

3. Yes [] If the premises are not cleaned to an as received condition by 12:00 midnight, a minimum cleaning fee of \$50.00 will be assessed. Each successive hour required for cleaning will be assessed an additional fee of \$50.00 per hour.
4. Yes [] A minimum deposit of ½ the full rental fee is required to secure a reservation of the facilities up to 31 days before the event. Within 30 days before the event, the full rental must be paid to OWNER to secure a reservation. If the RENTER fails to pay the full rental fee when there are 30 days or less before the event, the RENTER could lose the reservation to a new full paying RENTER. In this situation, the full deposit would be refunded. The full cleanup/damage deposit must be paid to OWNER not later than 30 days before the event in order to secure access to the premises. Failure to do so will result in cancellation of the event.
5. Yes [] Cancellation refund schedule: Cancellations made 31 days or more before the event shall forfeit half of the full rental fee. Cancellations made less than 31 days before the event shall forfeit the full rental fee.
6. Yes [] The RENTER is acquainted with the facilities upon the rented premises and the condition thereof, and does accept the condition of said premises as they exist upon date of this agreement.
7. Yes [] The RENTER shall be in control of said premises at the time of use by the RENTER on the date(s) herein set forth, and the RENTER shall further control and shall determine who will attend or be permitted to attend any functions being promoted upon said premises.
8. Yes [] The RENTER agrees to be responsible for any damages that may occur as a result of the use of said premises by the RENTER or as a result of acts by persons permitted upon said premises by the RENTER, and in the event of damages, RENTER shall reimburse the OWNER promptly for the amount of said damage occasioned by said acts and use.
9. Yes [] The RENTER understands OWNER operates in service to the community and on a modest budget and, as such, agrees to be responsible for any litigation fees that may be required to collect for damages of said premises occurring as a result of the use of said premises by the RENTER or as a result of acts by persons permitted upon said premises by the RENTER.
10. Yes [] The RENTER covenants and agrees to indemnify and save harmless the OWNER against any and all claims arising out of and from the use of said premises by the RENTER and persons permitted upon said premises by the RENTER, including but not limited to claims for personal injury and/or property damage resulting from said use.
11. Yes [] Noise considerations: There shall be no loud noises after 10:30 PM. The cleanup crew may be on the premises until 12:00 midnight at which time the premises shall be vacated.
12. Yes [] **Alcohol serving regulations:**
1. Sunset Park shall provide one OLCC licensed server and Security personnel.
 2. A maximum serving time of 4 hours applies.
 3. Malt beverages, wine and ciders are the only alcohol beverages permitted. If any other alcohol beverages (hard liquor) are discovered, the event will close immediately and the deposit will be forfeited.
 4. A maximum of 2 kegs of beer or 14 cases (24 - 12 oz containers per case) or any combination thereof may be served.
 5. If any additional "outside" alcohol is discovered, it will be confiscated and result in forfeiture of \$100 from the deposit.
 6. Organizations shall provide a certificate of liability insurance in the amount of \$1,000,000 naming Banks Sunset Park Association as an additional insured.
 7. All City, County & State Laws governing the serving of alcohol shall be observed.
 8. If Security decides additional security is required, forfeit \$100 per additional security person from the deposit.
 9. If Security determines it necessary to request authorities for help in enforcing any of the City, County or State regulations, addressing fights or disturbances, etc., the event will close immediately and the deposit will be forfeited.
 10. Alcohol may not be served until a licensed server and Security personnel are present.
 11. Failure to observe these regulations will result in termination of serving alcohol.
13. Yes [] Missed appointments by more than 30 minutes will result in a \$25.00 assessment.

IN WITNESS WHEREOF: the parties hereby have executed this agreement this _____ day of _____, 20_____.

BY _____ Print Name: _____ *Owner*

BY _____ Print Name: _____ *Renter*