

rental agreement
Space in Delasalle COLLEGIATE high school
ATHLETICS Building

This Rental Agreement is made and entered into this ____ day of _____, 20____, by and between DeLaSalle Collegiate High School, [a non-profit corporation existing under the laws of the State of Michigan], (hereinafter "Owner") and _____, a _____ existing under the laws of the State of _____ or a resident of the State of _____ (hereinafter "Renter").

1. Rental Space, Term and Purpose.

a. Rental Space.

That Owner, in consideration of the Rental Fee and the covenants and agreements hereinafter contained and made by Renter, does hereby agree to furnish, during the Term set forth below for use by Renter and its Participants (as defined below) only and for the purpose set forth herein, that portion of the DeLaSalle Collegiate High School Athletics Building located at 8777 Common Road, Warren, Michigan (the "Facility") known and described as follows (the "Rental Space"):

Rental Space	Purpose and Maximum Number of Participants	Term (Dates and Hours of Use)	Rental Fee (without sales tax)
<input type="checkbox"/> Gymnasium			
<input type="checkbox"/> Athletic Field			
<input type="checkbox"/> Wrestling Room			
<input type="checkbox"/> Weight Room			
<input type="checkbox"/> Conference Room			
<input type="checkbox"/> Other _____			
<input type="checkbox"/>			
<input type="checkbox"/>			

b. Exclusive Rental Space, Non-Exclusive Rental Space and Common Areas.

Subject to the terms and conditions of this Agreement, Renter shall have exclusive use of the following spaces in the Facility during the Term specified above: _____

Subject to the terms and conditions of this Agreement, Renter shall have non-exclusive use of the Common Areas of the Facility as well as the following spaces in the Facility during the Term (which use shall be in common with other renters and Owner): _____

For purposes of this Agreement, the term "Common Areas" shall mean and include all areas provided by the Owner for the common use and benefit of Owner and all parties renting any portion of the Facility

including, without limitation, the parking lots, driveways, common restrooms, common hallways and entrances, lobbies and vestibules within the Facility. No Rental Space listed above shall be deemed to be part of the Common Areas.

2. . Payment.

On the date hereof, Renter shall deposit the following Security Deposit and one-half of the Rental Fee (plus all applicable sales tax) with Owner. **The balance of the Rental Fee shall be paid to Owner on or before _____ (the “Final Payment Date”). If the balance of the Rental Fee is not paid prior to such date, Owner may, at Owner’s discretion, cancel this Agreement, and shall, in any event, be entitled to payment in full of the Rental Fee and may apply the Security Deposit to such payment.**

Renter’s Initials:

- Cash
- Check (Number _____)

Security Deposit: _____ Dollars (\$ _____)

Rental Fee (plus applicable Sales Tax): _____ Dollars (\$ _____)

Rental Fee Paid: \$ _____ Received by:

Rental Fee Balance due by Final Payment Date: \$ _____

Payments by check shall be by travelers’ check, certified check, cashier’s check or personal check approved by Owner. Renter shall reimburse Owner for any fees charged by Owner’s bank in the event that any check is returned for insufficient funds plus an administrative fee to Owner of Fifty Dollars (\$50.00). If Renter fails to perform any obligation hereunder, Owner shall have the right to apply the Security Deposit cure such failure. Renter shall, upon demand, immediately repay to Owner any portion of the Security Deposit so applied. The Security Deposit will be returned within thirty (30) days of the last day of the Term, provided that Renter has fully complied with the terms and conditions of this Agreement. If any portion of the Security Deposit is not returned, Owner will provide a statement detailing any amounts of the Security Deposit deducted by Owner.

3. . Cancellation Policy.

