

TUCSON ASSOCIATION OF REALTORS® , INC.
CONFERENCE ROOM – BOARD ROOM - TRAINING ROOM
RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) for a portion of the building located at 2445 N. Tucson Boulevard, Tucson, Arizona (“Facility”) is entered into this ____th day of _____, 2017 between the TUCSON ASSOCIATION OF REALTORS®, INC. (“TAR”) and (“AZREIA”).

1. **Rental Information:** Lessee represents the following:
 - a. Lessee’s Company name: _____
 - b. Contact Person for Lessee: _____
 - c. Lessee’s address: _____
 - d. Contact Person information: Phone: _____ Fax: _____
E-mail address: _____ Cell phone: _____
2. **Space Rented:** Lessee agrees to lease the _____.
3. **Date of Rental:** Lessee shall be entitled to occupy the Rental Space the following dates of the year 2017: _____ from _____.
4. **Responsibility Party:** The Contact Person (Paragraph 1b above) agrees to act as a contact person for Lessee and shall be personally responsible to ensure that all the terms and conditions of this Agreement are fulfilled by the Lessee.
5. **Facility Coordinator:** Lessor shall name a representative (“Facility Coordinator”) who will coordinate and represent Lessor in relation to all matters pertaining to the leasing of the Facility.
6. **Rental Charge:** The Rental Charge shall be \$_____. See Paragraph #9, \$250.00 of this is refundable. This total fee includes room rental, mics requested and then the security to cover the event.
7. **Terms of Payment:** One half of the Rental Charge is payable upon execution of the Rental Agreement and shall accompany a copy of the Rental Agreement signed by Lessee. The remaining balance is due thirty (30) days prior to the date of Lessee’s event. If Lessee’s event is less than thirty (30) days prior to the event, then full payment of the Rental Charge is required upon execution of the Rental Agreement.
8. **Funds Recovery:** If Lessee’s check(s) is returned or credit card declined for insufficient funds, Lessee shall be promptly notified thereof. Lessee shall present Lessor with full payment of the Rental Charge and Damage Deposit in cash, money

order, or certified check within twenty-four (24) hours of notification plus a twenty-five dollar (\$25.00) fee or the Rental Agreement shall be deemed null and void. All deposits are forfeited by Lessee and Lessor shall have the immediate right to rent the area to another party.

9. **Damage Deposit:** In addition to the Rental Charge, Lessee shall pay to Lessor a Damage Deposit of Two Hundred Fifty and 00/100 Dollars (\$250.00) at the time the Rental Agreement is signed. Following Lessee's event Lessor shall promptly make a damage assessment and any portion of the Damage Deposit not reasonably required to compensate Lessor for damage will be refunded not later than thirty (30) days following the event. Lessee will be liable to Lessor for immediate payment of any damages incurred by Lessor in excess of the Damage Deposit. In the event of damages in excess of the \$250.00 Damage Deposit, Lessor shall itemize all of the damages in writing to Lessee who shall indemnify Lessor within ten (10) days of receipt of written notice of the excess damages.
10. **Insurance:** Lessee shall, in addition to the requirements of Paragraph 15 below, provide to Lessor not less than ten (10) business days prior to Lessee's event a Certificate of Proof of General Commercial Liability in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) naming Lessor as an additional insured. If Lessee fails to timely provide the proof of insurance then Lessor shall cancel the event. **Lessor shall have the right in its sole discretion to determine whether or not the policy is written through a company that is acceptable to Lessor.**
11. **Cancellation and Refunds:** Monies received by Lessor as part of the Rental Agreement are refundable to Lessee only if written notice of cancellation is received by Lessor from Lessee at least thirty (30) days prior to Lessee's scheduled event. If the notice is less than thirty (30) days, then one-half (1/2) of the total Rental Charge and Damage Deposit paid to Lessor will be refunded. If less than ten (10) days notice of cancellation is provided by Lessee, then no monies are refundable. If Lessor is unable to perform the terms of the Rental Agreement as a result of any act, occurrence, or event beyond the reasonable control of the Lessor, and not the result of the sole negligence or intentional misconduct of the Lessor, then Lessor shall not be subject to any claim for any damages, actual or consequential, for its contractual non-compliance but shall be liable only for refunding Lessee's Rental Charge and Damage Deposit based on the amount of notice provided.
12. **Space, Equipment and Services:** Tables and chairs (including computers if the Computer Training Room is being leased) and their setup, (without any table covers, tableware, and decorations) are included in the Rental Space. Lessee's Contact Person must advise the Facility Coordinator of the anticipated number of attendees for the event not less than ten (10) business days prior to the event and provide a guaranteed number of attendees two (2) business days prior to the event. Lessor may provide audio-visual and other special equipment at the option of the Lessor, subject to separate charges to be paid at the time the arrangements are made. Arrangements

for such equipment must be made between the Facility Coordinator and Contact Person. A credit card imprint is required for all equipment rentals. Lessee is fully responsible to maintain and return any such leased special equipment in the same condition it was provided. **[are there a maximum number of guests allowed? If so add to this paragraph the room capacity.]**

