

# Space Rental Agreement

Client ("Client"), a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is dedicated to \_\_\_\_\_. Client is committed to making space available for members, \_\_\_\_\_, and others to hold meetings and events.

The individual or entity named below ("Renter") wishes to hold an event ("Event") at Client's premises located at \_\_\_\_\_ Street, \_\_\_\_\_ ("Facility") on the basis set out in this form ("Plan") and the attached terms and conditions (together, "Agreement").

<b>Renter name</b>			
<b>Event description</b>	Maximum number of guests: _____		
<b>Location</b> ("Space")	<input type="checkbox"/> _____ Room	<input type="checkbox"/> _____ Room	<input type="checkbox"/> _____ Room
	<input type="checkbox"/> _____ Room	<input type="checkbox"/> _____ Room	<input type="checkbox"/> _____ Room
<b>Event date(s) and time</b>	<b>Event date(s):</b>	<b>Set-up start:</b> <b>Guest arrival:</b> <b>Event start:</b>	<b>Event end:</b> <b>Clean-up end:</b>
<b>Additional services and equipment</b>	Client will provide these additional services and equipment: [(e.g. sound and other technical equipment, technical staff)]		
<b>Rental fee</b>	<b>Amount:</b>  Rental rate (per hour): \$ _____ Rental total: \$ _____  Add'l services/equipment: \$ _____  <b>Total: \$ _____</b>	<b>Payment due dates:</b>  [Renter will pay a deposit of \$ _____ (____% of the total rental fee) at the time it signs this Agreement ("Reservation Deposit").]  Renter will pay [the balance of] the rental fee by the day of the Event, before the start time.	
<b>Other fees</b>	If Renter incurs fees or expenses beyond those specified in this Plan, including fees for overtime, repair, or cleaning as described in the terms and conditions, Client will invoice Renter for those fees or expenses. Unless otherwise specified in the invoice, Renter will pay the amounts specified on the invoice within five days after receipt of the invoice.		
<b>Fee payment method</b>	Renter will make all payments either by credit card or check payable to "Client" and mailed or hand delivered to the Client contact person.		
<b>Consequences of late payments</b>	No reservation is confirmed unless and until Renter pays the Reservation Deposit, unless waived by Client.	Failure by Renter to pay the entire rental fee by the due date entitles Client to cancel Renter's reservation and terminate this Agreement.	
<b>Contact information</b>	<b>Renter</b>	<b>Client</b>	

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<b>Other terms</b>	
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By signing below, Client and Renter each confirm that they understand and agree to the terms of this Agreement.

**Client**

**[Name of Renter]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Print title, if signing on behalf of entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Terms and Conditions

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## 1. Use, Fees, and Cancellation

### 1.1 Use of Space

Renter may hold the Event described in, and at the Space and during the times specified in, the Plan.

### 1.2 Fees and Payment

Renter will pay Client fees in the amount, by the dates, and by the method set out in the Plan.

### 1.3 Cancellation by Renter

Renter may cancel the Event and terminate this Agreement by giving written notice to Client. Such a termination will have these consequences:

- If Client receives notice **more than** \_\_\_ weeks prior to the Event, then Client will refund the Reservation Deposit and any other fees paid, as applicable, less a handling fee of \_\_\_% of the total refund amount.
- If Client receives notice \_\_\_ weeks **or less** prior to the Event, Client will retain both the Reservation Deposit and any other amounts paid by Renter, including any fees for additional staffing.

### 1.4 Cancellation for Renter Non-Performance

Client may cancel the Event and terminate this Agreement by giving written notice to Renter if Renter fails to make payment or meet its other obligations. Cancellation by Client will result in Client retaining the entire Reservation Deposit but returning other fees paid, if any, minus a handling fee of \_\_\_% of the refund amount.

### 1.5 Cancellation for Institutional Reasons

Client may cancel the Event and terminate this Agreement by giving written notice to Renter if Client determines, based on information not known to Client at the time this Agreement is signed, that a continued association with Renter would materially adversely affect Client's reputation or fidelity to its mission. Such a termination will be effective upon delivery of the notice by Client. In such cases, Client will refund to Renter the Reservation Deposit and any other fees paid, as applicable, less a handling fee of \_\_\_% of the refund amount.

