



Southeast Arizona Association of Realtors®

125 S. Second Street
Sierra Vista, AZ 85635
(520) 458-7802 Fax (520) 458-7620

ROOM FACILITY RENTAL w/ ALCOHOL

Rooms and Rates:

Classroom (Boardroom) #1: Maximum Occupancy 30

Equipment available: Projection Screen; Whiteboard. Board table seats 14 however chairs may be placed in the room for additional seating.
American and Arizona Flags.

Rate: \$25.00 per hour with a two (2) hour minimum.
One half day (4 hrs.) is \$75.00
Full day (8 hrs.) is \$150.00 581 sf



Classroom #2: Maximum Occupancy 29

Equipment available: Projection Screen; Whiteboard.
Rate: \$25.00 per hour with a two (2) hour minimum.
One half day (4 hrs.) is \$75.00
Full day (8 hrs.) is \$150.00 571 sf

Big Room : Maximum Occupancy 115

Equipment available: 52" Flat Panel TV; DVD Player; Podium; Projection Screen; Whiteboard.
Round tables – seat 8. Able to lower half of the table which would seat 4.
American and Arizona Flags.

Rate: \$75.00 per hour with two (2) hour minimum.
One half day (4 hrs.) is \$250.00
Full day (8 hrs.) is \$500.00
2276 sf





**EAST ARIZONA ASSOCIATION OF REALTORS®, INC.
ROOM FACILITY RENTAL AGREEMENT**

THIS ROOM FACILITY RENTAL AGREEMENT (“Agreement”) for a portion of the building located at 125 S. 2nd Street, Sierra Vista, Arizona, 85635, (“Facility”) is entered into this ____ day of _____, 201_ between the Southeast Arizona Association of REALTORS®, Inc., (“Lessor”) and _____ (“Lessee”).

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: _____
E-mail address: _____ Cell: _____

2. **Space Rented:** Lessee agrees to lease the following (“Rental Space”):
____ Room #1 – Maximum Occupancy 30 ____ Room #2 – Maximum Occupancy 29
____ Room #3 – Maximum Occupancy 54 ____ Room #4 – Maximum Occupancy 61
____ Big Room – Maximum Occupancy 115

3. **Rental Charge:** The Rental Charge shall be \$_____ plus the sum of _____ Dollars as a Damage Deposit. If alcohol is served or permitted, an additional Damage Deposit shall be required in the amount of five hundred dollars (\$500.00) The Damage Deposit may be provided by check or credit card. Additional fee of \$50.00 applies if lessee does not have the access code with them and an Association employee is called to gain entry.

4. **Date of Rental:** Lessee shall be entitled to occupy the Rental Space on the ____ day of _____, 201__ beginning at _____ am/pm and ending at _____ am/ pm. (or see attached dates)
Reoccurring Dates: _____

5. **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.

6. **Terms of Payment:** Damage deposit is payable in full upon execution of the Rental Agreement and shall accompany a copy of the Rental Agreement signed by Lessee. The room rental charge is due no later than 10 days prior to the date of Lessee’s event. If the event date is less than 10 days prior to the contract date, the damage deposit and rental charge shall be payable upon execution of the Agreement.

7. **Damage Deposit:** In addition to the Rental Charge, Lessee shall pay to Lessor a **Damage Deposit of _____ Dollars** at the time the Rental Agreement is signed. When alcohol is served or permitted, an additional Damage Deposit shall also be required in the amount of five hundred dollars (\$500.00) at the time the Rental Agreement is signed. A valid credit card and a valid State issued

driver's license are required to be kept on file. 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 ten (10) business days following the event. Lessee will be liable to Lessor for immediate payment of any damages incurred by Lessee in excess of the Damage Deposit. Damages in excess of the Damage Deposit will be charged to the credit card on file and Lessor shall itemize all damages and shall provide a copy to Lessee within ten (10) business days of the event date(s). Lessee agrees to make immediate payment to Lessor of all excess damages in the event the credit card on file is declined. Payment shall be in the form of a cashier's check.

