

"Protect the Lodge, Protect the Mission"

EVENT HOSTING AGREEMENT CONTRACT

We appreciate *[name of hosting party]* ("Client") selecting *[name of Lodge]* ("*[name of Lodge]*") to host your upcoming event.

This Contract for Services ("Agreement") is made and entered into as of *[date of agreement]* by and between Client and *[name of Lodge]*. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Event Terms.

TERM: from *[Time of event]*, *[date of event]* ("Term")

VENUE ADDRESS: *[Address of facility]* ("Facility or Premises")

LOCATION IN THE PREMISES: *[Name of Space Being Rented]* ("Space")

TYPE OF EVENT: *[Description of event]* ("Event")

CLIENT CONTACT NAME: *[Name of client contact]*

CLIENT CONTACT PHONE: *[Telephone number of client]*

VENUE CONTACT: *[Name of Lodge contact]*

EVENT No.: *[Number of individuals]*

2. Purpose. *[Name of Lodge]* grants to Client the privilege and license to use the Space located in the Premises on the terms and conditions contained herein. Client agrees that it shall use the Premises during the Term of this Agreement for the purpose of hosting the Event at *[name of Lodge]*'s Facility. The Event shall be hosted by Client, during the hours set forth in Section 1 above. Unless otherwise agreed to in writing by *[name of Lodge]*, the Event shall be held at no other times. While the Term, Client shall be the possessor of the Space.

DO NOT REMOVE

3. Payment Terms. Client will submit a rental fee _____ [*enter some amount, can be nominal*] by _____ [*enter payment date*].

4. *[Name of Lodge]*'s Policies. *[Name of Lodge]* and its any of its employees, volunteers, agents, contractors, sublessees, licensees, or invitees shall not be liable for any items, possessions or materials belonging to Client or a guest left prior to, during or following the Event. *[Name of Lodge]* reserves the right to exclude or eject any and all objectionable persons, in accordance with all applicable law, from the Event or the Premises without liability. Client shall conduct its Event in an orderly manner and in full compliance with the rules of *[name of Lodge]* as well as all applicable laws, ordinances and regulations. The use of *[name of Lodge]*'s name and logos are strictly prohibited without *[name of Lodge]*'s prior written consent although Client may use such name and logos in connection with the promotion of the Event. No one under *[number of years]* years of age permitted to the Event. All guests must have valid photo ID. *[Name of Lodge]* reserves the right to refuse entrance if a guest is under *[number of years]* years of age and/or does not have a valid photo ID on their person.

5. Condition of Facility.

A. Acceptance of Premises. Client accepts the condition of the Premises as is and agrees to return the Premises to *[name of Lodge]* in substantially the same condition as accepted by Client. Commencement of the use of the Premises by Client shall be conclusive that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced.

Client shall not paint, nail, drill into or in any way mar or deface any part of the Facility. Client shall immediately pay *[name of Lodge]* for the cost of repairing any damage to the Facility caused by the Event. Client will pay for any damages to the equipment, site or artwork caused by Client, any guest of Client or anyone under Client's control, whether becoming known during or subsequent to the Event. *[Name of Lodge]* will notify Client of any such damages within *[number of hours]* hours following the Event.

B. No Alterations or Improvements. Client shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Facility or make any alterations or improvements in or to the Facility without the prior written consent of *[name of Lodge]*.

C. Property Left by Client. *[Name of Lodge]* will have the full right to collect and have custody of all articles and personal property left on the Premises or at the Facility after the expiration of the Term. Unless otherwise agreed to in writing by *[name of Lodge]* prior to the Event, any property so left for more than *[number of hours]* hours will be deemed abandoned by Client and may be disposed of by *[name of Lodge]*, as *[name of Lodge]* sees fit, without any liability for any loss, damages or costs associated with such disposal, which liability will rest solely with

Client.

6. Representations, Warranties and Covenants. *[Name of Lodge]* represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the *[name of Lodge]* and is binding upon the *[name of Lodge]*.

Client represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the Client and is binding upon the Client.

7. INDEMNIFICATION. IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIREMENTS SET FORTH HEREIN, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD *[NAME OF LODGE]* AS WELL AS ANY OF ITS EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, SUBLESSEES, LICENSEES, OR INVITEES (COLLECTIVELY, "*[NAME OF LODGE]* PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, INJURIES, LIABILITY AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OR ALLEGED TO HAVE ARISEN OUT OF (A) ALL BODILY INJURY AND PROPERTY DAMAGE (ORDINARY WEAR AND TEAR EXCEPTED) WHICH IS CAUSED BY CLIENT'S NEGLIGENT OR WRONGFUL ACTS ON THE PREMISES; (B) ANY ACT OR OMISSION OF CLIENT, ITS EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, PATRONS, GUESTS, INVITEES, PARTICIPANTS AND PERFORMING ARTISTS INVOLVED IN THE EVENT; (C) THE PRESENTATION OR PERFORMANCE OF THE EVENT; AND (D) CLIENT'S BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT. THE PARTIES AGREE, HOWEVER, THAT CLIENT SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY A *[NAME OF LODGE]* PARTY FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE SOLELY OUT OF SUCH *[NAME OF LODGE]* PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

[NAME OF LODGE] AGREES TO INDEMNIFY, DEFEND AND HOLD CLIENT, AS WELL AS OF ITS EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, SUBLESSEES, LICENSEES, OR INVITEES (COLLECTIVELY, "CLIENT PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, INJURIES, LIABILITY AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OR ALLEGED TO HAVE ARISEN OUT OF (A) ALL BODILY INJURY AND PROPERTY DAMAGE WHICH IS CAUSED BY *[NAME OF LODGE]*'S GROSS NEGLIGENCE OR WRONGFUL ACTS ON THE PREMISES. THE PARTIES AGREE, HOWEVER, THAT *[NAME OF LODGE]* SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY A CLIENT PARTY FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE OUT OF SUCH CLIENT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

CLIENT AGREES TO USE AND OCCUPY THE PREMISES AND TO PLACE MATERIAL, EQUIPMENT AND OTHER PROPERTY THEREIN AT ITS OWN RISK AND RELEASES THE *[NAME OF LODGE]* PARTIES FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY ARISING THEREFROM.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Client will be reasonably responsible for the conduct and activities of Client's employees, agents, contractors, volunteers, guests and invitees and, for purposes of the Agreement, such conduct and activities shall be deemed conduct and activities of Client.

