

Rental Agreement
MARKET PLACE ON BROADWAY
A Property of Ardmore Main Street Authority
106 East Broadway, Ardmore, OK 73401
(o) 580-226-6246 (f) 580-226-7660

This rental agreement is entered into as of the _____ day of _____, 20____
by and between the Ardmore Main Street Authority referred to as AMSA (Lessor), and
_____ (Lessee).

1. By entering into this contractual agreement, Lessee agrees to be present on the *Market Place on Broadway* premises for the time rented and to comply with all rules, regulations and restrictions outlined in this agreement and to assume responsibility for his agents, employees and guests. **Violation of these rules will result in forfeiture of the security deposit and prohibited use of AMSA facilities in the future.**
(Lessee Initial) _____
2. The Market Place on Broadway shall be used by the Lessee for the purpose of _____, and for no other purpose.
3. The term of this rental agreement commences on **the _____ day of _____, 20____, at 1:00 pm** and shall terminate **on the _____ day of _____, 20____, at 11:59 pm**. Lessee agrees to pay an additional days rent if premises are not vacated by 11:59 pm.
4. **SECURITY DEPOSIT:** The Lessee agrees to pay a **security deposit** to Lessor in the amount of **\$250 dollars**. The security deposit will be refunded in full within fifteen (15) business days following termination of the lease unless cleaning service is required or damages have incurred. The security deposit will be used to pay for all cleaning and repair costs caused by Lessee or its guests during said tenancy. The Lessee agrees to be responsible for all charges related to cleaning and repair costs even if fees are over and above the security deposit.
5. **RENTAL FEE:** Rental fee for the term is \$_____ and is payable not less than 24 hours before the event. NOTE: A \$25.00 charge will be assessed for each returned check.
6. **ACCESS TO FACILITY:** Lessee shall be provided one access key to the facility only after full payment has been received by Ardmore Main Street Authority and no earlier than one business day prior to rental date. Lessee agrees to return said key not later than the first business day following rental date. Failure to return the facility key may result in lessee being assessed an additional re-keying charge. Duplication of the facility key is strictly prohibited.
7. **CANCELLATIONS:** If reservation is cancelled ninety (90) days before an event, the security deposit will be refunded in full less a 15% cancellation fee. Security deposits are not refundable if reservation is cancelled less than 90 days from the rental date of an event.
8. **ALCOHOLIC BEVERAGES:** Lessee shall comply with and obtain all necessary permits or licenses required by Federal, State and Local Statutes or Ordinances for Special Events and Sale of Beer and Liquor. Lessee agrees to use only authorized Catering establishments who have a contractual agreement with AMSA. A list of approved caterers is attached to this rental agreement.
9. **CATERING:** AMSA maintains a list of approved catering vendors who have agreed to a follow an established set of terms and conditions for protecting and preserving the facility. In order to use a catering vendor not on the approved list, Lessee must get