8. **Funds Recovery:** If Lessee's check(s) is not honored by the bank or the credit card is declined, 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 (\$50.00) fee or the Rental Agreement shall be deemed null and void. In addition, all deposits will be forfeited by Lessee and Lessor shall have the immediate right to rent the room(s) to another party.
9. **Cancellation and Refunds:** All monies (less credit card fees) 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 seven (7) days prior to Lessee's scheduled event, in which case one-half (1/2) of the total Damage Deposit paid to Lessor will be refunded. Otherwise, without exception, 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.
10. **Space, Equipment and Services:** Tables and chairs and their setup, (without any table covers, tableware, and/or decorations) are included in the Rental Space. Lessee's Contact Person must advise Lessor 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 will provide the use of a TV/VCR which shall not be removed from the Rental Space. Arrangements for such equipment must be made between Lessor and Lessee' Contact Person. A credit card imprint is required for all equipment rentals. Lessee is fully responsible to maintain and return, in the same condition it was provided, any such leased special equipment. Lessor is not responsible for any equipment failure.
11. **Compliance With Noise Regulations:** No event in the Facility during Lessor's normal business hours 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 or 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 during any event to insure compliance with noise and all other contract provisions.
12. **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, a fee of \$500.00 will be charged to cleanse the smoke odor from the Facility.

13. **Food/Beverages:** Lessor permits food and beverages to be brought inside the Facility, however, Lessee is responsible for any damages which may occur in conjunction with consumable items brought into the Facility and/or on its premises. In the event that Lessee brings in alcoholic beverages, Lessee must provide the additional Damage Deposit set forth in this agreement. Deposits may be used for carpet cleaning or any other cleaning or to repair any other damage as a result of Lessee's event.
14. **Alcoholic Beverages:** Any spirituous liquor or items containing spirituous liquor including but not limited to beer, wine or 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 into the Facility. 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 at the Facility requires advance approval of Lessor's Board of Directors. 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 and general liability insurance, each 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 and 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.
15. **Candles or Fire:** The use of candles or fire in any form are not permitted in any area in the Facility. Lessor does permit the use of battery lit candles.
16. **Care of the Facility:**
- A. The Facility will be provided to Lessee in a good and clean condition. Lessee shall be responsible to leave the Facility, including the restrooms, in the same condition at the conclusion of Lessee's 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 confetti, rice, flower petals or birdseed throwing is allowed inside or outside the Facility. No open flame (excluding sterno for food warming) is allowed. Lessee is liable for any damage, loss or liability caused by Lessee, its agents or attendees or any unauthorized persons accessing the event.
- B. Lessee (or any member of Lessee's party) is not permitted to enter an area of the Facility beyond two (2) doors that are fronted with security cameras and which lead to the reception area of the Facility ("Non-Access Area"). Any entry into the Non-Access Area of Lessor's facility by Lessee, or a member of Lessee's party, will result in an automatic forfeiture of Lessee's Damage Deposit, and Lessor shall be entitled to a liquidated damages from Lessee in the amount of \$500.00 plus any actual damages occasioned to the Non-Access Area.

17. **Minors:** Children are permitted in the Facility, however, Lessor is not responsible for the care or safety of any child. Lessee is responsible to ensure that any person associated with Lessee that is under the age of 18 is with a responsible adult at all times.

18. **Indemnity and Hold Harmless:** Lessee agrees to defend, 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 of the Facility or its premises. Lessor is not liable or responsible for any equipment, personal goods, or other materials left in the facility overnight, during breaks, meals or in exhibit or display areas.

19. **Binding Contract:** The parties acknowledge that this is a binding contract. The person signing this Agreement for Lessee represents that he/she has the authority and is authorized to sign this Agreement.

20. **Party Disputes:** Any dispute arising between parties pertaining to the provisions of this Agreement 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).

THIS ROOM FACILITY RENTAL AGREEMENT IS AGREED AND ACCEPTED as of the date first written above:

LESSOR:
Southeast Arizona Association of REALTORS[®], Inc.

LESSEE / CONTACT PERSON:

Signature

Signature

(Print name)

(Print name)