



Hilltop Event Center
Land of the Sky Association of Realtors, Inc.
21 Restaurant Court
Asheville, NC 28805

Contact information:

Dear _____,

We appreciate your interest in the rental spaces available at Hilltop Event Center, located at 21 Restaurant Court and would be delighted to have the opportunity to host your event or meeting on _____. The information summarized below constitutes the Rental Agreement between Hilltop Event Center/Land of the Sky Association of Realtors, Inc. and _____.

ROOM RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, ("Effective Date") by and between Hilltop Event Center/Land of the Sky Association of Realtors, Inc., ("HEC/LOTSAR" or "Lessor") and _____ ("Lessee", collectively with the Lessor, referred to herein as the "Parties") for the Rental Space more particularly defined below located as 21 Restaurant Court, Asheville, North Carolina, 28805 ("Premises").

TERMS AND CONDITIONS

HEC/LOTSAR reserves the right to refuse rental to any group for any reason and at its sole discretion.

HEC/LOTSAR does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or military status and shall refuse rental space to any group that attempts to discriminate on any of these bases.

SECTION 1. RENTAL SPACE REQUIREMENTS AND EQUIPMENT

Rental Space Requirements, Dates and Fees: (see attached)

Equipment Request: (see attached)

Other Requirements: (see attached)

SECTION 2. ACCESS TO RENTAL SPACE

Lessee shall have access to the Rental Space beginning at the Start time listed above, unless otherwise agreed to in writing by HEC/LOTSAR and Lessee prior to the Event Date. Lessee agrees to vacate both the Rental Space and the Premises by the End time listed above, unless otherwise agreed to in writing by HEC/LOTSAR and Lessee prior to the Event Date. Additional time in the Rental Space will incur additional rental fees.

SECTION 3. USE OF RENTAL SPACE

Lessee agrees that the Lessee's and Lessee's guests use of the Premises is limited to the Rental Space and any common and/or public area of the Premises including restrooms and parking lot. Lessee agrees to indemnify and hold LOTSAR, its employees, officers, and directors harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character resulting from, relating to or arising out of Lessee, and/or Lessee's guests, use of the LOTSAR parking lot.

Lessee and its guests shall not use nor have access to any other space, office area, phone, computer, or other area of the building located on the Premises. Should HEC/LOTSAR staff observe Lessee or its guests using any other space not reserved by this Agreement, HEC/LOTSAR will assess an additional rental fee to the Lessee.

HEC/LOTSAR assumes no responsibility for personal effects and/or possessions left on the Premises by Lessee or any of its guests during any rental period. HEC/LOTSAR does maintain a "lost and found" and will hold recovered items for up to thirty (30) days following a rental period.

Lessee agrees to use the Rental Space in a courteous manner recognizing that there may be other meetings occurring at the Premises. HEC/LOTSAR reserves the right to end the Function prior to the End time if HEC/LOTSAR deems that Lessee or Lessee's guests are causing a disruption at the Premises, in HEC/LOTSAR's sole discretion.

SECTION 4. DEPOSIT AND RENTAL FEE

To reserve the Rental Space, Date, and Time, Lessee shall pay a Security Deposit of \$200.00 ("Security Deposit") to HEC/LOTSAR within ten days of receipt of this agreement. The Security-Deposit shall be refunded to Lessee within 60 days of the date of Lessee's event provided that Lessee complies with the terms of this Agreement in the sole discretion of HEC/LOTSAR. Rental fees are due within ten days of the receipt of this agreement. Failure to remit rental fees or security deposit within ten days of receipt of this agreement will result in the loss of reservation availability. If the event is to take place less than ten days from the date of booking, all payment is due immediately upon receipt of rental agreement and invoices.

SECTION 5. CANCELLATION POLICY

If for any reason, HEC/LOTSAR has to cancel the Function prior to the Start time, HEC/LOTSAR shall notify the Lessee of the cancellation in writing as soon as possible prior to the Function and refund the Deposit to Lessee. Cancellation by Lessee is required in writing to HEC/LOTSAR at least seven (7) days prior to the Date of the Function. If a written cancellation notice is not received by HEC/LOTSAR at least seven (7) days prior to the rental, the Security Deposit will be forfeited and an administrative fee of \$100 will be deducted from the initial deposit amount paid.

The Parties' respective mailing address and/or email address for any such notice required under the terms of this Agreement are as follows:

HEC/LOTSAR/Lessor	Lessee
21 Restaurant Court	
Asheville, NC 28805 sbernhard@lotsar.org	

SECTION 6. PROHIBITED ACTIVITIES

Lessee acknowledges that neither Lessee nor Lessee's guests are permitted to engage in any conduct that is criminal or tortious in nature, conduct that promotes illegal behavior or enables illegal acts to be performed while on the Premises. The possession and/or use of firearms on the Premises is strictly prohibited as is gambling. Use of tobacco products of any kind and vaping of any kind is strictly prohibited at the Premises other than in designated smoking area located at the paved sidewalk and driveway area on the west side of the building. Smokers are required to use the provided receptacles for butt disposal. There is no smoking or vaping permitted in the building or the portico area near the entrance. Lessee shall not bring live animals on to the Premises, with the exception of service animals.

