

Amount of Deposit Paid: _____ Date: _____ By: credit card / money order/check
 Amount of Rental Fee Due: _____ Paid Date: _____ By: credit card/money order/check
 Amount of Security Fee Due: _____ Paid Date: _____ By: credit card/money order/check
 Amount of Deposit Refunded: _____ Date Refunded: _____
 (For office use only)

**Century Club Banquet Hall Rental Agreement for Non-Members of
 HOME BUILDER’S ASSOCIATION OF GREATER CHATTANOOGA (HBAGC)**

This Rental Agreement entered on __/__/__ (date) by and between the Century Club Banquet Hall (CCBH), located at 3221 Harrison Pike, Chattanooga, TN 37406; and _____ (Name of renter) who resides at Street _____
 City _____ State ____ ZIP _____

AGREEMENT

Renter must be older than 21 years of age and desires to lease and utilize the CCBH. Century Club Banquet Hall reserves the right to restrict certain events.

Description of the Event _____
 Ex. Wedding Reception, Reunion, Birthday Party 21 and older ONLY, Company Event, etc.

Date: _____

Time: _____ Total of 6 Hours between the hours of 8am-11:00pm

Events lasting longer than 6 hours may request in writing additional time specifying the additional hours and reason for additional hours. The renter may be subject to additional rental fees.

Will alcohol be served _____ YES _____ NO _____

Total # guests expected _____ (max 140)

1. Facility Rental

The basic rental fee covers use of the Century Club Banquet Hall (CCBH) which includes restrooms, kitchen and audio/video equipment (the “Premises”). Chairs and tables are provided. The first floor, porch, and “grass areas” are excluded from the facility rental (unless otherwise written and agreed on).

2. Rental Fees and Deposit

Rental Fee	\$585	(Check/Money Order made to HBAGC PAC)
Damage Deposit (Refundable)	\$275	(Check/Money Order made out to HBAGC)
Monitoring Representative/Security	\$40-\$140	(Check/Money Order made out to HBAGC)

There will be a \$20per hour charge (with a minimum of \$40) for a monitoring representative/security fee for any event held after 5:00pm or if there is alcohol at any time.

INITIALS: _____

3. Deposit and Rental Fee Agreement

One signed copy of the rental contract and deposit (\$275) must be returned to secure rental facilities. Renter understands that the facility will not be reserved until payment of the security deposit has been received by CCHB. One-half of the rental fee (\$293) is due 60 days prior to the event. The remaining balance and monitoring representative fee ranging from \$40-\$140 is due 30 days before the event.

The security deposit (\$275) will be refunded within 30 days **in the form of a check** following the event assuming the facility was left in satisfactory condition and there weren't any damages, in accordance with Section 4(A) below and is the sole discretion of CCBH.

- A. The security deposit will be forfeited and the event will be shut down if any of the following events occur:
 - (i) The event is different from that stated in this Agreement;
 - (ii) There are more than one hundred forty (140) people in attendance; or
 - (iii) The Event goes past 11:00 o'clock; or
 - (iv) The Event is cancelled less than 60 days prior to the scheduled Event; or
 - (v) The Event has loitering in the parking lots or in grassy areas.

- B. If the event is cancelled 60 or more days prior to the event, then full deposit and rental fees will be refunded. An event may be rescheduled one time. If an event is cancelled more than one time, the rental fee won't be refunded.

- C. In the event of inclement weather causing icy roads or other conditions that would render travel to the facility unsafe, renter will be permitted to reschedule the event to another date based upon availability of CCBH at no additional cost to renter. In the event of inclement weather and renter does not wish to reschedule the event, but rather to cancel the Event, the standard cancellation policy as set forth above will apply.

4. Rental is subject to the following Terms and Conditions:

- A. Renter must be twenty-one (21) years of age or older.

