



Managed by STIMULUS Engineering

EVENT RENTAL AGREEMENT

Event/Rental Date(s): _____ Event Hours: _____

Event Description: _____

Renter Name: _____ Renter Email: _____

Renter Address: _____

Renter Phone: _____

Room #: _____ # Attendees: _____

Payment: Cash Check Credit Card (Payment to be made out to STIMULUS Engineering)

Deposit Received: \$ _____ Date: ____/____/____

Room Total: \$ _____ Payment in full: ____/____/____

WHEREAS, WESTGATE@CRANE AUTHORITY, INC. (the "Authority") owns and maintains certain real estate and improvements commonly known as the WestGate Academy Conferencing & Training Center, (the "Academy") located at 13598 E WestGate Dr. Odon, IN 47562; and STIMULUS ENGINEERING, INC. (the "Agent") manages the Academy.

WHEREAS, _____ (the "Renter"), desires to rent a portion of the Academy designated as Rental Space below;

NOW THEREFORE, in consideration of the covenants and promises contained herein, Renter agrees to rent a portion of the Academy according to the following terms and conditions:

1. Event Hours. Event hours include time needed by Renter and/or Renter's designee to set up and clean up the event space. Rental shall begin at _____ AM / PM (circle one) on ____/____/____ and Renter agrees to vacate the Rental Space by _____ AM / PM (circle one) on ____/____/____. Failure to vacate by this time shall result in additional charges, including additional rental fees as set forth in the Fee Schedule.

2. Rental Space and Rental Fee. Renter agrees to rent Room(s)

_____ (the "Rental Space") during the Event as set forth in Paragraph 1. The Rental Fee shall be _____ (the "Rental Fee") as set forth in the Fee Schedule.

3. Rental Confirmation/Payment/Cancellation. Rental is not approved until Agreement is signed and a security deposit is paid. Renter shall pay the entire Rental Fee at least thirty (30) calendar days prior to the event. If reservation is made less than thirty (30) calendar days prior to the event, Renter shall pay the entire Rental Fee at time of reservation. All rental requirements must be stated in the Event Rental Approval Document and approved by the Authority.

Conference Center:

One hundred percent (100%) of the Rental Fee is refundable if reservation is cancelled seventeen (17) calendar days or more before event. Fifty percent (50%) of the Rental Fee is refundable if reservation is cancelled at least sixteen (16) calendar days before event. Rental Fee is non-refundable if reservation is cancelled less than sixteen (16) calendar days before event. The Event may be postponed and rescheduled, at the Authority's sole discretion, due to accidents, acts of God, or other causes beyond the reasonable control of the Authority or Renter. Refunds will not be made for events that run shorter than the contracted time.

Training Rooms:

One hundred percent (100%) of the Rental Fee is refundable if reservation is cancelled at least sixteen (16) calendar days before Event. 50% of Rental Fee is refundable if reservation is cancelled at least eight (8) calendar days before Event. The Rental Fee is non-refundable if reservation is cancelled less than eight (8) calendar days before Event.

4. Security Deposit. The Authority shall be entitled to apply the security deposit paid at time of application against any costs and expenses incurred by the Authority for damage, breakage, cleaning, trash removal, and any other expenses incurred by the Authority as a result of Renter's use of the Rental Space. The deposit shall be refunded to Renter within ten (10) business days following the rental period, if the Rental Space is returned to the Authority in the condition received.

5. Damages. In addition to retaining the security deposit, Renter is responsible and shall reimburse the Authority for any damage, loss or liability incurred to the Rental Space and/or Academy by the Renter and/or any of Renter's guests or invitees or any other persons or organizations contracted by Renter to provide any services or goods before, during, and after the event. In the event Renter or Renter's guests or invitees damage any property of the Authority, Renter will be held fully responsible for all replacement and repair charges as determined by the Authority.

6. No liability for Losses. The Authority does not hold insurance on personal property of Renter and is not liable for loss, theft or damage to property belonging to Renter or Renter's guests or invitees. The Authority will not assume any responsibility for damage or loss of any merchandise or personal property of Renter or Renter's guests or invitees left on Academy property prior to or following Renter's event.

7. Indemnification and Release. In consideration for the agreement of the Authority to rent the Rental Space to Renter, Renter hereby fully releases and forever discharges WESTGATE@CRANE AUTHORITY, INC. and STIMULUS ENGINEERING SERVICES, INC., and their officials, members, officers, agents, and employees, from and against any and all claims, actions, causes of action, damages to Renter, and to any person or property of Renter's guests or invitee, and further agrees to indemnify and hold the Authority, its elected officials, officers, agents, and employees from any liability whatsoever, in law or in equity, arising from or in connection with Renter's use of the Rental Space.

8. Alcohol. No outside alcoholic beverages are permitted to be served for events at the Academy. If Renter intends to contract for bartending services, Renter shall use only the licensed bartenders provided in the Preferred Bartender List, unless negotiated and approved by the Authority. Renter must request bartending services at least forty-five (45) calendar days prior to the Event. A flat rate of \$100.00, in addition to the room rental fee, must be paid at least thirty (30) calendar days prior to the event. All alcohol requirements must be stated in the Event Rental Approval Document and confirmed by the Authority.

