

# RENTAL AGREEMENT AND PERSONAL INJURY RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE PRINT CLEARLY

This Agreement, dated \_\_\_\_\_, is between the Blue Comet Motorcycle Club, hereinafter called "Lessor"

AND

\_\_\_\_\_, hereinafter called "Lessee"

Lessor agrees to let unto Lessee the following:

Check desired rental:

- ( ) \$400.00 includes: use of clubhouse, kitchen and pavilion
- ( ) \$300.00 includes: use of clubhouse and kitchen
- ( ) \$200.00 includes: clubhouse (without kitchen)
- ( ) \$150.00 includes: pavilion only
- ( ) Negotiable – Use of grounds for events

Maximum rental time is six (6) hours.

Set up can begin one (1) hour before start time. If more set up time is needed, the cost will be \$ 25.00 per additional hour.

LEASE PROHIBITS THE USE OF THE RACE TRACK

RENTAL STARTS: DATE \_\_\_\_\_, \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

RENTAL ENDS: DATE \_\_\_\_\_, \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

Upon the following terms and conditions to wit:

Total rental for entire term payable to Lessor \$ \_\_\_\_\_

Payments in advance ( ) \$ \_\_\_\_\_ Bal. Due \$ \_\_\_\_\_

Cash or check to be paid before possession by Lessee which is to be applied on account as follow:

**Security deposit** of \$175.00 Paid \$ \_\_\_\_\_, Due \$ \_\_\_\_\_

**Cancellation fee** of \$200.00 Paid \$ \_\_\_\_\_, Due \$ \_\_\_\_\_

Total – Paid to date Paid \$ \_\_\_\_\_, Due \$ \_\_\_\_\_

Balance due before possession Paid \$ \_\_\_\_\_, Due \$ \_\_\_\_\_

NOTE: Security deposit will be refunded after event, providing all property has been returned to its Original condition as to cleanliness and order, also any supplies used must be replaced

Cancellation fees will be forfeited if cancelled within 30 days of Rental Date. Fee will be returned after event. If not cancelled.

Lessee will occupy premises **ONLY** as:

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Lessee will pay a fee of \$ 35.00 for any payment that is returned by any financial institution for any reason. Any late charges will continue to apply until a valid payment is received.

Lessor will accept the following methods of payment:

Cash:  Money order:  Personal check;  Other

Lessor may deduct for cleanup or repair costs due to damage.

Remaining Security Deposit will be returned to Lessee within 10 days after lease termination.

Lessee will:

- I. Keep the property clean and safe
- II. **REMOVE** all trash, garbage and any other waste materials as required by Landlord and the law
- III. USE CARE WHEN USING ANY OF THE ELECTRICAL, PLUMBING, HEATING, VENTILATION OR OTHER FACILITIES OR APPLIANCES ON THE PROPERTY

Lessee will not:

- I. Keep any flammable, hazardous and/or explosive materials on the property
- II. Destroy, damage or deface any part of the property
- III. Remove any furniture or equipment from the Clubhouse to use outside

Lessee is responsible for all guest obeying the Rules and Regulations and all laws.

**NOTE:** LESSEE IS RESPONSIBLE FOR THEIR TRASH AND IT MUST BE REMOVED BY THE END OF THE LEASE

***A charge of \$ 50.00 will be applied for cleaning the premises.***

The "Security Deposit" shall be held by Lessor as security for the Performance of all the terms, covenants and conditions of this lease and for the cost of any trash removal, housekeeping and the cost of repairs and/or the correction of damage (which is in the opinion of the Lessor, in excess of normal wear and tear), otherwise the "Security Deposit" or any balance thereof, shall be returned after the Lessee has vacated and left the premises in an acceptable condition following a personal inspection by the Lessor. If the Lessor determines that any loss, damage or injury is chargeable to the Lessee, hereunder, exceeds the "Security Deposit", the Lessor at his option may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage or injury and the balance thereof, will be the responsibility of the Lessee. Lessor's determination of the amount, if any, to be returned to the Lessee shall be final.

