





# RISK MANAGEMENT EDUCATION

## RENTAL AGREEMENTS

### "ABC distillery" Sample Rental Agreement

Date: \_\_\_\_\_

Person(s) or Name of Organization: \_\_\_\_\_ (Lessee)

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Set-up Date: \_\_\_\_\_ Rental Time In: \_\_\_\_\_ Rental Time Out: \_\_\_\_\_

Type of Event to be held \_\_\_\_\_

The Lessee(s) shall pay to the distillery the sum of \$\_\_\_\_\_.00 Dollars being hereinafter referred to as the "Deposit Amount." In the event that the reservation is cancelled by the Lessee without sixty (60) days prior written notice, the Deposit Amount shall be retained by the Organization as liquidated damages.

In addition to the Deposit Amount, a valid certificate of insurance indicating in force liability insurance shall be provided to the Organization at least ten (10) days prior to the event. (Received  Date \_\_\_\_\_ Copy attached )

The total sum for the aforementioned event will be \$\_\_\_\_\_ to be paid in full by \_\_\_\_\_ (Date).

All Rental Payment will be made in full and in advance of the event with keys not being assigned until that time. Applicable deposit will be returned only if the following conditions are satisfied:

- Floors Swept
- Spills wiped up
- Lights off
- No property damage
- Garbage bags placed in hopper
- Table tops washed
- Doors locked
- Furniture repositioned
- Heat/Air conditioning thermostat set per instructions
- Key returned to proper person

Once the event is held and the remaining clauses of this agreement have been, in the reasonable opinion of the Organization, properly executed, the Deposit Amount will be applied to any outstanding portion of the rental sum OR returned as overpayment within 15 days by the Organization. The following persons should be contacted if problems arise during the event: John Smith 555-0000 or Joe Deer 555-1111.

#### Event Restrictions:

- No illegal activities or drugs
- No firearms
- No taping, nailing or thumb tacking of decorations or signs to any wall, door or ceiling
- All alcoholic beverages brought in must be served by the distillery staff. During the event the beverages are released to and to remain in the care, custody and control of the bartenders or distillery staff. The fee for the distillery staff for the aforementioned event is \$\_\_\_\_\_ payable in addition to and in full with the rental fee. No alcoholic beverages may be removed from the building at any time.

This is a sample guideline furnished by WinStar Insurance Group. Your distillery should review it and make the necessary modifications to meet your organization's needs. The intent of this guideline is to assist you in reducing exposure to the risk of injury, harm, or damage to personnel, property, and the general public. For additional information on this topic, contact us at (512) 448-9928 or info@winstarins.com.



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- The premises leased and related services are described and limited as follows:

\_\_\_\_\_

\_\_\_\_\_

- The premises shall be used for the type of event described above and for no other purposes.

The Lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. The distillery retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, illegally or acting with dangerous behavior or who are in violation of any other clause of the contract.

In consideration of the leasing of the premises of ABC Distillery (otherwise referred to as The Distillery) to the undersigned, the undersigned hereby releases The Distillery, its officers, directors, members and employees (collectively the "The Distillery Parties") from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illnesses, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described premises by the Lessee.

The undersigned hereby agrees to indemnify, defend and hold harmless The Distillery Parties against any such claims brought by any person or entity.

Name of Lessee (print): \_\_\_\_\_ Name of Lessee (sign): \_\_\_\_\_

Name of Lessee (print): \_\_\_\_\_ Name of Lessee (sign): \_\_\_\_\_

For the Organization (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Addendums (Initial each):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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