Open bar or a combination style bar are charged on a 'true consumption' basis. A specific beverage budget for an open bar can be set by the client. Once the limit is reached the bar service would switch to a cash bar basis. A cash bar is allowed.

Renter is responsible for compliance with all laws and regulations pertaining to serving alcohol. All alcohol must remain inside the facility.

9. Catering. No outside food or beverage is permitted to be served for events at the Academy. If Renter intends to contract for catering services for the Event, Renter shall use the licensed caterers provided in the Preferred Caterer List, unless negotiated and approved by the Authority. Renter must request catering services at least forty-five (45) calendar days prior to the Event. A flat rate of \$50.00 (small training room), \$75.00 (large training room), and \$200.00 (Conference Center), in addition to the room rental fee, must be paid at least thirty (30) calendar days prior to the event. If Renter selects a Wedding Package, the flat rate is dismissed for catering. All catering requirements must be stated in the Event Rental Approval Document and confirmed by the Authority.

10. Penalty. Any violation of this agreement will result in an additional charge of fifty percent (50%) of the agreed upon rate.

11. Insurance. *Public liability insurance in an amount not less than \$1,000,000.00 per occurrence is required for all events. Renter shall submit a certificate of insurance for the event or function at the time of application. All insurance coverage must include WESTGATE@CRANE AUTHORITY, INC. and STIMULUS ENGINEERING SERVICES, INC., and their officials, members, officers, agents, and employees, as additional insured.

*Training Rooms do not require public liability insurance unless alcohol is required.

12. Fire Precautions. The Renter is responsible for keeping the Rental Space free of paper, debris, or any other materials that might present a fire hazard. The use of sparklers, fireworks, or any other kind of pyrotechnics is prohibited on the property. Fire exits, aisles, fire-fighting equipment, or other emergency equipment cannot be blocked in any way. Unsecured helium balloons and open flames are not permitted. All mechanical/electrical equipment must be received by the Authority a minimum of forty five (45) calendar days prior to the event. All equipment must be stated in the Event Rental Approval Document and confirmed by the Authority.

13. Non-Assignability. Renter may not assign or sublet the Rental Space without the prior written consent of the Authority.

14. General Policies. Renter agrees to abide by the following general policies. The Academy is a smoke-free facility. A smoking area is designated at the flagpole. No alcoholic beverages will be allowed unless a bartending services agreement has been established and proper insurance has been proven. In preparing for a scheduled event, Renter is required to protect the floors, walls and furnishings of the Rental Space with whatever means is necessary to prevent damage. Nailing, stapling, taping, spraying, drilling, coring, punching, hanging on, or attaching to walls, sounds board, floors, ceilings, etc. is not allowed. Packing or unpacking of private equipment, displays, decorations and diverse materials is the responsibility of the Renter.

15. Notices. Any notice to be given under this Agreement shall be given in person or by certified mail to the Authority at: 13598 E. WestGate Drive, Suite B, Odon, IN 47562, and to the Renter at: _____; or to such other address as may be given by either party in writing. Notice, if made by certified mail, shall be deemed given on the date of mailing.

16. No Warranties. The Authority makes no warranties or representations about the condition of the Rental Space. Notwithstanding any other provisions of this Agreement, the Authority shall not be liable for non-performance of this Agreement when such non-performance is attributable to accidents, acts of God, and other causes which are beyond the reasonable control of the Authority preventing or interfering with Renter's use of the Rental Space. In no event is the Authority liable for consequential damages that may result from the non-performance of this Agreement.

17. Inspection. Renter acknowledges and confirms that all areas of the building and grounds that Renter expects to use are in a good, safe condition and free from any hazards or conditions

that might result in injury to persons or property. Renter agrees to notify the Authority immediately if Renter discovers any condition that could cause injury or pose a risk of danger to person or property.

18. Remedies. In the event of a breach of this Agreement by Renter, the Authority shall be entitled to pursue any and all remedies available at law or equity. In addition to all other remedies, the Authority shall be entitled to recover from Renter the expenses incurred, including reasonable attorney fees, for enforcing this Agreement.

19. Entire Agreement. This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals and awards, written or oral, relating to its subject matter.

20. Waiver. Any term or condition of this Agreement may be waived at any time by the party hereto which is entitled to have the benefit thereof, but such waiver shall only be effective if evidence by a writing signed by such party, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other type of breach on a future occasion. No failure or delay by a party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power.

21. Severability. If any provision of this Agreement is held to be unenforceable: (a) this Agreement shall be considered divisible, (b) such provision shall be deemed inoperative to the extent it is deemed unenforceable, and (c) in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

22. Governing Law/Venue. This Agreement shall be governed by, and construed under, the laws of the State of Indiana. Jurisdiction and venue for all purposes shall be in Daviess County, Indiana.

23. Authority to Execute. Each of the parties to this Agreement agree, covenant, and warrant that the signatories executing this Agreement are duly authorized to enter into this Agreement for and on behalf of the party whom they represent.

24. Advertising. Events showing the name of WestGate Academy, logo, phone number, or likeness of the facility must be approved by the Authority prior to implementation.

DATED this _____ day of _____, 20_____.

RENTER:

AUTHORITY:

Name (Printed)

WESTGATE@CRANE AUTHORITY, INC.

Organization (if applicable)

Name (Printed)

Signature

Signature
STIMULUS Engineering Services, Inc.
Authorized Agent