

Agreement definitions and terms:

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|---|---|
| Lessor: | COWAN COMMUNITY SCHOOL |
| Lessor Address: | PO Box 84 301 & 303 Montgomery Street Cowan, TN 37318 |
| Lessee: | _____ |
| Name(s) of Responsible Persons | _____ |
| Lessee Address: | _____ |
| Phone(s): | _____ |
| Email: | _____ |
| Commencement Date: | _____ |
| Times: | _____ |
| Description of Function: | _____ |
| Facility to be rented: | Cowan Center for the Arts Theater 301 Montgomery Street, Cowan, TN 37318 |
| Number of People | _____ |
| Tables | _____ |
| Chairs | _____ |
| Rental Amount: | \$ 400.00 |
| Options: | |
| Setup and teardown tables/chairs | \$100 _____ |
| Cleaning | \$100 _____ |
| Training Center Kitchen | \$ 50 _____ |
| CCS Sound System* | \$100 _____ |
| <i>(also requires Security Deposit of \$500.00)</i> | |
| Deposit Amount: | \$ 200 |
| Balance (due Oct 21, 2020) | _____ |
| Special Needs | _____ |
| | _____ |

Supplied by

CCS Other

Event Services

_____ Security

_____ Cleaning Service (CCS Charges \$100 for clean-up)

*Facility must be left in the same condition as you rented it.

_____ Catering Service

_____ Bar Service – Will liquor be served? _____

Tennessee does not allow liquor to be sold, except by non-profit organizations with advance licensing. If Liquor or Beer is sold, your caterer must have a Liquor License, and all servers must have ABC cards.

Event Setup (CCS Charges \$100 for setup)

_____ Tables _____ (60” round) Chairs _____

How many people? _____

Setup Style: _____

_____ CCS Sound System \$100 – includes wireless microphone
(requires proof of event insurance and \$500 damage deposit)

Any other special needs:

2 rectangular tables for food service, 1 small table in foyer, 1 card table

*Additional time for setup before and cleaning after Event
will depend on other scheduled bookings.*

*Heat and/or Air conditioning for setup and cleaning
will be charged at an additional expense.*

THIS AGREEMENT, entered into the **Date of Signing** between **Cowan Community School, Lessor and Lessee**:

WITNESSTH, that Lessor does this day lease to Lessee, and said Lessee does take as temporary tenant the **facility specified**, to be used and occupied by Lessees only, for the **Term** of agreement subject to the provisions therein contained beginning the **Date of Commencement** and for the agreed **Rental Amount** payable before the duration of this agreement.

DEPOSIT: A cash bond in the sum of **Deposit** is hereby deposited with the Lessor or his agent to secure the specific facility for the dates and times specified. This deposit is non-refundable unless booking is cancelled 30 days prior to the event.

The following stipulations and conditions are made a part of this Agreement and the Lessee does hereby agree to abide by them.

1. **TENANT RESPONSIBILITIES:** The Lessee shall be responsible for all equipment furnished by the lessor for event plus the interior and exterior including but not limited to lawn, landscaping, driveways, parking lots, plumbing, plumbing fixtures, electrical, heating units and air conditioners. Furthermore Lessee will clean facility and/or facilities and surrounding parking area after use. *Food trash must be removed from the facility immediately following the event.*
2. **ASSIGNMENT:** This agreement shall not be assigned nor space subleased in any part without the expressed written consent of the Lessor.
3. **PERSONAL PROPERTY DAMAGE:** All personal property moved to the premises shall be at the risk of the Lessee or the owner thereof, and Lessor shall not be liable for any damage to said property for whatever reason.
4. **COLLECTION COSTS:** If the Lessor takes any action to enforce any covenant of this Agreement, or for breach of any covenant herein, Lessee agrees to pay all costs, including reasonable attorney fees, incurred by Lessor in pursuing such action.
5. **ACCEPTANCE OF PREMISES:** Lessee hereby accepts the premises in its current condition and agrees to maintain said premises in good condition throughout the duration of this Agreement.
 - a) The Lessee shall reimburse Lessor for all loss, damage, and expense, including a reasonable attorney's fee, which may suffer during use of said facility.
6. **IDEMNIFICATION OF LESSOR:** Lessor and agent shall not be liable for any loss, injury, death, or damage to the persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant visitor, or

user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above. Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever including any damages, claims, liens, judgements, expenses, and costs arising under any present or future law, statute, or ordinance of the State of Tennessee or other governmental authority having jurisdiction of the premises by reason of any storage, use or giving away of alcoholic beverages on or from the premises. Further, Lessor will not be responsible for any damages to Lessee's property related to internal plumbing or electrical wiring.

7. **BAD CHECKS:** A thirty-dollar (\$30) penalty will be applied, in addition to other appropriate late penalties, for any check returned by the bank for insufficient funds.
8. **TERMINATION WITHOUT CAUSE:** Either party may terminate this agreement without cause with thirty days written notice.
9. **ENTIRE AGREEMENT:** Lessor and Lessee agree that this expressed (written) agreement is complete and that no additions or changes shall be recognized without an expressed addendum to this agreement signed by both parties. It is further understood that should a portion of this agreement be found by a court of law to be defective, the remainder of the agreement will remain valid and in full force.

IN WITNESS WHEREOF, the parties hereto execute this Agreement for the purpose herein expressed, the day and year above so written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

BY: _____
Cowan Community School agent

Date: _____

BY: _____
LESSEE

Date: _____