



RENTAL AGREEMENT – JEFF YEAST GYM

This Rental Agreement (“Agreement”) is entered into on _____ by Farmington Community Center/City of Farmington (“Lessor”) and _____ (“Lessee”). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

DATE/TIMES OF PERMITTED USE

Access to the Facility (GYM ONLY) for the Event will commence at _____ on the date of the Event and will end at _____.

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility for the sum of \$25.00 per hour, plus all other charges to be paid by Lessee under this Agreement (the “Rental Fee”). The balance of the Rental Fee shall be paid in full by Lessee prior to the day of the event to hold their reservation.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys fees), damage, expense and liability (including statutory liability and liability under workers’ compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this Rental Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgement of Lessor or its agents in doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee’s use hereunder will be done in such a manner so as not to interfere with or impose any additional expense of its rights under this License. Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to 180 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 179 and 61 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee’s use of the Facility. For cancellations 60 days prior to the Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

GOVERNING LAW

This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois. Any legal action claims or demands shall be handled in a court of competent jurisdiction within the State of Illinois.

SIGNATORIES

This Agreement shall be signed by _____ and by a Farmington Community Center Representative.

Lessee

Date

Lessor

Date