The Lessor may furnish additional services not herein provided for but any such service shall be gratuitous unless otherwise agreed and shall not be an obligation of the Lessee or part of the consideration for the rent.

- The club has a D.J. available for your event. Call Barry Rosenberger @ (215) 362-1908 for details.
  - The portable toilets are available at a cost of \$ 35.00 each
  - A large charcoal grill is available at no charge. Lessee to supply their own charcoal

**THE CLUB GAS GRILL IS NOT AVAILABLE FOR USE**

**Any supplies used must be replaced, i.e. Food, Fuel, Serving Dishes/Utensils, Beverages and Paper Stock.**

Lessee will indemnify and save Lessor harmless from any and all loss by Lessee's breach of any of the covenants, terms and conditions of this lease or caused by his family, guests, visitors and employees.

Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience.

Lessee may not transfer this lease or sublease (rent to another person).

Lessee shall not provide or allow to be provided alcohol or alcoholic beverages on the premises at any time to any individual under the age of 21 years old.

Lessee shall be responsible for the provision of alcohol on the premises and shall monitor the use of alcohol on the premises including monitoring the age of those consuming alcohol on the premises, the condition of guests consuming on the premises and providing appropriate transportation to any guest who consumes alcohol on the premises and becomes visibly intoxicated.

Lessee hereby released Lessor from any and all liability from the service of alcohol on the premises and hereby agrees to indemnify and hold harmless Lessor for any and all damages, attorney's fees and costs relating to defending any and all lawsuits and/or claims made as a result of the service of alcohol to any guest on the premises.

Lessor undertakes no direct legal or financial responsibility for the safety of the Lessee or the guests of the Lessee.

Lessee assumes all risks and liability arising out of any activity that occurs during the rental of the premises.

Lessee hereby forever releases Lessor and all related participants from any and all claims and causes of action that Lessee or Lessee's guests or their representatives now have or may have in the future for personal injury, property damage or wrongful death arising out of the activities that take place on the premises pursuant to this lease.

Lessee shall be 100% liable for any and all personal injury, property damage or wrongful death as well as any and all medical expenses incurred as a result of any injury or property damage arising out of the activities on the premises that is the subject of this Agreement.

By signing this Agreement, Lessee agrees to release, indemnify and hold harmless Lessors as well as all of their employees, agents, representatives, successors, directors and members from all losses, claims, theft, demands, liabilities, personal injuries, wrongful death, causes of action or expenses, known or unknown, arising out of the use of the premises and/or the activities taking place during the use of the premises pursuant to the use of this Agreement.

Lessor is not responsible for any damage to person or property caused by the use of the premises or the activities therein that are the subject of this Agreement.

#### **INDEMNITY**

In addition, Lessee agrees to indemnify and hold harmless the Lessor, its officers, staff, members and agents working on behalf, from any and all claims, actions, suits, costs, damages and liabilities resulting from the breach of this Agreement, the negligent actions, willful misconduct or omissions of Lessee and Lessor's guests, invitees, agents and sub-contractors.

#### **ALCOHOL CONTROL**

The Lessee is ultimately responsible for the safety of all its invitees, guests, agents or sub-contractors, including the distribution and consumption of alcohol.

Lessee's guests that appear to be thirty (30) years of age or under shall be carded by the bartending service, therefore they must either have a valid driver's license or valid picture ID.

**DAMAGES**

Lessee shall be responsible for the payment of any and all damages to the building, furnishings, fixtures or equipment whether caused by Lessee or his/her employees, agents, representatives or guests. Damage to the premises shall be at the expense of the Lessee.

LESSOR \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE \_\_\_\_\_ DATE: \_\_\_\_\_

**IN CASE OF EMERGENCY:** Contact one of the following:

<b>Gene Reynolds</b>	<b>(610) 960-7479</b>
<b>Russell Smith</b>	<b>(267) 663-9916</b>
<b>Mary Bruno</b>	<b>(610) 322-4489</b>

**Please return to:**

**Blue Comet Motorcycle Club  
c/o RENTALS  
P.O. Box 234  
Skippack, PA 19474**