13. **Compliance With Noise Regulations:** During Lessor's normal business hours, no event in the Facility shall be conducted in a manner that interferes with the normal business operations of Lessor and its employees. Lessee is responsible to insure that if the event involves the use of loud music, a band, or any high-decibel sounds that the noise level is maintained low enough so as not to interfere with the surrounding neighborhood. During any event involving loud noise all exterior doors of the facility shall remain closed to minimize the permeation of the sound to the outside of the building. A representative of Lessor may be present to provide oversight during any event to insure compliance with noise and all other contract provisions. If offensive noise continues after the Facility Coordinator warns Lessee of the necessity to quiet the noise, the Facility Coordinator has authority to terminate the event. Failure to so terminate the event following notice by the Facility Coordinator shall be a substantial breach of this Agreement and shall constitute authorization for the Facility Coordinator to request assistance from the appropriate law enforcement agency to assist in facilitating the termination of the event.

14. **No Smoking:** Lessor's Facility is a smoke-free zone. Smoking is not permitted in any area of the Facility including restrooms. If smoking occurs in the Facility during the event, it may be deemed to be damage to the Facility and the Lessor may utilize the Damage Deposit to cleanse the smoke odor from the Facility. **Smoking in violation of the provisions of this paragraph shall also be deemed to be a substantial default under the provisions of the lease subjecting the Lessee to forfeitures of any balance of funds due the Lessor upon termination of the Lease.**

15. **Alcoholic Beverages:** Any spirituous liquor including beer, wine and hard liquor, may be served at private functions only and must be provided by the host/Lessee. No attendee shall be permitted to bring his own alcoholic beverage onto the premises. Under no circumstances may Lessee charge attendees at the event for alcoholic beverages or serve such drinks to persons under the age of 21. Alcoholic beverages may only be made available by Lessee after 5:00 p.m. MST Monday through Friday, or anytime on Saturdays, Sundays, holidays or other occasions when Lessor's business office is officially closed. Any exceptions to when alcohol may be served on the premises requires advance approval of Lessor's Board of Directors. Lessor may provide a bartender(s) subject to additional charge to be arranged with the Facility Coordinator. Lessor may have a representative present to insure compliance with this provision and an additional charge may be made by Lessor to accommodate such the cost of providing such an observer. Not less than ten (10) days prior to an event where alcohol is to be provided by Lessee, Lessee shall provide Lessor with a Certificate of Proof of Liquor Liability Insurance (in addition to the general liability insurance required in Paragraph 18 below) in an amount of not less than One Million

and 00/100 Dollars (\$1,000,000.00) with Lessor named as an additional named insured. The Facility Coordinator may impose additional reasonable requirements on Lessee to protect the interest of Lessor. If the Certificate of Proof of Liquor Liability Insurance is not timely provided to Lessor then Lessor shall, with Lessee's cooperation, prohibit the distribution and consumption of alcohol at the event. If unauthorized liquor is determined to be distributed and/or consumed during an event, Lessor shall have the right to terminate the event and at Lessor's sole discretion request the support of law enforcement officials if necessary to terminate the event. Lessor shall not incur any liability to Lessee as a result of enforcing the provisions of this paragraph.

16. **Care of the Facility:** The Facility will be provided to Lessee in good and clean condition. Lessee shall be responsible to leave the Facility, including the restrooms, in the same condition at the conclusion of the event. If any of the toilets or related plumbing become stopped up and/or overflow during the event, or as a direct consequence of the event, Lessee shall be responsible for the cost of rectifying such condition. Nothing shall be affixed to the walls in any manner utilizing tacks, nails or adhesive tape nor shall any materials be suspended from the ceilings. No throwing of confetti, rice, flower petals or birdseed is allowed inside or outside the Facility. Lessee is liable for any damage, loss, or liability caused by Lessee, its agents or attendees or any unauthorized persons accessing the event, **to include rearranging of tables and chairs. Room must be returned to the original set, or a \$25 fee will be assessed.**
17. **Indemnity and Hold Harmless:** Lessee agrees to indemnify and to hold harmless Lessor, its officers, directors, employees and agents against any claims, demands, actions, or causes of action or whatsoever kind or nature arising or resulting directly or indirectly from the lease, use or occupancy or the Facility. Lessor is not liable or responsible for any equipment, personal goods, or other materials left in the facility overnight, during any breaks or meals or in exhibit or display areas.
18. **Binding Contract:** **On behalf of said Lease,** the parties acknowledge that this is a binding contract. The person signing this Agreement for Lessee represents that (s)he has the authority and is authorized to sign this Agreement.
19. **Party Disputes:** Any dispute arising between parties pertaining to the provisions of this lease shall be resolved by mediation between the parties and if not so resolved shall be subject to binding Arbitration in accordance with the rules and regulations of the Superior Court as are promulgated by Rule 72(e) of the Rules of Civil Procedure, Arizona Revised Statutes as amended (Arbitration by Reference).

AGREED AND ACCEPTED as of the date first written above:

LESSOR:

LESSEE / CONTACT PERSON:

Tucson Association of Realtors®, Inc.

(Signature)

(Signature)

(Print name and title)

(Print name and title)