Unless Renter has provided Owner with a 30 Day Cancellation notice as provided below, if the Renter, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the Rental Space as provided herein, no refund shall be made of the Rental Fee paid pursuant to this Agreement, provided, however that the Security Deposit shall be refunded if the Rental Fee was paid in full. Renter may cancel this Agreement by giving written notice to Owner, which notice must be addressed to the Facility and postmarked no less than thirty (30) days prior to the first day of the Term (a “30 Day Cancellation”). If Renter provides Owner with a valid 30 Day Cancellation, all funds deposited by Renter shall be returned within thirty (30) days of Owner’s receipt of the 30 Day Cancellation. If Renter does not provide a 30 Day Cancellation, Owner shall be entitled to payment in full of the Rental Fee (and the Security Deposit may be applied to such payment) and Owner may retain any amounts deposited with Owner and shall be entitled to take any and all legal action to collect any unpaid amount of the Rental Fee.

Renter’s Initials:

4. . **Covenants of Owner.**

The Owner hereby agrees:

- a. Quiet Enjoyment. To permit the Renter to peaceably and quietly have, hold and enjoy the use of the premises hereinabove specifically described for the purpose and for the Term aforesaid.
- b. Utilities. To furnish, at Owner's expense, heat, when required by the season, water for restroom use, lighting and electricity for ordinary use only; accidents and unavoidable delays excepted.
- c. Janitor and Landscaping Service. To furnish all janitorial service or landscaping service deemed necessary by the Owner during the Term of this Agreement.

SECTION 5. Covenants of Renter.

The Renter hereby agrees:

- (a) Payment for Additional Service. To pay to the Owner on demand any sum which may be due to the Owner for additional service, accommodations, equipment or material furnished or loaned by the Owner or additional cleaning required as a result of Renter's (or its Participants) use of the Facility. All such charges shall be at the Owner's standard rates or, if no rate exists, at Owner's actual cost.
- (b) Insurance. Renter will provide Owner, at least ten days prior to the date of this agreement, a policy of public liability and property damage insurance (or a certificate evidencing such coverage) with a company satisfactory to Owner, which policy shall have a minimum combined single limit of \$1,000,000 for liability on account of bodily injury or property damage per accident together with an "umbrella" coverage policy in the amount of \$3,000,000 and shall have as the named insured and as a named additional insured, respectively, the Renter and Owner. Renter shall also insure all personal property of Renter that will be located at the Facility. Owner shall not be required to insure Renter's property. All certificates or policies of insurance required hereunder shall contain an endorsement to the effect that no change or cancellation in the terms thereof shall be effective unless at least ten days written notice thereof has been given to the Owner, such notice to be addressed to the Facility. In the event a policy or certificate of insurance is not provided as specified above or that the Owner receives notice of a change or cancellation of such coverage during the Term, the Renter hereby authorizes the Owner to arrange for such insurance coverage and Renter shall pay cost thereof or Owner shall have the right to terminate this Agreement without any liability including the requirement of refunding the Rental Fee.
- (c) Surrender of Premises. To quit and surrender up said Rental Space to the Owner at the end of said Term (or any portion thereof) in the same condition as at the date of the commencement of this Term (or any portion thereof), ordinary use and wear thereof only excepted; provided however, that the Renter shall not be liable for any damage caused by fire, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, motor vehicles, smoke, vandalism, and malicious mischief not caused by the willful misconduct or negligence in whole or in part of the Renter. Renter shall collect all rubbish and trash resulting from Renter's and Participants' use of the Facilities and place the same in the trash cans or dumpsters provided by the Owner. If Renter and its Participants are using both indoor and outdoor parts of the Facilities, Renter shall instruct its agents, employees and Participants to have appropriate clothing and footwear for both types of facilities and shall have Participants change into clean clothing and footwear if

their outdoor clothing and footwear are soiled and would bring mud or dirt into the Facility. Owner reserves the right to charge Renter for additional cleaning if necessary.