Lessee may not use any tape, tacks, staples or any like item for the purposes of adhering anything to the walls, floor, doors, or furniture in the Rental Space or anywhere on the Premises. Lessee may not move or rearrange the furniture, fixtures, or any other item located in the Rental Space without prior consent of HEC/LOTSAR. Lessee shall not burn open flame candles on the Premises.

SECTION 7. AUDIO VISUAL EQUIPMENT

Any AV equipment request cannot be guaranteed unless requested in Section 1 of this Agreement. Lessee is liable to HEC/LOTSAR for damage to all AV equipment used by Lessee at the Function. A fee shall be assessed to Lessee for any AV equipment that is lost, damaged, stolen, or broken. If requested, HEC/LOTSAR shall provide staff for assistance with AV equipment operation during the Function for an additional fee as negotiated at booking.

SECTION 8. CATERING

HEC/LOTSAR does not coordinate catering for any Function. All catering needs, if required, must be coordinated and paid for by Lessee directly with the catering company of Lessee's choice. Catering kitchen must be left in the condition found. A fee shall be assessed to Lessee for any kitchen equipment that is lost, damaged, stolen, or broken.

SECTION 9. CLEANING

The Rental Space will be provided to Lessee in a clean condition. Lessee is responsible for ensuring that the Rental Space is returned to the same clean condition in which it was found at the Start time. If Lessee brings balloons, glitter, or confetti of any kind to the Premises, Lessee shall be responsible for complete clean up and removal of all such materials from the Premises at the end of the Function.

Lessee shall empty all trash and recycling receptacles and leave trash bags in the kitchen area at the end of each rental period. HEC/LOTSAR reserves the right to charge an additional cleaning fee in addition to the Security Deposit in an amount to be determined at the sole discretion of HEC/LOTSAR in the event

Lessee does not leave the Event Space in a clean condition, such condition to be determined in the sole discretion of HEC/LOTSAR.

All materials brought on to the Premises by Lessee or Lessee's guests must be removed at the end of the rental period.

SECTION 10. VENDORS

In the event that Lessee has outside vendors such as caterers, florist, or any other type of vendor with whom Lessee has independently contracted for the Function that will be at the Premises, Lessee acknowledges that HEC/LOTSAR will not sign for or accept any deliveries on behalf of the Lessee from such vendors. Additionally, the Start time of the Function should include set up time for such vendors to make deliveries to the Rental Space.

Any caterers or other outside vendors, companies or institutions utilized by Lessee on Premises must provide a certificate of insurance to HEC/LOTSAR at least two (2) weeks prior to the rental period. The insurance required shall have a single limit liability of no less than \$1,000,000.00, and general aggregate liability of not less than \$2,000,000.00 with HEC/LOTSAR named as an additional insured.

SECTION 11. SIGNAGE AND ADVERTISING

Lessee may put temporary signage such as easels or standalone posters within the Rental Space and directly outside of the Rental Space. Signage of any kind is prohibited on the exterior of the Premises. Any promotional materials or advertising materials created for the Function shall include a disclaimer that the Function is not sponsored by or endorsed by HEC/LOTSAR.

SECTION 12. LIABILITY AND INDEMNITY

Lessee shall be liable to HEC/LOTSAR for any damage to the Rental Space and Premises, exclusive of reasonable wear and tear, to the extent such damage was caused by any act or omission of Lessee or Lessee's guests.

Lessee shall indemnify and hold harmless HEC/LOTSAR and its employees from any and all claims, losses, damages, or expenses, including reasonable attorney's fees and litigation expenses, arising out of or resulting from claims or actions for any loss of or damage to any property of Lessee or Lessee's guests except to the extent caused by the negligence or willful misconduct of HEC/LOTSAR.

Lessee releases and waives any and all claims it may have against HEC/LOTSAR, its employees, officers, and directors for any loss or damage to property of the Lessee or of any guest. Lessee shall indemnify and hold harmless HEC/LOTSAR and its employees from any and all claims, losses, damages, or expenses, including reasonable attorney's fees and litigation expenses, arising out of or resulting from claims or actions for any loss of or damage to any property of Lessee or its guests except to the extent caused by the negligence or willful misconduct of HEC/LOTSAR.

Lessee shall indemnify and hold harmless HEC/LOTSAR and its employees from any and all claims, losses, damages, or expenses, including reasonable attorney's fees and litigation expenses, arising out of

or resulting from claims or actions for bodily injury, including death, of Lessee or Lessee's guests except to the extent caused by the negligence or willful misconduct of HEC/LOTSAR.

SECTION 13. FORCE MAJEURE

Neither Party shall be liable for any delays or losses due to a Party's failure to perform its obligations hereunder in the event that such failure is caused by events or circumstances beyond its control, including but not limited to, acts of God, war, riot, governmental action, fire or flood, provided that the Party which is unable to perform its obligations provides notice to the other party as promptly as possible following the onset of such events or circumstances.

SECTION 14. CONFIRMATION

The undersigned represents and warrants that he/she/they are authorized to enter in to this Agreement on behalf of the Party identified below and that he/she/they have read the foregoing terms and conditions and agrees to be bound by the same.

Lessee:

By: _____
Print Name: _____

Date: _____

HEC/LOTSAR:

By: _____
Print Name: _____

Date: _____