## 2. Event Planning

### 2.1 Planning

Renter will be solely responsible for planning and paying for the Event. This includes, without limitation, arranging for catering, beverages, staffing, decorations, entertainment, promotion, and other services.

### 2.2 Vendors and Subcontractors

Renter will provide Client with information about each vendor or subcontractor Renter proposes to have on site, and Client reserves the right to not allow any vendors or subcontractors at its discretion.

### 2.3 Event Equipment

Client will provide the sound and other technical equipment specified in the Plan, and such other equipment as Client may agree to provide upon Renter's request. Client may charge additional fees for such other equipment. Renter will be solely responsible for providing all other equipment or materials necessary for the Event, including transportation and set-up.

### 2.4 Permits

Renter will be responsible for obtaining, prior to the Event, any permits required for the Event, including, without limitation, any alcohol permits and other rights, licenses, and permissions.

### 2.5 Definition

The term "Renter Party" means Renter's employees, contractors, vendors, and suppliers.

## 3. Event Promotion

### 3.1 Renter Responsibilities

Renter is solely responsible for promoting the Event, including all publicity and marketing. Renter will clearly state in all promotional materials that it is the producer of the Event, if applicable.

### 3.2 Client Name or Logo; Phone Numbers

Renter will not use in Event promotional or other materials any Client logos, trademarks, or service marks, or any website images, without first obtaining Client's written approval. Renter will not list the Client phone number as the contact for Event reservations, but will provide such a number to Client.

## 4. Event Set-Up

### 4.1 Time

Renter and any Renter Party may commence set-up at the time set out in the Plan.

### 4.2 On-Site Representatives

Renter will ensure that one of its representatives will remain on site at all times during the Event, from set-up to the end of clean-up. An Client representative will also be on site during that period.

### 4.3 Equipment Deliveries

Renter will be on site to accept deliveries or will coordinate in advance with Client to accept the deliveries. Client can accept but will not unload, unpack, check, or count any supplies or equipment delivered.

### 4.4 Setting Up

Renter will be responsible for setting up all decorations, rental equipment, tables and chairs, and other items.

#### **4.5 Decorations**

Client will work with Renter on allowing Renter to carry out its creative vision for Event decorations, subject to the following:

- Only Client staff may rearrange or move any furniture or fixtures, including artwork.
- Renter may not use any nails, screws, staples, or any other penetrating items on walls, floors, or any other part of the Facility.
- No glitter or confetti is allowed in the Facility.
- Following the Event, Renter will properly remove any tape or other form of adhesive; Renter will pay for any damage in accordance with Section 8.3.

#### **4.6 Health, Safety, and Environment**

Renter will be responsible for complying with public health laws, orders, and guidelines. Such requirements and guidelines may require Renter to take measures such as:

- limiting Event attendance after invitations are extended
- requiring Event guests and Renter Parties to wear masks
- checking guests' temperatures upon entry
- implementing distancing measures, including modifying table arrangements

Renter acknowledges that Client may require Renter to take such actions as may be specified by Client as a result of city, county or other government directives or guidelines or Client policy. Client may also:

- limit access to certain parts of the Facility during the Event
- implement, at Client's discretion, requirements that go beyond binding public health directives from the government
- take such other actions relating to the Event as Client deems appropriate in view of public health and Client staff safety

Renter will be responsible for communication to Event guests and Renter Parties about risks of attendance, entry and conduct requirements, and Client policies.

### **5. Event Activities**

#### **5.1 Start Time**

Client will not permit guests to enter the Facility before the Event start-time set out in the Plan.

#### **5.2 Box Office**

If Renter charges admission for the Event, Renter will be solely responsible for all box office responsibilities, including setting ticket prices, selling tickets, and ticket taking at the door.

#### **5.3 Guest Count**

Renter will not admit persons to the Event beyond the number stated in the Plan.

#### **5.4 No Animals or Bicycles**

No animals are permitted in the Facility for any reason, with the exception of service and therapy dogs. Bicycles are only allowed in a specified location in the ground floor lobby. Building security may confiscate any bicycles found elsewhere in the Facility.

#### **5.5 Noise**

Renter will maintain a reasonable sound level throughout the Event. Renter acknowledges that the Facility is located within a multi-tenant complex. Renter will maintain a reasonable volume and will reduce its volume at Client's instruction.

