

THE KAPPA CENTER

Facility Rental Agreement

This is a facility rental agreement (the “Agreement” or this “Facility Rental Agreement”) between _____ (the “Lessee” or “Renter”) and Kappa Charitable Trust Fund, Inc. (d/b/a Kappa Center and, the “Lessor”) for use of the meeting facility located at 750 King Richard Rd. Raleigh, NC 27610 (the “Facility” or “Kappa Center”) on the date and time set forth in your Deposit (as defined below) information submission (collectively, the “Event”) in exchange for the Rental Fee (as defined below).

Application and Deposit

Prior to an event, the organization or individual renting the facility (hereafter referred to as “Lessee”) must submit this Facility Rental Agreement and pay a \$150 security deposit (the “Deposit”) to reserve the Facility. Kappa Center is not reserved until the Deposit has been paid and this Facility Rental Agreement is signed (electronically or physically) and submitted to Lessor. All Lessees must be at least 21 years of age.

The Deposit is NOT part of the Rental Fee. It is held as a security deposit and will be refunded within fourteen (14) days after the use of the Facility provided there are no damages to the Facility nor required additional cleaning nor any other violation of the terms and conditions in this Facility Rental Agreement. The Deposit is not refundable in case of cancellation of the event.

Payment of Rental Fee

The full Rental Fee is due within thirty (30) days after the submission date for this Facility Rental Agreement; provided however, in the event that the Event is to be held within such thirty (30) days, the full Rental Fee is due immediately upon submission of this Facility Rental Agreement. **If the full Rental Fee is not paid when due, the Lessor reserves the right to cancel this Facility Rental Agreement or impose a late fee of \$50.** All fees must be paid in money order, certified check or credit / debit card – no cash or personal checks will be accepted. Lessee agrees to reimburse Lessor for any and all banks charges associated with recovery of lessee dishonored payment method.

Cancellation Policy

Lessee agrees that should it cancel this Facility Rental Agreement or commitment in its entirety, liquidated damage fees shall be paid to the Lessor by Lessee. The following schedule represents a reasonable effort on behalf of Lessor to establish its actual damages for such cancellation:

- If cancellation between date of signing this Facility Rental Agreement and 60 days before the date of the Event, Lessor shall return 50% of any of the Rental Fee paid, excluding the rental deposit;
- If cancellation is less than 60 days before the date of the Event, Lessee shall not be entitled to a refund of any fees whatsoever.

In the event of a cancellation of any kind, Lessee shall forfeit the security deposit.

Security

Lessor reserves the right to require police protection for certain events and Lessee must provide written documentation from the Raleigh Police Department /Wake County Sheriff’s department prior to the Event that such security is being provided. Expenses for such protection will be the responsibility

of the Lessee sponsoring the event. If Lessee does not provide security if required pursuant to this section, Lessor may cancel Event and Lessee shall not be entitled to a refund of any fees whatsoever. A Kappa Center management staff member(s) may also be present during the Event.

Ticket Sales

The Facility cannot be used for any function where tickets are publicly advertised through radio, television, print or digital / social media or where tickets will be sold at the door, without prior approval from Lessor.

Set-up | Clean-up Time

Lessee's set-up time and clean-up time for anything related to decorations, food, the band or DJ, etc. is included in the Event time period. It is the Lessee's responsibility to ensure that the caterers, band and/or DJ set up is during the allocated time. The Lessee must pay for additional time required for set up. Kappa Center management staff members are not required to assist in any set up or removal of personal belongings.

The Lessee is responsible for cleaning the kitchen area and must remove all tablecloths, disposable tableware and decorations. The Lessee also must wipe off all tables and empty all trash containers and place in outside garbage container. The floor must be wiped clean of all spills. The Lessor will provide a mop, trash container (s) and bag (s). Caterers, musicians and DJ's must remove their equipment from the facility within the allotted rental time. Late fees will be charged to the Lessee at the specified rate if additional time is needed.

Decorations

Decorations cannot be attached to the walls or doors. No glitter, fine paper crafts, water bubbles or anything similar may be used in Kappa Center. Decorations must not pose a fire or safety hazard. Lessor reserves the right to disapprove any decoration that may damage the Facility or pose a fire or safety hazard. Tablecloths are not included in the Rental Fee and will not be furnished. Lessee is responsible for all table coverings and any other decorations that may be used.

Kitchen

The present kitchen facility is adequate for light meal preparation or warming. A microwave and a refrigerator are available for Lessee's use during the Event. Lessee is responsible for providing all meal preparation and serving hardware. Lessor has no responsibility for food preparation or beverage service during any event.

Maintenance

It is expected that the Lessee will inform the Lessor of any item that is inoperable, out of place or needs to be removed at the start of the Event.

Use of the Facility by Minors

If an adult (minimum age 21 years of age) has leased the facility for the use by persons under the age of twenty-one (21), proper adult supervision is required throughout the Event. Prior to the approval of the Event, an adult must make arrangements for supervision and the Lessor must approve that supervision. For certain functions, police protection may be required by the Lessor, in its' sole discretion. Failure to adhere to these provisions could result in the cancellation of the Event by the Lessor and forfeiture of all funds paid by Lessee.

Alcohol / Prohibition

Alcohol may be served in the Facility by Lessee but may not be directly sold to Event patrons. Lessee agrees to comply with all laws, ordinances, and regulation governing its activities while on the Facility premises. Lessee understands and agrees that tobacco use of any kind inside the Facility, possession of illicit drugs any kind, and possession of any weapons, alcohol consumption outside the Facility and any other act punishable by law is strictly prohibited. Lessee understands and agrees that any violation of this paragraph by lessee or anyone shall constitute grounds for immediate termination of this Facility Rental Agreement and shall subject lessee to immediate removal from the Facility premises. In the event of a cancellation due a violation of this paragraph, Lessee understands and agrees that Lessor will not refund the Rental Fee or Deposit.

Liability Clause

The Lessee hereby agrees to fully indemnify the Lessor or Lessors officers or directors for any and all damage to or loss of property and liability associated with the rental of the Facility during the term of this Facility Rental Agreement whether caused by fire, theft, flood, vandalism, power outage, terrorism, acts of God, or any other cause, except that which shall be determined to have been caused by a fault or deficiency of the rented property, accessories, or equipment.

Manual Remittance

In the event that Lessee requires a manual execution of this Facility Rental Agreement and / or a manual payment of any the Deposit or Fees, the same, as the case may be, should be delivered as listed below. If Money Order or Certified Check (NO Cash or Personal Checks), make payable to: "Kappa Charitable Trust Fund, Inc." and may be mailed to Kappa Center, c/o Event Rental Management, P.O. Box 10652 Raleigh, NC 27605.

Attorney Fees

Lessee agrees to pay any attorney fees incurred by Lessor in the event an attorney is hired to enforce any provision of this Facility Rental Agreement or if Lessor is forced to defend an action attributed in any such way to Lessee.

Forum

This Facility Rental Agreement shall be construed according to the laws of North Carolina.

Entire Agreement

This Agreement represents the entire agreement between the Parties. There are no promises, inducements, representations, or warranties not expressly stated herein. This Agreement may not be modified except by written instrument signed by all of the Parties hereto. This Agreement supersedes any prior understandings or written or oral agreements between the Parties respecting the rights and obligations of the Parties hereto.

This FACILITY RENTAL AGREEMENT is entered into

This _____ day of _____, 20_____

Lessee (Signature)

Lessor (Signature), for Kappa Center