



Community Room Space Rental Agreement & Liability Waiver

Renter: _____
Address of Renter: _____
Phone # of Renter: _____
Date of Rental: _____
Event: _____

This agreement and liability waiver for the rental of a venue is made on the above date, by and between the Village of Wayne City, the Owner, and the above Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 103 E Mill Street and known as the Community Room, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$50 no later than 5 days before the commencement of the rental period. This is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. Renter shall leave Community Room clean and put everything back in place, sweep and dust floors and leave waste in the cans provided. In addition to the rental fee, the Renter may also be billed \$50 to cover any loss, cleaning fee, or damages incurred to the Community Room by Renter or his/her associates. Renter will be aware of this future billing when making their rental booking.
2. The Renter shall have access to and use of the venue from 6:00 am to 11:00 pm on the above date of rental, for the purpose of hosting the Renter's above stated event. Owner shall provide to Renter all keys, access control codes, and other items necessary to give Renter such access when the \$50 has been paid. Within 5 days after the rental contract date, Renter shall tender to Owner all keys and other access control devices in her/her possession.
3. By the execution of this Agreement, the Renter agrees that the Owner shall not be liable for any damages arising from personal injuries sustained by Renter or any third party as a result of any and all activities related to the rental. The Renter assumes full responsibility for any such injuries or damages which may occur, and further agrees that the Owner shall not be liable for any loss or theft of personal property. The Renter specifically agrees that Owner shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Owner whether such Owner negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Owner. The parties agree that if the Renter and/or third party suffers property damage and/or personal injury on the premises of the Community Room, then for any action filed in relation to such property damage or

personal injury, Renter agrees to indemnify and hold Owner harmless for such property damage and/or personal injury; and Renter agrees to pay all fees and costs associated therewith, including, but not limited to Owner's filing fees, service fees, and reasonable attorney's fees. Renter agrees to immediately inform Owner of any property damage or personal injury, whatsoever that occurs on the premises regardless of who or what caused the property damage or personal injury.

4. Renter states that he/she has had sufficient time to review the Agreement and Liability Waiver and to ask any questions associated with said Release. Renter further states that he/she has carefully read the foregoing Agreement and Liability Waiver, knows the contents thereof, and has signed this Release as his/her own free act. Renter further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Owner for the Owner's negligence.

5. If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

6. Any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation, any dispute regarding the enforceability of any provision, that cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may be mutually agreed between the Parties, shall be submitted to and finally resolved by a court of competent jurisdiction in Wayne City in Wayne County, Illinois. Venue for any lawsuit, claim or controversy involving the use of the Community Room shall be in Wayne County, Illinois.

Renter Signature: _____ Dated: _____

Village of Wayne City (Owner) Representative Signature: _____