

humane
society
of charlotte



EVENT SPACE RENTAL AGREEMENT

RENTER'S CONTACT INFORMATION

NAME/COMPANY _____

ADDRESS _____

PHONE _____

EMAIL _____

TOTAL RENTAL FEE _____

EVENT TYPE _____

NUMBER OF GUESTS _____

DATE _____ **START TIME** _____ **END TIME** _____ **ROOM** _____

SET UP TIME _____

ADDITIONAL NOTES _____



THIS AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 20__ by and between ("Renter") and the Humane Society of Charlotte located at 1348 Parker Drive, Charlotte, North Carolina 28208 (HSC).

WHEREAS, the Renter hereby desires to rent certain space as named and described above located at HSC, and

WHEREAS, HSC agrees to such rental and use in consideration of certain payments and covenants herein enumerated;

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. PLEASE PLACE AN (X) BY METHOD OF PAYMENT

The Renter shall pay to HSC the total rental fee (the "Rental Fee") in the amount of \$_____ upon signing of this Agreement

_____ The renter has paid the full rental amount by check

_____ The renter has paid the full rental amount online

No cash will be accepted. Checks should be made payable to the **Humane Society of Charlotte**. HSC may accept the following credit cards: American Express, Discover, MasterCard, and Visa via our online payment portal.

2. ADDITIONAL ITEMS OR SERVICES

Certain items or services are available at an additional cost. Such items may include birthday party "add-ons" and use of microphone.

Renter has requested Additional Items or Services which are listed below, with the agreed upon fees and as such, these Items or Services are a part of this Agreement.

Renter agrees to pay Additional Fees for the following_____

Total for above items_____

3. CANCELLATION POLICY

- (a) The Renter shall be entitled to a refund of 100% of the Rental Fee if the Renter provides written notice of a cancellation to HSC development office more than (or equal to) 30 days prior to the Event Date.
- (b) The Renter shall not be entitled to any refund of the Rental Fee if the Renter provides notice of a cancellation less than 30 days before the Event Date. Renter agrees the Rental Fee shall be forfeited to HSC.

4. NOTICE

All notifications pursuant to the Agreement shall be in writing and mailed or emailed to:



HSC Development Department
Humane Society of Charlotte
1348 Parker Drive
Charlotte, North Carolina 28208
events@humanecharlotte.org

5. OPERATIONS

Customer shall:

- (a) Use the HSC building and event spaces in a safe, clean and orderly manner consistent with the purposes of the rental and return space in the order it was presented to the Renter;
- (b) Comply with HSC's policies and procedures governing the safe and orderly operation of the building
- (c) Be responsible for the safety of all areas, tables, chairs, glass, podium, doors, signs, banners, partitions, decorative materials, equipment and other temporary structures
- (d) Pay all taxes and permits or licenses fees arising out of or resulting from the use of the HSC Building by the Renter in a lawful and timely manner;
- (e) Not permit smoking (including smokeless tobacco) in the HSC Building or on the exterior grounds and shall not engage in or permit activities which are obscene under the law;
- (f) Not in any way damage, deface, destroy or alter the HSC Building (including, without limitation, any signage or furniture).
- (g) Provide to HSC a certificate of insurance with a one million dollar minimum General Liability coverage listing the Humane Society of Charlotte as other insured if applicable

6. RENTAL PERIOD

Renter must vacate the HSC Building at the end of the rental period and shall return the HSC Building and rental areas in the same condition as originally provided to Renter. If Renter has not vacated the HSC Building at end of the rental period, HSC may remove all property brought into the HSC Building by Renter or by any person admitted to the HSC Building by Renter. Any property removed by HSC may be treated as abandoned property and stored or disposed of accordingly. HSC is not liable for any damage to or loss of such property which occurs during the course of such removal, storage or disposal. Renter shall pay to HSC all costs incurred in effecting such removal, storage or disposal.

7. LIABILITY, INDEMNIFICATION AND ALCOHOL LICENSE

(a) Renter shall be liable for all damage to HSC, including damage to building, grounds, furniture and equipment, exclusive of reasonable wear and tear, and for any bodily injury occurred at the HSC Building to the extent caused by any act or omission of Renter or any person admitted by Renter. Renter hereby releases and waives any and all claims it may have against the Humane Society of Charlotte, their Board of Directors, officers, employees, agents, or contractors, for any loss of or damage to any property of Renter or of any person admitted to the HSC Building by Renter (whether arising out of a claim involving a third party or between HSC and Renter).

(b) Renter shall defend, indemnify and hold harmless HSC, their Board of Directors, officers, agents, employees, servants, and officials from any and all claims, losses, damages, or expenses, including



reasonable attorneys' fees and litigation expenses, arising out of or resulting from claims or actions: (i) for any loss of or damage to any property of the HSC Building; (ii) for any loss of or damage to any property of Renter or of any person admitted to the HSC Building by Renter; (iii) for any bodily injury, including death, to the extent caused by any act or omission of Renter or of any person admitted to the HSC Building by Renter; (iv) related to the display or performance by Renter or any person admitted by Renter of copyrighted or trademarked material; and (v) from any other claim arising from Renter's use of the HSC Building or arising from or related to this Agreement (whether arising out of a claim involving a third party or between HSC and Renter).

