

BPHA Heritage Hall Rental Contract

Date: _____, 20_____

For the sole purpose of this agreement, and as mentioned herein, it shall be understood that the Lessor shall be the Bayou Pigeon Heritage Association and the Lessee shall be _____

All subsequent references in this document to Heritage Hall shall be clearly understood to mean the Bayou Pigeon Heritage Association

RESERVATIONS: This is the contract between the undersigned parties for the rental of the Heritage Hall, between the hours of _____ and _____, on _____, 20_____.

1. Supplemental to the above stated hours, reasonable access to the Heritage Hall will be afforded the Lessee. Contact _____ (cell number), should you need to access the facility to set up decorations / supplies for your event. Note 'Set Up' availability depends on facility usage prior to your event. Reasonable notice is required by your authorized BPHA contact to open facility.

Typically, such time shall be limited to four (4) hours prior to the starting time stated in the above paragraph. Any Additional time shall be negotiated with the assigned Heritage Hall BPHA facilitator /contact for the event.

Premises must be vacated within two (2) hours of the end of the function, unless mutually agreed with BPHA representative prior to rental

2. **AREA RENTED:** That portion of Heritage Hall covered by this contract is hereby understood and designated as the Main Hall, Rest Rooms, Kitchen Serving Area, and Parking Lot. It does not include the Shrine room. Use of the Kitchen serving area is limited to warming and serving the food only. Absolutely

NO cooking or extensive food preparation is permitted in the kitchen serving area. Any outside cooking must be cleared with the assigned heritage Hall Facilitator / contact for the event and prior to said function.

Clean up of this area is to be responsibility / done by Lessee. Any ice requirements must be supplied by Lessee.

3. **RENTAL:** Lessee shall pay Lessor the sum of (\$650 + \$50 per hour for every hour over five hours. As stipulated in Paragraph 3 at end of the event and prior to receiving any return deposit. Event set-up and clean-up time must be included in the rental period.

4. **ADVANCE DEPOSIT:** Of this amount, \$_____ is a refundable damage/ security deposit (described on facility rental page with this contract) which will be returned to the Lessor upon settlement, minus any charges for actual damages done to the venue by Lessor or his/her associates.

Lessor acknowledges full Receipt of the cash/check deposit (listed above) for the faithful performance of all Lessee's obligations stated herein. The deposit shall apply for credit to Lessee's obligations in the following order of application: A.) To repair damages, if any, to the Lessor's property. B.) To service fees or charges, if necessary.

The rented area will be inspected by an authorized agent within forty-eight (48) hours of the termination of the rental period. If there are no damages or additional charges for services, the entire portion of the deposit will be refunded by check within ten (10) working days of the event.

Should any damages or charges exceed the amount of the deposit, Lessee agrees to pay Lessor the balance due within two (2) weeks of the termination of the event. See Paragraph 8, Condition of Premises, and Indemnity.

5. The BPHA will require the lessor of any event to purchase Event Insurance, unless waived by authorized agent of the BPHA. Event liability insurance protects the lessor and lessee against losses stemming from personal injuries and property damage at your event. Medical payments, lawsuits, and property damages area few of the most common costs which could be incurred during your event.

6. CLEAN-UP CHARGES: Reasonable and normal clean-up of the premises is included in the above rental charges. Also, the Kitchen Area is the responsibility of the Lessee and shall be emptied of food containers brought into the Heritage Hall by Lessee or Lessee's caterer or agent. Counters shall be wiped and cleared.

7. INTENDED USE: Lessee represents and covenants to Lessor that the premises are being rented for the sole purpose of a _____ and that total attendance at this function will be approximately _____ persons. Attendance exceeding this estimate may lead to additional / Reasonable Charges determined by the lessee authorized agent

8. SECURITY: Security is the responsibility of the Lessee during the time allowed for the function, including set up and tear down time for the function. Lessor requires uniformed certified security or off duty law enforcement officers with jurisdiction for any function at which the majority of participants will be teenagers. Lessee is responsible for hiring and paying the Security and must provide proof of hiring at least one (1) day prior to the pertinent function.

9. CONDITION OF PREMISES AND INDEMNITY: During the rental period stated herein, and the period of time that Lessee's employees, agents, guests, invites, members, patrons, etc. are arriving at the premises, situated at the premises or departing from the premises, and Lessee shall hold harmless and indemnify Lessor, its agents, employees, members, etc. from any and all ensuing claims for any death, personal injury, property damage, or any other claims whatsoever that may arise out of or in conjunction with Lessee's use of said premises for the stated function. Including any illegal activity by. Lessee guest outside of Heritage Hall on the premises. Lessee shall pay the entire cost of all damages caused to the property and premises of Lessor during the said function. _____ (initial)

9. RIGHT OF CANCELLATION: Lessor or Lessee may cancel this agreement at any time up to five (5) calendar days prior to the rental period, by written notice as hereinafter provided. If Lessor so cancels this contract, with less than 5 days' notice, the lessee forfeits the deposit, at discretion of BPHA authorized agent. If Lessee so cancels this contract, with more than 5 days' notice the BPHA will refund of the deposit within 30-day calendar days.

10. ALCOHOLIC BEVERAGES: All alcoholic beverages served at the function must be served by or under the supervision of a responsible adult. Lessee agrees that no intoxicating beverages will be sold, dispensed, or in any other way be provided to minors attending Lessee's function on the Lessor's premises. Lessee shall be required to exercise all due diligence in enforcing this provision of this agreement. No beverages of any kind are allowed to be taken or consumed outside the building.

11. GLASSWARE: All beverages shall be dispensed in paper or plastic cups or containers. Ceremonial or decorative glassware is to be promptly and safely stored after its use. NO glass is allowed on the premises except for photographic or ceremonial purposes.

