

**BELKNAP COUNTY SPORTSMEN'S ASSOCIATION
FACILITY RENTAL AGREEMENT**

1. Landlord. Belknap County Sportsmen's Association
182 Lily Pond Rd, Gilford, NH 03249
(603) 524-8885

Tenant. _____

Name of Contact Person _____

Phone Number of Contact Person _____

E-mail Address: _____

2. Premises.

A. Location. The premises are located at: 182 Lily Pond Rd, Gilford, NH 03249

B. Portions of Premises Rented.

_____ Kitchen and Dining Room

_____ Basement Lodge Room

_____ Other: _____

C. Limitations. The rented premises are limited to the portions of the clubhouse building identified in subparagraph B above and the parking lot in front of the clubhouse building and do not extend to any other portion of the Landlord's property. Tenant is responsible for ensuring their guests remain on the rented premises and that there is no trespassing onto other areas of the Landlord's property.

3. Term

A. Use of premises: ___ Meeting(s) ___ Wedding Hall
 ___ Funeral ___ Party
 ___ Training ___ Other: _____

B. Date of Usage: _____

C. Hours of Usage: start _____ end _____

D. Total Rent, \$ _____, payable in advance to Landlord.

E. If Multiple date usage:

1. Use of premises _____

2. Date of Usage: Beginning _____ Ending _____

3. Day(s) of the week: _____

4. Hours of the day: start _____ end _____

4. Total Rent \$ _____

4. **Conditions of Usage.** Tenant agrees that premises will be used for the foregoing purpose(s) listed in paragraph 3 and for no other purpose. Tenant also agrees NOT to use the premises or any part thereof for any illegal purpose, and to comply with all town, county, state and federal codes, statutes and regulations concerning the use of said facilities. Tenant also agrees not to enter or occupy the building, or any portion thereof, on any date other than that or those specified in paragraph 3, nor to enter or occupy the building for any hours other than the hours listed specified in paragraph 3 above.
5. **Security Deposit.** Unless this section is crossed out and initialed by the Landlord, a security deposit in the amount of \$_____ will be paid in advance to the Landlord. These monies will be held by the Landlord and returned to the Tenant upon completion of the period of this Lease, subject to payment of all rents due, return of the premises in the condition they were rented, ordinary wear and tear accepted, and return of all keys issued.
6. **Utilities.** Landlord will pay for utilities, including electric, water and heat, supplied to the premises, and these services are included in the rental fee.
7. **Subletting.** The tenant agrees neither to sublet the premises nor to assign this agreement, or any part thereof without written consent in advance of the Landlord.
8. **Keys.** If a key has been issued to Tenant, Tenant agrees not to duplicate this key, nor allow the same to happen, and to return the key to the Landlord upon termination of this agreement.
9. **Maintenance of Premises.** Tenant shall be responsible for leaving the premises in the same or better condition than prior to the Tenant's use thereof and agrees to reimburse the Landlord for the repair, in a neat and workmanlike manner, of any and all damage done during the periods of their occupancy of the demised portion of the premises, and to use due precautions against the freezing of water or waste pipes, and stoppage of the same in or about the premises. In case of freezing or clogging of water or waste pipes by neglect of Tenant, the Tenant shall be required to reimburse the Landlord for the repair, as well as all damage incurred thereby.
10. **Tenant's Obligations.** Tenant agrees to:
 - A. Remove all rubbish, garbage and waste from the premises in a clean and sanitary manner at the conclusion of each day of utilization.
 - B. Properly use and operate all electrical, gas, heating and plumbing facilities, fixtures and appliances.
 - C. Neither negligently nor intentionally destroy, deface, damage, impair or remove any part of the premises, nor the appurtenances, facilities, equipment, furniture, furnishing or appliances, nor permit any member of the lessee's group nor its invitees, licensees or other persons acting under its control to do so.
 - D. Comply with all rules and restrictions that may be prescribed by the Landlord for the purpose of maintaining the safety, care, good order and cleanliness of the premises, equipment and property thereon.
 - E. At the conclusion of each period of occupancy, all equipment, supplies and personal belongings, in the alternative, and if storage facility is listed under the portions of the premise rented or leased, to place the same within the storage facility at the end of

each day's occupancy. Landlord assumes no responsibility of any kind for any equipment, supplies or personal belongings of Tenant, its agents, servants, employees, invitees, or guests, and shall have no liability for the same under any circumstances.

- 11. Insurance.** Tenant shall provide Landlord with a Certificate of Insurance from a reputable Liability insurance policy, certifying that the Tenant is insured under a comprehensive general liability policy with minimum liability limits of \$1,000,000.00 per person, and to furnish a copy of same to the Landlord. The Certificate of Insurance shall name Landlord as an additional insured.
- 12. Liquor Liability.** In the event that liquor/alcohol is to be consumed during the rental term, the Tenant's general liability insurance must include coverage in the minimum amount of \$1,000,000.00 dollars host liquor liability coverage. If Tenant is utilizing an off-site caterer or other vendor to supply alcoholic beverages to Tenant's guests, that caterer/vendor must have a valid New Hampshire liquor license, liquor liability coverage and proof must be supplied to Landlord in writing. If Tenant intends to sell alcoholic beverages to its guests, either the Tenant or vendor providing the alcohol sale must have a valid New Hampshire liquor license and liquor liability insurance coverage with the minimum limits of \$1,000,000.00 per person before serving any alcohol beverages on the premises and proof must be provided to Landlord prior to the rented event.
- 13. Surrender of Premises.** At the conclusion of the period of occupancy specified, Tenant agrees to quit and surrender said premises to the Landlord. This provision shall apply both by expiration of time, or in the event of default in payment of any installment of rent. Tenant further grants to Landlord a lien upon any equipment, supplies, or personal belongings left behind at the conclusion of any period of tenancy for thirty (30) days following written notice of the same to Tenant at the address on this document.
- 14. Hold Harmless.** Tenant agrees to indemnify, hold harmless and defend the Belknap County Sportsmen's Association and the Belknap County Sportsmen's Charitable Fund, and the members, officers, directors, agents, servants, and employees of each (collectively the "Indemnified Parties"), from any causes, claims, demands, or causes of actions or suits, brought by or on behalf of itself, its agents, servants, employees, guests or invitees, whether for property damage, personal injury or wrongful death, allegedly caused in whole or in part by any condition of the building or negligent acts or failures to act any of the Indemnified Parties.
- 15. Costs and Attorney's Fees.** If, by reason of any default or breach of the terms of this lease/rental agreement, or failure to perform of any of the provisions thereof, which results in the retention of counsel by either party, the losing party agrees to pay all reasonable costs and attorney's fees incurred in connection thereof. It is further agreed that the venue of any legal action brought under the terms of this agreement will be in a court located within Belknap County New Hampshire.
- 16. Miscellaneous:** This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of New Hampshire. The officer or representative of Tenant executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of Tenant and that neither the execution of and delivery of this Agreement, nor the performance or the

terms and conditions hereof, will result in a breach of any agreement to which Tenant is a party, or of any federal, state or local law, rule or regulation.

IN WITNESS THEREOF, The Landlord and the Tenant, together with any guarantor required hereunder, set their hands on the dates dictated.

Landlord: Belknap County Sportsmen’s Association

By: _____

Print Name & Title: _____

Dated: _____

Tenant: _____

By: _____

Print Name & Title: _____

Address: _____

Dated: _____

Guarantor: _____

I /we unconditionally guarantee the performance of all of Tenant’s obligations under this Agreement.

Name: _____

Print Name: _____

Address: _____

Dated: _____