

Cabarrus Shrine Club

1460 Oakwood Ave., Kannapolis NC 28081

Phone: 704-933-2797

Mail PO Box 405, Kannapolis NC 28082

Rental Agreement

This agreement entered into this _____ day of _____, 20____ and being between Cabarrus Shrine Club as "Landlord" and _____ as "Tenant". It is agreed that this Property is located at 1460 Oakwood Ave. Kannapolis., NC 28081 and shall be rented on a day to day basis. The amount or rent will be \$450 / day + \$50 Cleaning Fee. Tenant is responsible for any damage incurred. Tenant will be an adult of at least 21 years of age. The Tenant cannot sublease this property while this Rental Agreement is in effect. Tenant agrees a security and damage bond in the amount of \$200

1. **Property:** The Cabarrus Shrine Club is located at 1460 Oakwood Ave. Kannapolis NC 28081. The Tenant will have access to the 1st floor of the main building, kitchen, and parking lot. There will be no access allowed to the 2nd floor of the main building, basement of the main building or buildings behind the main building. Access to locked storage areas is also not allowed.

2. **Building Occupancy:** The Cabarrus Shrine Club is rated by the Fire Marshall for a maximum of 208 individuals when no Federal, State or Local Restrictions are not enforced. Should restrictions be enforced, Tenant agrees to follow all restrictions.

3. **Kitchen:** The Tenant has permission to use microwaves, refrigerator, walk-in cooler, ice machine and all counter space. Tenant does not have permission to use any gas appliances unless provided for below. Additional kitchen items are approved as initialed.

I. Use of Gas Appliances: **At this time, our insurance requirements are not permitting us to allow tenants to use our gas appliances.**

II. Warming Drawers: The Landlord has electronic warming drawers available for use by the Tenant while on the property. These drawers are at an additional fee of \$25.00. The Tenant is responsible for operation and cleaning of the warming drawers. The Warming Drawers are provided "As Is" to the Tenant.

Tenant agrees that the Landlord is not responsible for any damage or injury while using warming drawers. _____

Tenant understands that the warming drawers use hot water that may cause serious injury. They will take appropriate actions to prevent spilling or injury. _____

1. Tenant understands that warming drawers use water to operate and will fill with water while operating them.
2. Warming drawers are to be returned cleaned and undamaged. Warming drawers returned not clean will result in loss of security deposit. If damaged, the tenant will be charged a replacement cost.
3. Warming drawers are not to be removed from the kitchen.
4. Warming drawers are never to be left unattended while plugged in / in operation.
5. Warming drawers are not to be physically moved while holding heated water or food trays.

Tenant has been instructed on Warming drawers operation. _____

Tenant agrees to the use of Warming drawers. _____

4. Time of Rental: The Property is rented to the Tenant on a day by day basis. The Tenant will be given access to the Property at an agreed upon time the day of the Rental. The Tenant agrees to vacate the property at 11:59pm each day of Rental.

a. **Noise Ordinance:** The Property is located within a residential area and is subject to local Noise Ordinances. The Tenant agrees to follow all local noise ordinances as defined by the City of Kannapolis. The Tenant agrees that Quiet Time starts at 11pm and all functions related to the Tenants Rental should be moved inside the building.

5. Alcohol: The Tenant assumes all responsibilities and liabilities if Alcohol is allowed, consumed or served on the Property while under the Rental Agreement. NO ONE under the age of 21 is allowed to possess, consume or serve Alcohol while on the Property. The Tenant is responsible for all parties on the Property while under the Rental Agreement. The Tenant agrees that all parties will follow all Local and State laws as it relates to Alcohol. The Tenant will obtain all necessary permits as it relates to the serving and consumption of Alcohol while on the Property.

a. Tenant acknowledges the Alcohol policy and agrees to abide by it: _____(Initial)

b. Will Alcohol be allowed, consumed or served on the Property? _____

i. If so, have the necessary Alcohol Permits been obtained? _____

Copies of such permits must be provided to Rental Agent.(if applicable by law)

6. **Projector Access:** Access to the Property's LED projector and Screen is available to the Tenant while renting this property. The projector uses a HDMI connector. There is no Audio available. This is a projector only.

a. Tenant Requests the use of of Projector and Screen: _____

b. Tenant has been instructed in the use of Project and Screen: _____

7. **Wifi / Internet Access:** Access to the Internet is provided by WiFi Router and is included in the Rental Agreement. Access is obtained by using the following account and password: _____ . Tenant agrees that use of the Wifi may be monitored and that no illegal activity will be engaged while using Wifi / Internet Access.