#### **5.6 Conduct**

Renter will be responsible for the conduct of all Renter Parties and Event guests. Renter will ensure that Renter Parties and Event guests:

- not use drugs or smoke in the Facility or within 25 feet of the building entrance;
- not engage in violence of any kind in the Facility;
- not bring firearms, other weapons, or illegal substances of any kind into the Facility;
- not engage in conduct deemed disorderly at the sole discretion of Client staff; and
- use the Facility in a considerate manner at all times.

#### **5.7 Staff Instructions**

Renter will comply, and will ensure that Renter Parties comply, with any instructions or requests from Client.

#### **5.8 Event Shutdown**

If Renter fails to comply with Sections 5.5 to 5.7, Client may shut down the Event with no obligation to refund fees and with no other obligations to Renter.

#### **5.9 Guest Exit**

Renter will be responsible for ensuring that Event guests depart the Facility by the Event end time specified in the Plan.

#### **5.10 Event Performances**

Renter represents and warrants that any Event performances will not constitute libel or defamation and will not conflict with any agreements with, or infringe or violate any rights of, any third party, including any copyrights, rights of publicity, trademark, or other common law or statutory intellectual property rights.

#### **5.11 Media Release**

Client may film, tape, photograph, interview, and otherwise document the Event. All such materials and all copyrights in these materials will be the property of Client and may be made available on Client's website, in its publications, or through any other media.

## **6. Clean-up and Load-out**

### **6.1 Overtime**

Renter will complete all clean-up activities by the clean-up end time set out in the Plan. If the Event or clean-up activities extend beyond such end time, Renter will pay an additional fee, up to a maximum amount of \_\_\_ times the hourly rental rate set out in the Plan for each additional hour.

### **6.2 Clean-Up**

Renter will vacate and return the Space to a safe, sanitary, and slightly condition by the clean-up end time set out in the Plan. Renter will return any furniture or equipment to its original location or designated storage space and make arrangements for pickup of rental items.

### **6.3 Waste Management**

Renter will ensure that all waste is sorted into the appropriate trash, composting, or recycling bin, according to City guidelines. Renter will pay a \$\_\_\_ sorting fee if Client determines that Renter did not properly sort waste. Renter may also be responsible for additional disposal fees, labor, and services associated with disposal of bulky items or excessive waste.

### **6.4 Equipment**

Renter will return to Client any equipment supplied by Client in the condition in which Client made it available. Renter will remove any equipment it brought into the Facility.

### **6.5 Additional Fees**

Client may, in its discretion, waive any additional fees described in this Section 6 or elsewhere in this Agreement.

## **7. Insurance**

### **7.1 Renter Coverage**

Renter will be responsible for obtaining and maintaining public liability and personal property damage insurance for the Event. The insurance policy must:

- provide coverage for bodily injury, property damage, personal injury, and other losses;
- have a single limit of liability of at least \$\_\_\_\_\_ and general aggregate liability of at least \$\_\_\_\_\_;
- name Client and \_\_\_\_\_ as additional insureds.

### **7.2 Caterer or Vendor Coverage**

Renter's caterer and other Renter Parties are required to obtain and maintain insurance with the coverage described in Section 7.1. If alcohol will be served, Renter is advised to make sure the policy includes host liquor liability coverage to protect Renter against alcohol-related accidents.

### **7.3 Certificates of Insurance**

At least \_\_\_ days prior to the Event, Renter will provide to Client a certificate of insurance evidencing the coverage described in Section 7.1. In addition, Renter will provide to Client any other evidence of insurance coverage as Client may request.

## **8. Damage or Loss of Property**

### **8.1 Personal Property Security**

Client will not be responsible for the loss, theft, or damage of the equipment, supplies or other property of Renter, any Renter Party, or any Event guest. Renter and such persons assume the risk of all such losses.

### **8.2 Personal Property Left Behind**

If Renter, any Renter Party, or any Event guest leave any of their personal property in the Facility following the Event, Client may, but will not be obligated to, store it for Renter at Renter's risk and expense.