- (d) Regulations. To be on notice of and to abide by and conform to all posted rules and regulations from time to time adopted or prescribed by the Owner for the government and management of said Facility, including all posted rules and regulations for the use or operation of any equipment, including, without limitation, exercise equipment.
- (e) Participants. That Renter shall [] / shall not [] [Mark appropriate box, if no box is marked, the “shall” box shall be deemed to be marked] be required to provide a Participant Waiver in the form attached hereto from each participant in Renter’s program that will use the Rental Space or any part of the Facility (a “Participant”). Owner shall have the right to require that Renter exclude any Participant from Renter’s activities if the Participant has not provided a satisfactory Participant Waiver. At no time shall more than the number of Participants specified above use the Rental Space. At all times that Participants are at the Facility, they shall be supervised and monitored by Renter. Owner reserves the right to charge additional Rental Fees to Renter if Renter or its Participants have not vacated the Facility within thirty minutes of the scheduled end of the Term (or any portion thereof).
- (f) Anti-Discrimination Clause: Compliance with Laws. That Renter shall comply with all applicable laws including, without limitation, anti-discrimination laws.
- (g) Concessions. The Owner reserves the sole right to sell refreshments (including through automatic vending machines) and other concession or retail items at the Facility (including in the Parking Lots and Athletic Fields) and the Renter shall not engage in the aforesaid business without the written consent of Owner. The Renter shall not provide, furnish or arrange for food and/or beverage sales or service except as permitted by the Owner, and then, only, in strict accordance with all policies, rules and regulations of the Owner and only with vendors approved by Owner.
- (h) Permitted Use: Unlawful Use. The Renter shall only use the Facility for the purposes set forth above and not for any other purposes without the written consent of Owner. The Renter will comply with all laws of the United States, the State of Michigan and all ordinances, rules or requirements of the City of Warren, and will not do or suffer to be done anything during the Term of this Agreement in violation thereof. If a violation exists, Renter will immediately desist from and correct such violation. Renter shall comply with all requirements of Renter’s (or Owner’s) insurance underwriter(s).
- (i) Care of Premises. The Renter shall not injure, nor mar, nor in any manner deface the Facility, and shall not cause anything to be done whereby the Facility shall be in any manner injured, marred or defaced and will not make any alterations of any kind therein.
- (j) Compensation for Damage. That if Rental Space, or any portion of the Facility shall be damaged by the act, default or negligence of the Renter’s or Renter Parties (as defined below) Renter will pay to the Owner upon demand such sum as shall be necessary to restore said premises to their present condition.
- (k) Passageways. The Renter will permit no chairs, equipment or property to be or remain in the passageways, and will keep said passage-ways clear at all times.

- (l) Posting of Signs. The Renter will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, lithographs, posters or cards of any description, inside or in front, or on any part of the Facility, except upon the regular billboards provided by the Owner therefor and only if such items are approved by Owner.
- (m) Objectionable Activities. No activities, demonstrations, performances, exhibitions or entertainment shall be given or held at the Facility which shall be objected to by the Owner.
- (n) Waiver of Liability and Claims. The Owner assumes no responsibility whatsoever for any property placed in the Rental Space or at the Facility by Renter and Renter for itself and its shareholders, partners, members, officers, directors, trustees, subsidiaries, affiliates, employees, invitees, servants, students, volunteers, patrons, agents, contractors, sub-contractors and Participants (“Renter Parties”) hereby expressly releases and discharges Owner and Owner’s shareholders, partners, members, officers, directors, trustees, subsidiaries, affiliates, employees, invitees, servants, students, volunteers, patrons, agents, contractors and sub-contractors (“Owner Parties”) from any and all liabilities for any loss, injury or damage to any of Renter’s property at the Facility (regardless of the cause thereof, including damage by leaking pipes or the roof, flooding, fire or loss by theft) that may be sustained by Renter or the Renter Parties. The Owner is not responsible for activities conducted by Renter or the Participants at the Facilities and, except as provided herein, all activities shall be supervised by Renter. Renter, for itself and the Renter Parties hereby releases and forever discharge Owner and the Owner Parties from any and all losses, claims or damages by Renter or the Renter’s Parties resulting from any injury, loss or the death of any person resulting from Renter’s activities in the Rental Space or at the Facility.
- (o) Indemnification. Renter and the Renter Parties shall indemnify, defend and hold the Owner and Owner Parties harmless from and against all actions, causes of action, lawsuits, obligations, liabilities, losses, penalties, fines and costs (including damages for personal injury, sickness, disease, death, property damages, economic loss, violations of law and any expenses, including reasonable attorney’s fees and costs, legal expenses and fees incurred on appeal and interest thereon) accruing or resulting from the use of the Rental Space or the Facility or the activities of Renter or the Renter Parties thereon and any negligent actions or failure to act by Renter or any intentional, criminal or reckless actions or failure to act by Renter. Renter shall assume all investigation, defense and expense costs related to any claims with counsel acceptable to Owner and any and all costs, expenses, damages or losses incurred by Owner shall be paid to Owner by Renter within ten (10) days of demand therefor by Owner. The foregoing shall survive the Term of this Agreement.
- (p) Objectionable Persons. The Owner reserves the right through its management and its representatives to eject or remove any objectionable person or persons from the Facility, and upon the exercise of this authority through its management, the Renter hereby waives any right and all claim for damages against Owner resulting from such removal.
- (q) Storage and Removal of Renter’s Effects. Unless Renter receives the written consent of Owner, Renter shall not store any property in the Rental Space or in the Facility before or after the Term (or any portion thereof). For purposes of clarity, if the Renter has rented the Gymnasium Rental Space for the period of time from 8:00 AM through 8:00 PM for three (3) consecutive days, Renter shall remove all of Renter’s property from the