- B. For any event lasting past 10:00 p.m., all attendees under the age of twenty-one (21) must be accompanied by a parent or guardian.
- C. For any event held after 5:00 p.m., and any event during which alcohol will be served, a CCBH representative will be required to be in attendance, the cost of which will be added to the rental fee.
- D. Repairs. A final walk through will be done by an employee of CCBH as soon as is practicable following the event, but prior to refund of the security deposit. Upon arrival on date of the event, renter shall inspect the facility (including personal property of CCBH) and notify CCBH immediately of any defects or damages found. If no damages are reported to CCBH at the commencement of the rental period, then it shall be assumed that no damages or defects were present prior to renter's use of the facility. Any damages found during the final walk through will be deemed to have occurred during renter's use of the facilities. INITIALS: _____

- (i) The renter will be held responsible for any damage to the building, or CCBH's personal property therein, occurring in connection with its Event and will be charged for repairs. If the repairs are more than the security deposit, then the renter is responsible for any additional cost.

INITIALS: _____

- (ii) Renter is responsible to leave the facility in the same condition as it was found when the rental period commenced. Failure to do so will result in CCBH having the facility cleaned and deducting the cost of cleaning from the security deposit.

INITIALS: _____

- (iii) Nothing shall be posted on, nailed, tacked, screwed, pressure taped or otherwise attached to the walls, woodwork, floors, ceilings or any other parts of the facilities.

INITIALS: _____

- (i) The renter shall provide an original or copy of any advertisements, invitations, announcements, etc., used in connection with the Event 30 days prior to event.

INITIALS: _____

- E. All decorations must be non-flammable material. Renter shall not use glitter, bubbles, rice or confetti in the building or outside the building.

- F. Alcohol.

- (i) In the event that alcohol is served at renter's event, renter shall ensure that all laws and regulations concerning the serving of alcohol be followed. No one under age twenty-one (21) shall be served alcoholic beverages. Renter's guests shall not be permitted to bring their own alcohol to events hosted at CCBH.

Initials: _____

- (ii) Alcohol may be furnished and/or sold by renter, so long as all laws and regulations are followed. For any event where there is a charge for beer, wine, and/or liquor, appropriate beer and alcohol sale licenses are required. Licenses can be obtained either by renter through a "special event permit" or by a caterer who holds a valid license. The appropriate certificates must be provided to CCBH prior to the event. Initials: _____

- (iii) No alcohol may be consumed on the exterior premises of the CCBH building, including without limitation, the parking lot, grassy area(s), or in vehicles. No opened alcoholic containers allowed on exterior premises. Initials:_____
- (iv) Renter hereby indemnifies and holds harmless the CCBH and HBAGC against any and all liability for any events or actions resulting from alcohol use on the premises during and following renter's event. Initials:_____

- G. Renter shall use the premises in a safe manner and shall comply with all applicable laws, statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments, and all of their departments or bureaus, including those rules and regulations prescribed by the fire and police departments and other governmental authorities in effect during the rental, including without limitation, obtaining any necessary liquor licenses and the payment of all sales, use and entertainment taxes and fees.
- H. Renter shall obtain at its own cost any and all licenses and permits required by law.
- I. Renter shall be responsible for all insurance covering the safekeeping of renter's property while it is on the premises. All personal property placed on the CCBH premises before or during the event, shall be the sole responsibility of the renter. CCBH and HBAGC shall not be liable for damage and/or theft of Renter's personal property of any type, for any reason or cause whatsoever.
- J. All portions of the sidewalks, entrances, passages, vestibules, halls and all means of access to public utilities of the premises shall not be obstructed by the tenant or used for any purpose other than ingress or egress. The doors, stairways or openings into any place in the structure, including hallways, corridors or passageways, shall not be obstructed by Renter at any time during the term of the rental.
- K. All advertisements, invitations, announcements, etc., used in connection with the event shall refer to the location solely as Century Club Banquet Hall. It shall not be permitted for Renter to use the name "Home Builders Association", "Home Builders Association of Greater Chattanooga", "HBA", "HBAGC", or any variation thereof, in any manner whatsoever in promotion of the event or otherwise. Renter agrees that no affiliation between renter and CCBH and/or HBAGC shall be implied in any way. CCBH reserves the right to review and approve all forms of advertising, invitations or other publicity in which CCBH name is used. Violation of this condition shall be grounds for termination of the Agreement by CCBH, at the option of CCBH.
- L. Renter releases from liability and agrees to indemnify and hold harmless CCBH, HBAGC, its members and officers, against claims, liabilities, damages, losses, expenses or attorneys' fees incurred as a result of: (a) Renter's failure to fulfill any condition of this Agreement; (b) Renter's failure to comply with any requirements imposed by any governmental authority; and (c) any judgment, lien, or other encumbrance filed against Renter as a result of Renter's action or use of the Premises.
- M. Renter shall indemnify and hold harmless CCBH, HBAGC, its members and officers, from all costs arising out of any liability for injury or damages to persons or property sustained by reason of the operation, use or occupation of the Premises, whether the use is authorized or not, or by any act or omission of Renter or any of its officers, agents, employees, guests, patrons, or invitees.