12. DECORATIONS: The only decorations allowed will be those approved in advance by the BPHA authorized agent. If approved, the decorations shall be installed at a time to be designated by the Heritage Hall authorized agent and shall be completely removed by a time also designated by the BPHA authorized agent.

Decorations or articles left on the premises beyond forty-eight (48) hours of the function's termination shall be subject to a reasonable storage fee. Decorations shall not damage or injure the building's exterior or interior. NO decorations shall be attached to the surface of the walls or ceiling without the permission of BPHA authorized agent.

13. ASSIGNMENT: This is a personal contract between the parties hereto and neither party is permitted to assign its interest herein, either in whole or part.

14. LOST ARTICLES: Lessor shall not be held responsible for any lost or any damaged articles or property.

15. UNFORESEEN EVENTS: Should the premises suffer destruction or damages which will render the premises unfit and/or unsuitable for Lessee's function, then Lessor shall promptly notify Lessee of the situation and condition of the premises and shall refund all deposits without respect to any provisions of cancellation as stated in Paragraph 9.

16. HERITAGE ASSOCIATION RULES: In addition to the foregoing covenants and agreements, Lessee agrees to comply with Lessor's "Standard Heritage Hall Rules," in section 9.

These rules include the right of the Lessor to evict anyone not conducting themselves in an orderly and courteous manner.

No Fireworks of any kind may be brought or used on the premises and no illegal and/or illicit drugs are allowed on premises. The Lessor will evict anyone bringing any illegal and/or illicit drugs are on the premises.

17. Major / important / showstopper type communications by Lessee to Lessor prior to any signed contractual agreement event shall be delivered shall be written and hand delivered to Heritage Event Facilitator / Designated Contact, or emailed to the Lessee Designated Event Facilitator / Contact (Bayoupigeonheritage@gmail.com) executing this agreement, immediately.

18. Any disputes arising under this contract shall be adjudicated in the BPHA local jurisdiction.

Lessee Signed: _____ Date: _____

Lessor Signed: _____ Date: _____

SUMMARY OF CHARGES

Lessee:

Date: xx / xx /2021

BASIC CHARGES:

Hall Rental \$ _____ # Hours _____

Deposit _____

BPHA Facility rental Authorized Agents: Chris Daigle, Cliff LeGrange Vice President, Patty Phillips, Secretary / Treasurer, Cindy Vaughn, and Randy Laprairie, Roberta Laprairie, Wilton Leonard , Sue Blanchard, Marla Berthelot, Rick Phillips and Chris Settoon, Chairpersons of Facility Rental.

BPHA - Outdoor Pavilion Event Rental Contract Form 7.3

Address: Bayou Pigeon Heritage Association,
39315 LA-75, Plaquemine, LA 70764.
P.O. Box 1087, Plaquemine, LA. 70764

This contract for the rental of BPHA venue is made for this day, _____ by and
between _____

hereafter referred to as the Lessor.

The Lessor desires to make use of the BPHA's Outside Pavilion Maximum capacity 400 persons located at
39315 LA-75, Plaquemine, LA 70764.

Whereas the BPHA, authorized Agent agrees to such rental, and use in consideration of certain payments and covenants herein enumerated.

Therefore, the parties agree to the following terms and conditions:

1. The Lessor shall pay to the BPHA the sum of \$50 per 2 hr. increments + \$50 for every 2-hour increment over 2 hr. immediately at end of the event and prior to receiving any return deposit.
2. Of this amount, \$ _____ is a refundable damage/ security deposit (described on facility rental page with this contract) which will be returned to the Lessor upon settlement, minus any charges for actual damages done to the venue by Lessor or his/her associates. The rented area will be inspected by an authorized agent within forty-eight (48) hours of the termination of the rental period.

If there are no damages or additional charges for services, the entire portion of the deposit will be refunded by check within ten (10) working days of the event.

3. The Lessor shall have access to and use of the venue from _____ o'clock on _____ to _____ o'clock on _____ for the purpose of the Lessors _____ event.

4. Supplemental to the above stated hours, reasonable access to the Pavilion will be afforded the Lessee. Contact _____ (cell number), should you need to access the facility to set up decorations / supplies for your event. Note 'Set Up' availability depends on facility usage prior to your event. Reasonable notice is required by your authorized BPHA contact to open facility.

Typically, such time shall be limited to two (2) hours prior to the starting time stated in the above paragraph. Any Additional time shall be negotiated with the assigned Heritage Hall BPHA facilitator /contact for the event. 'Set Up' time is included in calculated in usage time.

5. Lessor shall remove all personal property, trash, and other items after the event that were not present in the venue when Lessor took control of it. Upon lessor's completion of his/her obligations under (2) and (4)above, the BPHA shall return to lessor the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Lessor.

6. Upon Lessor completion of his/her obligations under (2) and (4) above, the BPHA shall return to Lessor the security deposit minus any amounts deemed necessary to repair any damages inflicted upon the venue by Lessor and /or lessors guests, invitees, contractors, and all other persons whatsoever who entered the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

7. Lessor shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection of any fees.

8. Lessor shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Lessor's use of the venue and any illegal or conduct unbecoming. _____ (initial)

9. The BPHA will require the lessor of any event to purchase Event Insurance, unless waived by authorized agent of the BPHA.

Any disputes arising under this contract shall be adjudicated in the BPHA local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

BPHA authorized Agent Signature & date _____

Lessor signature & date _____

BPHA Facility rental Authorized Agents: Chris Daigle, Cliff LeGrange Vice President, Patty Phillips, Secretary / Treasurer, Cindy Vaughn, and Randy Laprairie, Roberta Laprairie, Wilton Leonard , Sue Blanchard, Marla Berthelot, and Chris Settoon, Chairpersons of Facility Rental.