10. prior approval before catering vendor is contracted. A ten percent (10%) catering fee shall be added to the menu price and the cash bar prices and shall be paid to the Lessor by the caterer. Payment to Lessor must be paid in full not later than ten days following rental date. Should caterer fail to fulfill obligations outlined in the catering agreement, Lessee shall be responsible for additional cost resulting from damages, fees and penalties incurred by the catering vendor.
11. **NOISE LEVEL:** Amplified music must be maintained at a reasonable volume due to adjacent residential dwellings. Lessor staff or authorized representative is authorized to lower sound level if deemed too loud. By ordinance, all outdoor music must stop by 10:00pm.
12. All property of Lessee kept or stored at the Market Place on Broadway shall be so kept and stored at the risk of Lessee and shall indemnify Lessor in the event of any claims arising out of damages to the property, except when Lessor has acted by gross negligence or intentionally including any subrogation claim by Lessee insurers. All Lessee property left on premises for longer than thirty (30) days will become the sole possession of AMSA.
13. No portions of the sidewalks, entry's, pavilion or ways of access to public areas of the facility shall be obstructed, caused to be obstructed or permitted to be used for any purpose other than ingress and egress to and from the Depot, by the Lessee.
14. No flammable materials such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations and all candles must be in approved containers. The lessee agrees to comply with all applicable fire codes of the City of Ardmore.
15. This agreement shall not be let, sublet, assigned, conveyed, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily or involuntarily) by Lessee without Lessor's written consent. If Lessee is allowed to transfer this agreement, with the Lessor's consent, the Lessee shall remain fully liable hereunder.
16. The obligations of the Lessee hereunder shall not be affected, impaired or excused, nor shall Lessor have any liability whatsoever to Lessee in its inability to fulfill obligations of this agreement due to acts of terrorism, natural disaster, public utility emergencies, or governmental preemption of priorities.
17. Lessor shall not be liable or responsible in any way for any death or injury arising from or out of any occurrence in, upon, or at the Market Place on Broadway, or for damage to property of the Lessee or other unless such damage, loss, injury or death results from the gross negligence of Lessor. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling ceilings, steam, gas, electricity, water, rain, snow or leaks from any part of the pipes, appliances, plumbing works, roof, street or substance of any floor or ceiling or from any other place in the Market Place on Broadway, or because of dampness or climatic conditions.
18. Lessee shall indemnify and hold harmless Lessor and Lessor's agents and employees from and against any and all claims or liabilities, proceedings, damages or litigation arising from or in connection with the conduct of any business, activity, work or thing whatsoever done, or any conditions created in or about the Market Place on Broadway during the terms or during the period of time prior to the commencement date. Lessee shall indemnify and hold harmless Lessor and Lessor's agents and employees from and against any act or omission of Lessee, Lessee's agents or any subtenants or licensees or their partners, officers, agents, employees or contractors and any accident, injury or damage whatsoever (unless caused solely by Lessor's negligence) occurring in, at or upon the Market Place on Broadway and any breach or default by Lessee in the full and prompt payment and performance of Lessee obligations under this lease, together with all costs, expenses and liabilities incurred in or in connection with each such claim

or action or proceeding brought thereon, including, without limitations, all attorney's fees and expenses.

19. The Lessor shall have the right to enter the leased premises to inspect those premises at all reasonable times without prior notice to Lessee.
20. Unless otherwise specified in writing, the staff of the Depot shall be privileged to schedule other similar events during, before and after the dates of this contract without notice to Lessee.
21. Ardmore Main Street Authority shall have the sole right to collect and have custody of articles left in the building by persons attending any event held in conjunction with this lease or otherwise, and these articles will be held for thirty (30) days and then, upon expiration of 30 days, if these are not recovered by the owner thereof, the articles shall be considered abandoned and disposed of by Depot personnel.
22. This is a binding Contract that constitutes the sole and only agreement between the Ardmore Main Street Authority and the Lessee respecting use of the Market Place on Broadway premises. Prior to signing this contract, Lessee agrees that he/she has read and understands the provisions of this contract.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto set their hands the date first above written.

Signature:

Ardmore Main Street Authority, Representative

Signature:

Lessee

Street/P.O. Box

City, State, Zip

VENUE USE GUIDELINES

THE MARKET PLACE ON BROADWAY

The *Market Place on Broadway* is available for use by community organizations, individuals, corporations, government agencies, non-profits and professional organizations. Permitted uses include both public and private meetings and events.