Gymnasium Rental Space at 8:00 PM on each such date. The Owner reserves the right to remove from the Facility all property remaining in Facility after the Term (or any portion thereof) and to store same at Renter's expense, and to sell said property after passage of thirty (30) days from date of termination of this Agreement if such property is not claimed by Renter and such rental charges paid in full.

- (r) Open Flames, Hazardous Materials and Inflammable Liquids. No open flames are permitted in the Facility. The Renter shall not, without the express written consent of the Owner, bring any hazardous materials (which shall include any materials deemed hazardous under any law of the United States or the State of Michigan) into the Facility or put up or operate any engine or motor at the Facility or use oils, bottled gas, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes.
- (s) Assignment. The Renter shall not assign this Agreement, or any part thereof, sublease or license any portion of the Rental Space, nor suffer any use of the Rental Space or the Facilities other than as herein specified.
- (t) Destruction of Building. In the event that the Facility, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty or unforeseen occurrence or any taking under applicable law shall render the fulfillment of this Agreement by the Owner impossible, then and thereupon this Agreement shall terminate, and Renter hereby waives any claim for damages or compensation should this Agreement be so terminated, provided that Owner shall refund all Rental Fees and the Security Deposit to Renter within thirty (30) days of termination.
- (u) Right of Entry. The Owner reserves the right to enter upon and to have access to the Rental Space at any and all times without the requirement of notice.
- (v) Control of Building. The Facility, including the keys thereof, and parking lot shall be at all times under the charge and control of the management appointed by the Owner.
- (w) Authority. The persons executing this Agreement on behalf of the Renter hereby represent and warrant that they have been duly authorized by the Renter to enter into this Agreement on behalf of the Renter and the same is the valid and binding agreement of Renter.
- (x) No Alcohol or Tobacco Products Permitted. No alcohol may be consumed or stored in the Facility or on its grounds. No smoking or tobacco products are permitted to be used or consumed on the Facility or on its grounds.
- (y) Owner Equipment and Facilities. Any equipment or other item provided by Owner (including all equipment in the Workout Room) shall be returned to Owner in substantially the same condition in which it was delivered. Renter shall not have the right to make alterations to the Facilities or any Equipment of Owner. Renter shall not remove any safety device attached to any of Owner's equipment. Renter shall reimburse Owner for the cost of any lost, damaged or stolen equipment and Owner may apply Renter's Security Deposit to any such loss or damage.
- (z) Parking. The Renter and all of its Participants (and, if applicable, their parents) shall park only in marked parking places in the Parking Lot and legal parking spaces on the street (if any).

(aa) Matters Not Covered. Any matters not herein expressly provided for shall be at the discretion of the Owner.