8. **Certificate of Insurance:** In accordance with this signed Rental Agreement the Tenant will be required to obtain a Certificate of Insurance "COI" This COI will have a minimum of \$1,000,000 Liability Coverage and Name Cabarrus Shrine Club PO Box 405, Kannapolis, NC 28082 and Oasis Temple, 604 Doug Mayes PL, Charlotte, NC 28262 as Additional Interests with regards to the policy. Furthermore, let it be understood that the Tenant does not hold Cabarrus Shrine Club and/or Oasis Temple liable for acts committed by the Tenant which are in violation of this signed Rental Agreement. Please have your insurance agent forward a COI listing the above named organizations as Certificate Holder to the respective Rental Agent prior to the day of the event. If this is not done....this agreement will be considered null and void. And any deposit paid prior to the rental date will be considered forfeited by the Tenant. Please ask the Rental Agent if you have any questions.

9. **Cleanup and return of the property:** Tenant is responsible for cleaning the property and returning it to the condition it was prior to obtaining access. This includes, but is not limited to:

a. Removal of all Trash from the interior of the property and placing it in the dumpster adjacent to the main building.

b. ~~Returning all Tables and Chairs to their respective storage areas.~~ Please leave all used tables and chairs out so that they can be cleaned by the cleaning crew.

c. All Food and Beverage brought into the building is removed and disposed of properly.

d. Building Temperature is returned to 75 degrees if the date of the Rental is between May 1st and Sept 30, otherwise please return it to 70 degrees.

e. All property brought with the Tenant is removed and not left behind.

i. Any property left by the Tenant is not the responsibility of Landlord. And may be disposed of after the Rental Agreement has ended.

f. Tenant agrees to a \$200.00 lost key charge in the event that the key is not returned to the Rental Agent.

- g. Your security deposit will be used to cover any additional costs of removing any personal property after your rental or failing to return the club in a clean condition.

10. **Decorations and Glitter:** The Tenant is required to remove all decorations brought in and used by the tenant. Please do not damage the walls, ceilings or floors while using your decorations.

- 1. The Tenant is strongly advised not to use "Glitter " decorations as it is especially hard to pick up and clean. The Tenant is required to clean up all "Glitter" decorations and if we have to clean it up, it may result in additional cleaning fees and or loss of security deposit.

11. **Tobacco:** This is a TOBACCO FREE facility. The Tenant agrees that there will be no use of tobacco of any kind including vaping or e-cigarettes within the interior of any building located on the property by any person nor within 50 feet of the doors. The Tenant will make sure there is no smoking debris left on the property and that all smoking debris is disposed of properly.

12. **Fire and Candles:** Due to insurance requirements, the use of fire and/or candles inside the building is prohibited. The use of a Birthday / Event cake or Ceremonial candle is permitted on a case by case basis.

Please explain in detail the use and number of candles: _____

13. **Weapons Policy:** No weapons, concealed or otherwise are allowed on the Property at any time.

14. **Cancelation Policy:** The Security Deposit is non-refundable if the Tenant cancels the rental within 30 days of the rental date. In the event we are requested to close our facility due to an event beyond our control, the landlord liability is limited to the return of the security deposit and any money collected for this rental agreement from the Tenant.

15. **Violation of Agreement:** Violation of the rules laid out in this agreement willful or unwillful may and will result in the forfeiture of the \$200.00 Security and Damage deposit at the determination of the Agent and Landlord, or if law enforcement is called to settle any "disturbances or complaints" caused during the time of Rental on the Property.