(c) The Humane Society of Charlotte reserves the right, in their sole discretion, to suspend alcoholic beverage consumption (brought in by the Renter) at any time during Renter's event. If the Humane Society of Charlotte's host liquor insurance is suspended or revoked in whole or in part, or if HSC is fined or otherwise sanctioned by the Alcoholic Beverage Control Commission, because of an act or omission of Renter or any person admitted by Renter, Renter shall defend and indemnify HSC for all claims, losses, damages, and expenses, including reasonable attorneys' fees, incurred by HSC due to such suspension, revocation, fine, or sanction (except to the extent caused by the gross negligence or willful misconduct of HSC).

8. FORCE MAJEURE

If use of the space rented by Renter in the HSC Building as a whole is prevented by acts of God, disasters, national emergency, riots, governmental directive, acts of terrorism, civil disorder, nuclear hazard, pandemics, public health emergencies, illegal, impossible or commercially impracticable HSC or a similar intervening cause beyond the reasonable control of HSC (collectively, "Force Majeure"), then either party may cancel this Agreement upon prompt written notice to the other party. In such event of a Force Majeure, HSC shall refund all fees paid by Renter excluding any incurred expenses by HSC for Renter. Such repayment shall be Renter's sole remedy and HSC shall not be liable for any other damages, including special, incidental, or consequential, in the event of a cancellation due to a Force Majeure.

Please note that HSC adheres to governmental mandates as related to pandemic and other public safety protocols, including without limitation, mask mandates and capacity limits. If such mandates are in place at the time of your event, your event manager will work with you to ensure these protocols are followed.

9. NON-ASSIGNABILITY

Renter shall not assign this Agreement.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina. The parties agree that any dispute arising out of this Agreement shall be adjudicated in either the state or federal courts in North Carolina and in no other forum. For that purpose, the parties hereby submit to the jurisdiction of the state and federal courts of North Carolina. The parties also agree that both the federal and state courts of Mecklenburg County, North Carolina, are a convenient forum and agree not to raise as a defense that such courts are not a convenient forum. The parties further agree to accept service of process out of any of the before mentioned courts in any such dispute by certified mail addressed to the defendants. The party

prevailing on the merits in any litigation between the parties shall be entitled to recover, in addition to all other relief obtained, reasonable attorneys' fees and expenses of the litigation.



11. BINDING EFFECT

This Agreement is binding on Renter, its successors and assigns, its exhibitors, sublicenses, and any person admitted to the HSC Building by Renter. Renter hereby assumes full responsibility for the acts or omissions of each person admitted to the HSC Building by Renter. For all purposes of this Agreement, a person who obtains access to the HSC Building upon the express or implied consent, invitation or sublicense of Renter or of any person to whom Renter has granted access by consent, invitation or sublicense, shall be a "person admitted to the HSC Building by Renter". For all purposes under this Agreement, a "person admitted to the HSC Building by Renter" shall also be deemed to include Renter's employees, agents, vendors and contractors.

12. MISCELLANEOUS

One or more waivers by any party of any provision of this Agreement shall not be construed as a waiver of any preceding or subsequent breach of the same or any other provision. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent or similar act by such party. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been included herein. The individual executing this Agreement on behalf of Renter represents and warrants that he or she has full authority, corporate or otherwise, to execute this Agreement on behalf of Renter and to bind Renter to the terms of this Agreement. Neither party shall be construed or held to be a partner, agent, or associate by joint venture or otherwise of the other in the conduct of its business. No agent, servant, or employee of Renter shall under any circumstances be deemed an agent, servant, or employee of HSC and no agent, servant, or employee of HSC shall under any circumstances be deemed an agent, servant, or employee of Renter. In the event there is a conflict or inconsistency between this Agreement and any other document or agreement between the parties, the terms of this Agreement shall control.

Pricing isn't finalized until the contract has been signed. Any requested revisions to the contract or policies and procedures could result in additional fees to account for additional costs incurred by HSC.

(SIGNATURE PAGE FOLLOWS)



BY SIGNING THIS AGREEMENT RENTER HEREBY AGREES TO AND IS BOUND BY HUMANE SOCIETY OF CHARLOTTE'S EVENT POLICIES AND PROCEDURES.

_____ RENTER'S INITIALS

ANY VIOLATION OF THE EVENT POLICIES AND PROCEDURES MAY RESULT IN TERMINATION OR CANCELLATION OF THE EVENT.

_____ RENTER'S INITIALS

BY SIGNING THIS AGREEMENT RENTER HERBY AGREES TO HSC'S ALCOHOL POLICY AS SHARED WITH THE RENTER IF APPLICAPABLE.

_____ RENTER'S INITIALS

BY SIGNING RENTER AGREES TO PROVIDE A CERTIFICATE OF INSURANCE WITH A ONE MILLION DOLLAR MINIMUM GENERAL LIABILITY COVERAGE LISTING THE HUMANE SOCIETY OF CHARLOTTE AS OTHER INSURED IF APPLICABLE.

_____ RENTER'S INITIALS

IN WITNESS WHEREOF, the parties hereunder agree to the terms of this Agreement as of the date stated above herein:

RENTER'S SIGNATURE / DATE

HUMANE SOCIETY OF CHARLOTTE / DATE