

EVENT SPACE RENTAL AGREEMENT



410 Ridge Road | Wilmette, Illinois 60091 | 847-256-6208

THIS AGREEMENT made as of this _____ day of _____, 20____, by and between Heritage Trail Mall, Ltd., hereafter referred to as HTM, and _____ (Renter).

The parties agree as follows:

Space Rental

HTM hereby grants a limited and revocable license to the renter to use the space known as “The Brick Room” located in Heritage Trail Mall, Ltd. on the event date & during the hours specified under this agreement.

Event

The Renter shall hold the following Event: _____ on the _____ day of _____, 20____ (event date), between _____ am and _____ pm. Renter is authorized to use the space to hold the event, and for no other purpose. The event will be **public / private** (please indicate by circling one).

Fees*

Renter shall pay to HTM a total fee of \$_____ (rental fee), for the use of the space.

(*Overtime or amenities not included in this agreement in this agreement may be available at an additional fee. Any additional charges will be discussed as needed by renter.)

Security Deposit

Renter shall pay to HTM a security deposit of \$_____ (security deposit), upon the execution of this agreement.

Space Amenities & Specifications

HTM grants to Renter the following:

- Elevator access
- Handicapped accessible
- Parking lot & street parking available
- 6’ folding tables & chairs available upon request
- 2 glass display cases available
- 1 large wood shelving unit

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Disclaimers

The Space shall be provided by the HTM as-is and HTM make no warranty regarding the suitability of the space for renter's intended use.

Condition

After the completion of the event, the renter shall leave the space in the same or similar condition as received from the HTM.

Damages

Beyond ordinary wear and tear, renter shall be responsible for any damage caused by renter's use of the space. Renter shall arrange for the repair of any such damage. In the event if renter does not make any necessary repairs, HTM shall arrange for the same at renter's expense.

Cleanup

Renter will be responsible for clearing all trash generated at the event and depositing it in the large dumpster on site. Any furniture and household items must be taken away and not thrown in dumpster. Boxes must be broken down flat. Any items left may be charged an additional fee for cartage and disposal.

Right of Entry

HTM shall have the right to enter the space at any time for any reasonable purpose, including any emergency that may threaten damage to HTM's property, or injury to any person in or near the space.

Indemnification

Renter hereby indemnifies and holds harmless HTM from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by renter's use of the space, including any acts or omissions on the part of renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify HTM of any damage or injury of which it has knowledge in, to, or near the space, regardless of the cause of such damage or injury.

Revocation

HTM shall have the right to revoke this agreement at any time prior to the Event Date, provided it gives renter prior written notice of revocation. In the event that HTM revokes the agreement prior to the event for reasons other than nonpayment of fees or breach of this agreement by renter, HTM shall refund to renter the full amount paid by renter in connection with this agreement, including the entire deposit.

Cancellation

Renter may cancel the Event by notifying HTM by providing notice thirty (30) days or more before the event date. In such an event, HTM shall refund to renter the full amount of the rental fee. In the event if the event is cancelled within thirty (30) days of the event date, HTM shall have the right to retain the full Deposit. It is the responsibility of the renter to notify participants of any changes or cancellations of an event.

Assignment

Neither party may assign or transfer their respective rights or obligations under this agreement without prior written consent from the other party.

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Governing Law

This agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Illinois and local ordinances without regard to conflicts of law principles.

The Following are Prohibited

- Charging admission fees unless prior authorization is approved at time of rental.
- Sale of alcohol
- Serving alcohol to persons under the age of 21.
- Smoking
- Candles or any open flames
- Use of chemicals or items that emit fumes or odor
- Sale of items that are prohibited by law.
 - Ivory
 - Counterfeit items such as knock off designer handbags
 - Stolen items
 - Drugs & drug paraphernalia
 - Guns or weapons of any kind
 - Items that are offensive and not appropriate in a family friendly environment

Violation of the above could result in the immediate termination of the rental agreement with no refund of fees or security deposit. If there are any questions regarding the appropriateness of items, please consult HTM for clarification.

Entire Agreement

This Agreement constitutes the entire agreement between renter and HTM, and supersedes any prior understanding or representation of any kind preceding the date of this agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed the day and year first above written.

RENTER

FOR HERITAGE TRAIL MALL, LTD.