- N. Renter shall not transfer or assign this Agreement without prior written consent of CCBH. Any assignment of this Agreement without the written consent of CCBH shall be void.
- O. Smoking is not allowed inside the premises. Smoking is permitted outside. Renter must provide their own ashtray and all cigarette butts must be disposed of properly.
- P. If any part of the premises is not vacated at the end of the term of this rental, then CCBH is authorized to remove from the premises, at renter's expense, all property occupying any portion of the premises, and shall not be liable for any damage to or loss of any property sustained during its removal or storage. Any property left on the premises by renter shall, after a period of 5 days from the date of the event, be deemed abandoned and become property of CCBH.
- Q. CCBH assumes no responsibility for any property placed in or on the premises, and is released from any liability for any loss, injury or damage to person or property sustained by reason of the occupancy of the premises under this Agreement.
- R. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney's fees and costs.
- S. Any additional information or specifics regarding rental:
 - (i) _____
 - _____
 - _____
 - _____
 - _____
 - _____
- T. Please note that any changes made to original request must be made no later than two weeks prior to your event.
- U. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
- V. It is the intention of the parties herein that if any of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.
- W. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Tennessee.
- X. Renter understands, acknowledges and agrees that the rental fees of \$585 paid in connection with this Agreement are paid to the Chattanooga PAC (Political Action Committee).

It is understood, acknowledged and agreed that CCBH may terminate this Agreement at any time before or during the event if CCBH deems, in its sole and absolute discretion, there to be any violation of the terms of this Agreement. Further, CCBH has the right to terminate this contract if, in the sole discretion of CCBH and/or HBAGC, the event is deemed to be in violation of any law or is deemed to be adverse to the interests of CCBH and/or HBAGC. CCBH representatives on hand are to assist renter, enforce contracts and protect the interest of the CCBH.

The parties hereunto have executed this agreement as of the date first above written.

I have read the foregoing Agreement and agree to abide by the above conditions and also verify that the information provided by me is accurate and correct.

RENTER:

Signature: _____ Date: _____

Name: _____

Occupation: _____ Employer: _____

Address: _____

Daytime # () _____ Evening # () _____

Email Address: _____

Where did you hear about the CCBH? Radio Flyer/Print Online Friend/Family Bridal Show
Other: _____

CENTURY CLUB BANQUET HALL

BY: HBAGC STAFF MEMBER

By: _____ Date: _____

PAC \$ _____

Microphone: Y/N Podium: Y/N

Projector Screen*: Y/N

*Please note that you must call and schedule a time 1 week prior to your event so that you can be shown how the system works. We also ask that you please bring the laptop that you will be using during your event so that we can perform a trial run.

Also, we understand that while planning for some events, it requires more than one person to see it through. If for any reason that someone from your party may need to view the facilities, you will need to contact our office and schedule an appointment. Our office is open Monday-Friday from 8am-5pm (closed on holidays and weekends).

Deposit Information:

Credit/Debit Card # _____ Exp. Date: ___/___ CRV Code: _____

Name on Card: _____ Billing Zip Code: _____

Authorized Amt. _____ Signature: _____ Date: _____

Rental Fee Information:

Would you like us to use this same card for your RENTAL FEE? Yes / No

Amount: _____ Date to be charged: _____

Signature: _____ Date: _____

CC: File (Original)

(Revised 3/30/2016)