### **8.3 Damaged Property and Cleaning**

Renter will be responsible for any and all damage to or thefts from the Facility, including, without limitation, damage caused by acts of Renter, any Renter Party, or any Event guest, or additional costs for cleaning or waste sorting and removal. Renter will pay Client for the cost to repair the damage, plus an additional fee of \$\_\_\_\_\_.

## **9. Acknowledgments**

### **9.1 No Representations about Facility**

Renter acknowledges that Client is not making any representations, warranties, promises, or guarantees of any kind about the Facility and its suitability for the Event. Client will make its Facility available to Renter strictly in its present "as-is" and "with all faults" condition. Renter acknowledges that it has made its own evaluation of the Facility prior to entering into this Agreement.

### **9.2 License Not Lease**

Renter acknowledges that Renter's right to use the Facility is a revocable license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest in any Client property.

### **9.3 Contracts with Third Parties**

Renter may be required to enter into contracts with third parties in order to carry out its Event responsibilities. These contracts will be the sole responsibility of Renter. Client will not assume any liability for, or guarantee the performance of Client in conjunction with, any of these contracts.

## **10. Indemnification and Liability Waiver**

### **10.1 Indemnification**

Renter will defend, indemnify, and hold harmless Client and its directors, officers, employees,

volunteers, and agents (collectively, "Client Parties"), from and against any and all claims, liabilities, losses, damages, expenses, and attorneys' fees arising directly or indirectly from Renter's use of the Facility, the Event, or Renter's performance of or failure to perform any of its obligations under this Agreement.

#### **10.2 Limitation of Liability**

Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise, will any Client Party be liable to Renter for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to the Event or this Agreement, even if the Client Party has been advised of the possibility of such damages.

#### **10.3 Waiver of Liability**

To the extent permitted by law, Renter waives and releases any and all claims against all Client Parties for any liability, loss, damage, expenses, and attorney's fees arising from Renter's presence or activities at the Facility, regardless of the cause (including from the health threats of COVID-19 or other infectious diseases). Renter will not sue any Client Party on the basis of these waived and released claims.

#### **10.4 Force Majeure**

Neither Renter nor Client will be required to perform or be held liable for any failure to perform its obligations due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act of God, fire, flood, earthquake, natural disaster, war, act of terrorism, civil disorder, unauthorized strike, governmental order, pandemic (including the health threats of COVID-19 or other infectious diseases), quarantine, interruption of public utilities, curtailment of transportation systems, or other cause beyond a party's reasonable control. For clarity, Force Majeure Events do not include changes in a party's financial condition or performance, or changes in general economic conditions, whether or not resulting from a Force Majeure Event. The non-performing party will notify and consult with the other party regarding the Force Majeure Event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

#### **10.5 Attendance Limitation**

Renter acknowledges that a decision by Client to reduce Event attendance due to government directive or its good faith judgment regarding health and safety

concerns does not constitute a breach of this Agreement by Client. Client will not be liable to Renter for any resulting decrease in ticket sales, lower fundraising revenue, or any other financial or other consequences resulting from such decision.

### **11. General Provisions**

#### **11.1 Entire Agreement**

This Agreement expresses the final, complete, and exclusive agreement between Renter and Client, and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, communications, or course of dealing between Renter and Client relating to its subject matter. If there are any inconsistencies between the Plan and the terms and conditions, the Plan will control.

#### **11.2 No Renter Assignment**

Renter may not permit any other person to use the Facility, except as contemplated by this Agreement, or otherwise assign its rights or delegate its duties under this Agreement, to anyone else without the prior consent of Client.

#### **11.3 Severability**

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

#### **11.4 Third-Party Beneficiaries**

Except as specifically provided in Sections 10.1 to 10.3, this Agreement is for the exclusive benefit of Client and Renter and not for the benefit of any third party including, without limitation, any Renter Party, Event guest, or any employee, vendor, contractor, or volunteer of Client.

#### **11.5 Governing Law; Arbitration**

This Agreement will be governed by California law. If there is a dispute arising from this Agreement, either Client or Renter may submit the matter for binding arbitration to \_\_\_\_\_. In such event, each of Client and Renter will: (a) participate in the arbitration; (b) waive their right to have disputes adjudicated before any other tribunal or body; and (c) agree that no appeal may be taken from a decision reached in binding arbitration. Each party agrees to bear its own expenses and legal fees in connection with any such dispute.