1. Restricted uses include any activity deemed harmful to the physical well being of the *Market Place on Broadway* property. No performance, exhibition or entertainment shall be given or held in the *Market Place on Broadway* which is illegal, indecent, or sexually explicit in nature in accordance with local standards.
2. The scheduling shall be at the discretion of Ardmore Main Street Authority. All reservations are subject to cancellation at the discretion of the Board of Trustees.
3. Residential housing is in close proximity to the venue. Local noise ordinances must be followed. Loud music after 10 pm will not be allowed. Music must remain indoors after 10 pm at a moderate volume so as to not disturb residential units next to the Market Place on Broadway.
4. Renters are responsible for leaving the building and grounds in the same condition with which their rental began. This includes removal of trash, decorations, and equipment.
5. Beer kegs will be confined to bar area only, inside the building.
6. Absolutely NO SMOKING is allowed in the building.
7. No parking is allowed on the brick walkway.
8. No decorations are to be attached to walls or ceilings.
9. The use of glitter, snow, paint, glue, nails, rice, seed and confetti are strictly prohibited within the building and on the premises.
10. Crepe paper may not be used, as the colors bleed when exposed to moisture.
11. The throwing of rice, confetti, seed, or litter of any sort is not permitted inside or outside of building. The use of Rose Petals and Bubbles is permitted.
12. Straw, hay, or any other highly flammable materials may not be brought into the building.
13. Neither AMSA nor the *Market Place on Broadway* will be responsible in any way for items left on the premises following an event. Any property not claimed within 30 days becomes the sole possession of Ardmore Main Street Authority.
14. No flag other than the flag of the United States of America and the State of Oklahoma will be allowed on the *Market Place on Broadway* flagpole. Flags must be flown in accordance with State and Federal Law. Any illegal demonstration or defacing of flags is prohibited.
15. *Securing tents into the concrete drive, breezeway or asphalt parking area using stakes is prohibited. Tents used at Market Place on Broadway must comply with the requirements of the Oklahoma State Fire Marshall and the City of Ardmore.*
16. *Any group wishing to sell liquor or high point beer must obtain a "Special Event" license from the ABLE Commission. (Note: Permits typically require a minimum processing time of 2-3 weeks). Sale of Low Point Beer must have a County and City License.*
17. *Lessee must provide a minimum of one adult chaperone for every 10 teenagers or persons under the age of 21. No alcoholic beverages are to be served to persons under the age of 21.*
18. *Displays are limited to free-standing panels or pedestals.*
19. *Equipment over 20 amps will blow the circuit breakers. Renters with equipment requiring additional power are encouraged to use alternate power sources.*

VENUE RENTAL INFORMATION

MARKET PLACE ON BROADWAY

A Property of Ardmore Main Street Authority
106 East Broadway, Ardmore, OK 73401
(o) 580-226-6246 (f) 580-226-7660

This form must be completed and returned with signed Rental Agreement.

DATE OF EVENT: _____

NAME / PURPOSE OF EVENT: _____

NAME/ORGANIZATION: _____

Address: _____

PRIMARY CONTACT: _____ Email: _____

Daytime Phone: _____ Cell Phone: _____

Mailing Address: _____

ALTERNATE CONTACT: _____ Email: _____

Daytime Phone: _____ Cell Phone: _____

EVENT INFORMATION: Start Time: _____ am/pm End Time: _____ am/pm

Estimated Attendance: _____

CATERING INFORMATION:

Will event be catered? YES ___ NO ___ If yes, is caterer Approved? YES ___ NO ___

Name of Approved Caterer being used: _____

If no, please explain catering plans: _____

Will alcohol be served? YES ___ NO ___

FOR OFFICE USE ONLY

DEPOSIT PAYMENT

Total Amount Due: _____ Amount Received: _____ Date Received: _____

Payment Type: Check # _____ / Credit Card _____ / Online _____ / Cash _____

Received by: _____

Payee Name: _____ Payee Address: _____

RENTAL PAYMENT

Total Amount Due _____ Amount Received _____ Date Received: _____

Payment Type: Check # _____ / Credit Card _____ / Online _____ / Cash _____

Received by: _____

ON-SITE SECURITY PAYMENT

Total Event Hours _____ x \$ 25.00 = _____ Total Due for On-Site Security

Total Amount Due: _____ Amount Received _____ Date Received: _____

Payment Type: Check # _____ / Credit Card _____ / Online _____ / Cash _____

Received by: _____