In the event that Renter shall breach any of its obligations under this Agreement or if Renter shall become subject to any insolvency or bankruptcy proceeding, Owner shall have the right to immediately terminate Renter's right to possession of the Rental Space for the remaining Term of the Agreement without any liability or the obligation to refund any portion of the Rental Fee to Renter. Upon receipt of notice of such termination, which notice may be delivered to the address of Renter below or personally delivered to any employee or representative of the Renter at the Facility, Renter shall remove all of its property from the Facility. In addition to the foregoing, any amounts payable hereunder shall be deemed rent under applicable law and Owner shall, at all times, be entitled to the remedies set forth herein or any and all remedies available at law or equity.

5. . Miscellaneous.

No consent by Owner nor any waiver by Owner of any provision of this Agreement or any rules applicable to the Facility shall be deemed a future waiver or imply the future consent of Owner. Renter shall not be entitled to any deduction, offset or setoff of any payment due hereunder. The laws of the State of Michigan shall govern this Agreement. The submission of this document does not constitute an offer to rent, an option or a reservation of any part of the Facility and shall become effective only upon the execution and delivery hereof by Renter and Owner. The invalidity or unenforceability of any portion of this Agreement shall not affect or impair any other provision of this Agreement or the Agreement itself. This Agreement shall not be filed of record nor shall any memorandum hereof be filed.

In Witness Whereof, Owner, and Renter have caused this Agreement to be signed on the day and year first above written.

Renter:	DeLaSalle Collegiate High School
By:	By:
Name:	Name:
Title:	Title:
<u>Renter's Federal Tax ID Number:</u>	
Renter's Address and Contact Phone Number:	
Address:	
Phone No.:	
Emergency Contact:	
Phone No.:	

PARTICIPANT’S WAIVER

On behalf of myself (the “undersigned”) and/or as legal guardian of _____ (“my child”), I hereby consent to my child’s participation in programs and/or any other related (directly or indirectly) activities held at the DeLaSalle Collegiate High School Athletic Facility located at 8777 Common Road, Warren, Michigan (the “Facility”) sponsored by _____ (“Renter”).

I understand, acknowledge and agree that DeLaSalle Collegiate High School (“Owner”) assumes no responsibility for the supervision of Renter’s services, programs or activities at the Facility and further understand, acknowledges and agree that Owner and has not reviewed or approved Renter’s qualifications to provide any such services, programs or activities and Owner has not reviewed or approved the qualifications or background of any person or party affiliated with Renter. I fully understand the potential risks of injury to myself and/or my child common to participating in the activities sponsored by Renter and/or related activities and fully assume the risks associated with such participation. I recognize that accidents occur and that all risks cannot be eliminated or controlled. I also recognize that some risks cannot be anticipated.

I hereby release, waive, absolve, covenant not to sue, and agree to indemnify, defend and hold harmless, and on behalf of my child I hereby release, waive, absolve, covenant not to sue, and agree to indemnify, defend and hold harmless Owner and it’s officers, trustees, directors, employees, agents, patrons and volunteers from and against any and all claims, demands, actions of whatsoever kind or nature, causes of action, damages, costs, liabilities, expenses or judgments, including, but not limited to, attorneys’ fees and court costs, and any other liability for any and all injury, loss, damage, misadventure and/or inconvenience occurring to the undersigned and/or my child or arising out of the undersigned’s and/or my child’s participation in the Renter’s activities or programs. I assume all medical obligations for myself and/or my child in the event of accident or injury while participation in activities at the Facility.

I hereby execute this Participant’s Waiver to induce Owner to provide the Facilities to Renter and to permit the undersigned and/or my child to participate in the Renter’s programs and activities. I understand and agree that this Participant’s Waiver is valid in all respects, now and in the future, and may be kept on file by Owner. This Participant’s Waiver, having been read thoroughly and understood completely, is signed voluntarily as to its content and intent.

I have executed the Acknowledgement and Waiver this _____ day of _____, 20__ for myself, as the undersigned and, if applicable, on behalf of my child.

Signature
Print Name
Address