

Amount of Deposit Paid: _____	Date: _____	By: credit card / money order/check
Amount of Rental Fee Due: _____	Paid Date: _____	By: credit card/money order/check
	_____ 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**

This Rental Agreement (this “Agreement”) is entered on ___/___/____ (date) by and between the Home Builder’s Association of Greater Chattanooga d/b/a Century Club Banquet Hall (“HBAGC”), located at 3221 Harrison Pike, Chattanooga, TN 37406; and _____ (“Renter”) who resides at _____
City _____ State ___ ZIP _____

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

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

Date: _____
Time Duration: _____ (Maximum total of 6 Hours between the hours of 8am-11:00pm)
Renters with events lasting longer than 6 hours may request additional time in writing, and shall specify therein the additional hours needed and reason for additional hours. Renters may be subject to additional rental fees for events lasting longer than 6 hours.

Will alcohol be served _____ YES _____ NO _____
Total # guests expected _____ (max 140)

1. Facility Rental
The basic Rental Fee (as defined herein) covers use of the CCBH facility, which includes the event space, restrooms, kitchen and audio/video equipment (the “Premises”). Chairs and tables are provided by HBAGC. The first floor, porch, and “grass areas” are excluded from the Premises (unless otherwise agreed in writing).

2. Rental Fees and Deposit
Security Deposit (Refundable): \$275 (Check/Money Order made out to HBAGC)
Rental Fee: \$795 (If paying with check/money order, \$585 shall be made out to “Chatt PAC” and \$210 shall be made out to HBAGC)

3. Deposit and Rental Fee Agreement

One signed copy of this Agreement and the \$275 Security Deposit must be returned to HBAGC concurrently with Renter's execution of this Agreement. Renter understands that the facility will not be reserved until payment of the Security Deposit has been received by HBAGC. The Rental Fee \$275 shall be due 30 days prior to the Event.

The Security Deposit (\$275) will be refunded within 30 days in the form of a check following the Event provided the facility is left in satisfactory condition and there are no damages in accordance with Section 3(A) below, as determined in the sole discretion of HBAGC, and so long as Renter is otherwise in compliance with the terms of this Agreement.

- 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;
 - (iii) The Event goes past 11:00 p.m.;
 - (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, the full Security Deposit and Rental Fee will be refunded. An Event may be rescheduled one time with no penalty. If an Event is rescheduled more than one time, the Security Deposit and Rental Fee shall not 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.

- D. If the alarm company for the Premises is called as a result of Renter or Renter's Event, Renter agrees that \$75 will be withheld from the Security Deposit: INITIALS: _____**

4. Additional Terms and Conditions

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

- B. For any Event lasting later than 10:00 p.m., all attendees under the age of twenty-one (21) must be accompanied by a parent or guardian.

- C. Repairs. A final walk through will be done by an employee of HBAGC as soon as is practicable following the Event, but prior to refund of the Security Deposit. Upon arrival on the date of the Event, Renter shall inspect the Premises (including personal property of HBAGC) and notify HBAGC immediately of any defects or damages found. If no damages are reported to HBAGC 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 Premises. Any damages found during the final walk through will be deemed to have occurred during renter's use of the Premises. INITIALS: _____

(i) Renter will be held responsible for any damage to the Premises, or HBAGC'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 Premises in the same condition as it was found when the rental period commenced. Failure to do so will result in HBAGC having the Premises 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 Premises.

INITIALS: _____

(iv) 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: _____

D. All decorations must be non-flammable material. Renter shall not use glitter, bubbles, rice, confetti, or any similar substance in or outside the Premises.

E. 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 will 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 and any required permits are obtained at the sole cost of Renter. For any event where there is a charge for beer, wine, and/or liquor, appropriate beer and alcohol sale licenses are required. Licenses may 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 HBAGC 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 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: _____

F. 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.

- G. Renter shall obtain at its own cost any and all licenses and permits required by law.
- H. 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 Premises before or during the Event, shall be the sole responsibility of Renter. HBAGC shall not be liable for damage and/or theft of Renter's personal property of any type, for any reason or cause whatsoever.
- I. 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 Renter 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.
- J. 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. HBAGC reserves the right to review and approve all forms of advertising, invitations or other publicity in which the CCBH or Century Club Banquet Hall name is used. Violation of this condition shall be grounds for termination of the Agreement by HBAGC, at the option of HBAGC.
- K. Renter shall not transfer or assign this Agreement without prior written consent of HBAGC. Any assignment of this Agreement without the written consent of HBAGC shall be void.
- L. 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.
- M. If any part of the Premises is not vacated at the end of the term of this rental, then HBAGC 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 such property sustained during its removal or storage, in addition to any other remedy to which HBAGC may be entitled. 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 HBAGC.