8. Insurance Requirements. Client will maintain and pay all premium costs for, and will ensure that all contractors of Client maintain and pay for insurance coverage in amounts not less than specified throughout the duration of the Term as set forth in Exhibit A attached hereto and incorporated herein by reference [*option to add insurance coverage requirements]*.

9. Sponsorships and Signage. Client understands and agrees that *[name of Lodge]* has entered into signage and sponsorship relationships related to the Facility for which *[name of Lodge]* will retain all proceeds. *[Name of Lodge]* reserves all rights to display signage at, on or near the Facility property. No signs, advertising boards, or any other sponsorship or promotional items will be allowed into, on or near the Facility, unless expressly consented to by *[name of Lodge]*, in its sole and absolute discretion and subject to such conditions as *[name of Lodge]* may impose. Client will not mark, cover or attempt to modify any signage at, on or near the Facility. Client is required to obtain *[name of Lodge]*'s prior written approval of any sponsorship relationships into which Client desires to enter for the Event.

10. Miscellaneous

A. Third-Party Beneficiaries. This Agreement does not confer any rights or benefits upon any persons or entities other than *[name of Lodge]* and Client and their permitted, respective successors and assigns. There are no third party beneficiaries.

B. Relationship of the Parties. Nothing contained in this Agreement will be deemed to constitute *[name of Lodge]* and Client as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Client agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

C. Entire Agreement and Modification. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are

not contained herein are terminated. This Agreement may not be amended, revised or terminated except by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. The parties acknowledge and agree that, when fully signed, the Special Event Order will expressly amend, modify and supersede Client's balance due for the Event.

D. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Facility is located.

E. Use by *[Name of Lodge]*. It is specifically agreed and understood that *[name of Lodge]* has the right to occupy and use the Facility during the Term and to license any portion thereof, provided that such use or license does not unreasonably interfere with Client's intended use of the Premises.

F. Taxes. Any and all sales tax, amusement tax or other tax imposed by local, state, provincial or federal government as a result of the presentation of the Event and/or performance of any services rendered by *[name of Lodge]* in connection with this Agreement hereunder, shall be the responsibility of and paid for by Client at the time required by law (excepting any state or federal income tax imposed on *[name of Lodge]*).

G. No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

H. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

I. Prevailing Party. If either party institutes an action or proceeding against the other to enforce the terms of this Agreement, then the prevailing party in such action or proceeding will be entitled to recover from the other party the reasonable attorneys' fees and costs incurred therein. For purposes of this Section, a prevailing party shall include, without limitation, a party who brings an action against the other party by reason of the other party's breach or default of this Agreement and obtains substantially the relief sought, whether by compromise, settlement or judgment.

J. Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by facsimile (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such facsimile is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to

the parties at the addresses set forth herein with a copy to *[name of Lodge]*, *[address of venue]* Attn: *[name of vice president]*, Vice President of Legal Affairs.

K. Counterparts. This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of such counterparts shall be deemed an original.

ACCEPTED AND AGREED as of the date and year first above written.

[Name of Lodge]
By:
_____ and_____
[President and Administrator signatures]

_____ and_____
[Print: Names of President and Secretary]

_____
[Name of client]

_____ and _____
[Signature of Client's Authorized Representative and Title]

_____
[Print: Name of Client's Authorized Representative]

EXHIBIT A
INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance for limits of not less than $*[dollar amount of liability insurance]* per occurrence Bodily Injury and Property Damage combined; $*[dollar amount of property damage]* per occurrence Personal and Advertising Injury; $*[dollar amount of liability insurance]* aggregate Products and Completed Operations Liability; $*[dollar amount of liability insurance]* Fire Legal Liability, and $*[dollar amount of fire legal liability insurance]* general aggregate limit per event. The policy shall be written on an occurrence basis.

B. Umbrella Liability Insurance at not less than $*[dollar amount of liability insurance]* limit providing excess coverage over all limits and coverages noted in paragraph A above. This policy shall be written on an occurrence basis.

Policies A and B above (and, if applicable, the E & O Coverage referenced herein) shall list

[name of Lodge] (and its landlords or licensees, if any), and their respective parents, members, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, shareholders, employees, agents and representatives as "Additional Insureds" with respect to any and all claims arising from Client's operations. Further, coverage for the "Additional Insureds" will apply on a primary basis irrespective of any other insurance, whether collectible or not. Should any additional premium be charged for such coverages or waivers, Client will be responsible to pay said additional premium charge to their insurer.

Client will deliver to *[name of Lodge]* satisfactory evidence of the afore-described insurance

coverage on a certificate form approved by *[name of Lodge]* or, if required, copies of the policies. All required insurance will be placed with carriers licensed to do business in the applicable state, have a rating in the most current edition of *[name of company]*'s Property Casualty Key Rating Guide that is reasonably acceptable to the other party and will provide *[number of days]* days written notice of cancellation or nonrenewal. Failure of Client to provide the requested certificates, or failure of *[name of Lodge]* to specifically request such certificates, shall not limit or release Client of its obligations or liabilities hereunder.

The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.