictly forbidden and Patron will hold the Management harmless from any injury occurring due to such use by persons other than the Management or Management's agents, servants and/or employees. The Management will in good faith provide all items and services agreed upon, but reserves the right to make substitution with a similar item or service for any item or service that is not readily available in the open market with the prior consent of the*

*Patron, except in circumstances beyond the control of the Management, preventing the same from performing said service. Also, the Patron CANNOT use any type of nails, glue, gum, tape, tacks, or anything on the walls of the facility. Management can charge up to \$10.00 per infraction of each item.*

9. Half of the TOTAL payment due is required to the facility at the contract signing. The rest of the balance due will be paid by Cash, Check, or Credit card one month before the date of the event. If billing arrangements are requested; prior credit approval must be made in advance with the Management. Patron shall pay all Federal, State, and Municipal taxes where applicable. In the event Patron cancels or otherwise breaches this contract; the Management for damages shall retain all payments made by the Patron. The Management has the OPTION to refund all payments made after re-booking the original lease date by patron (if reasons for the breach of the contract are viable by Management.) Such retention of initial payments shall not relieve the Patron of any additional liability to the Management under this contract. Lease dates can be changed at NO ADDITIONAL CHARGE as long as the new date is available.

10. Whenever a license and/or permit is required for Patron's function, such license and/or permit shall be procured from the proper public authorities by the Patron at Patron's own cost and expense.

11. The Management will NOT be responsible for articles lost, stolen, or forgotten during the course of the event, and will beheld harmless.

12. We need your assistance. Please notify us concerning room set-up and equipment requirements at lease two (2) weeks prior to your event. Please notify us at least one week in advance of your Banquet, the exact number of people you expect to attend.

13. The Management is held harmless of any and all Food or Beverages brought in or taken outside of the facility during or after an event. Also, No MINORS are allowed in the bar area.

14. This agreement constitutes the entire contract between the Patron and the Management. No oral modification thereof shall be valid or binding nor has any force or effect, except of this contract agreement, which the Patron makes to the Management, can be oral and shall be binding.

IN WITNESS WHEREOF, Management and Patrons have executed this rental agreement as of this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, and if this Lease is executed in counterparts, each shall be deemed an original.

Patron Signature: \_\_\_\_\_ Printed: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Organization: \_\_\_\_\_

Management Signature: \_\_\_\_\_ Printed: \_\_\_\_\_

The Regency 08 LLC.  
3311 W. Fox Ridge Lane  
Muncie, In. 47304  
765-288-0388 Phone\Fax  
www.regencymuncie.com