- N. HBAGC 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.
- O. In any action or legal proceeding to enforce any part of this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- P. Any additional information or specifics regarding rental:
 - (i) _____

- Q. Any changes to Renter's Event must be requested in writing no later than two weeks prior to the Event and approved by HBAGC.
- R. This Agreement and any attached addendums constitute the entire agreement between the parties and no oral statements shall be binding. Except as set forth in this Agreement, HBAGC makes no representation or warranty, express or implied, at law or in equity, including, without limitation, with respect to merchantability, usage, suitability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.
- S. In the event any provision of this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- T. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Tennessee without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Renter irrevocably and unconditionally consents and submits to the exclusive jurisdiction of any state or federal court within Hamilton County, Tennessee with respect to any claim or cause of action arising under or relating to this agreement, and waives personal service of any and all process upon renter, and consents that all services of process be made by registered or certified mail, return receipt requested, directed to renter at its address as set forth above, and service so made shall be deemed to be completed when received. Nothing in this paragraph shall affect the rights of the parties hereto to serve legal process in any other manner permitted by law.
- U. Renter understands, acknowledges and agrees that a \$585 portion of the Rental Fee paid in connection with this Agreement shall be paid to the Chattanooga PAC (Political Action Committee).

- V. TO THE FULLEST EXTENT PERMITTED BY LAW, HBAGC'S LIABILITY TO RENTER SHALL BE LIMITED TO THE RENTAL FEE PAID BY RENTER, AND HBAGC SHALL NOT BE LIABLE TO RENTER OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY HBAGC, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED REMEDY OF ITS ESSENTIAL PURPOSE.
- W. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, pandemic, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder and, in the event that, due to Executive Order or other law or regulation, the occupancy or other features of the Premises are reduced or unavailable, HBAGC will take reasonable and commercial efforts to notify Renter. If HBAGC determines in its sole discretion that the Premises cannot be rented due to any of the foregoing acts or occurrences, then Renter's sole remedy shall be a refund of the fees paid.

5. Express Assumption of Risk; Release, Waiver and Covenant Not to Sue

Renter acknowledges that HBAGC will enact preventative measures to reduce the spread of COVID-19, but HBAGC cannot guarantee that Renter or any invitee or patron of CCBH will not become infected with COVID-19, and Renter agrees that Renter will comply with all applicable social distancing guidelines and obey all applicable laws, regulations, and orders (the "Laws") while renting CCBH. Renter understands and appreciates all of the foregoing risks are inherent in connection with Renter's Event. By signing this Agreement, Renter knowingly assumes all such risks. Renter, for itself, its invitees, patrons and their respective heirs, personal representatives, employees, members, officers, directors, agents, successors or assigns (the "Renter Parties"), hereby covenants not to sue, releases, waives and discharges HBAGC and its directors, members and their respective officers, employees, agents, successors or assigns (the "HBAGC Parties") from any and all actions, claims, liabilities, damages, losses, expenses and related attorneys' fees (collectively "Claims") arising from Renter's use of the Premises or Renter's Event, resulting in personal injury, accidents, illnesses, death, or property damage, including but not limited to any such Claims relating to COVID-19. Renter acknowledges and agrees that this release includes any Claims based on the actions, omissions, or negligence of the HBAGC Parties whether a Claim arises before, during, or after participation at Renter's Event.

6. Indemnification

On behalf of the Renter Parties, Renter further agrees to indemnify, defend and hold harmless the HBAGC Parties against all Claims arising out of or related to: (a) Renter's failure to fulfill any condition of this Agreement; (b) Renter's failure to comply with any Laws; (c) any judgment, lien, or other encumbrance filed against Renter as a result of Renter's action or use of the Premises; (d) 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; and (e) any act or omission of Renter or any of its officers, agents, employees, guests, patrons, or invitees.

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

[SIGNATURE PAGE TO FOLLOW]

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: _____

HOME BUILDERS ASSOCIATION OF GREATER CHATTANOOGA

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)