

**BRESCIA UNIVERSITY, INC.
SPACE RENTAL AGREEMENT**

This is a Space Rental Agreement made and entered into on and effective as of _____, by and between Brescia University, Inc. (Brescia), a Kentucky non-profit corporation, with principal offices at 717 Frederica, Owensboro, KY 42301, and _____ (Renter), with principal offices at _____.

Section 1 – Space Rented – Purpose - Term

For and in consideration of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, Brescia hereby leases to Renter the rooms/spaces described in Schedule B – Brescia University Space Rental Charges for the express purpose and specific dates/times listed on Schedule A – Brescia University Space Rental Application.

Section 2 – Use of Space

Renter shall use and occupy the premises in strict accordance with the terms and conditions herein.

Renter shall surrender the rooms/space in the same condition as existed immediately preceding Renter’s use, normal wear and tear excepted. Failure to do so will result in forfeiture of any deposits and Renter will be responsible for any Brescia costs incurred in excess of deposit amounts.

Renter agrees to have its employees, attendees, contractors, vendors and/or agents vacate the rooms/space and University property by the stated time of the end of the event and cleanup specified in Schedule A – Brescia University Space Rental Application. Failure to do so will result in forfeiture of any deposits and Renter will be responsible for any Brescia costs incurred in excess of deposit amounts.

Renter agrees to have any equipment or property of its employees, attendees, contractors, vendors and/or agents removed by the stated time of the end of the event and cleanup specified in Schedule A – Brescia University Space Rental Application. Failure to do so will result in forfeiture of any deposits and Renter will be responsible for any Brescia costs incurred in excess of deposit amounts.

Brescia reserves the right to exclude or eject any and all objectionable persons from Brescia property/rooms/space.

Renter is prohibited from attaching anything to surface of any Brescia surfaces with the use of tape, staples, or nails without prior approval from Brescia.

All caterers must be pre-approved by Brescia. Catering is defined as the food/drink services performed by a paid vendor/contractor that is a licensed restaurant and/or catering operation who EITHER prepares food on Brescia property or serves the food on Brescia property or performs any other food service on Brescia property other than delivery of the food to Brescia property.

Section 3 – Damages – Indemnifications

Renter shall be responsible for the payment of any and all damages to the building, furnishings, fixtures, equipment, or grounds, caused by the negligence of Renter or its employees, attendees, contractors, vendors and/or agents, normal wear and tear excluded.

Renter agrees to conduct its activities on Brescia property/rooms/space so as not to endanger any person thereon. Renter hereby agrees to indemnify and hold harmless Brescia, its directors, officers, agents, and employees against any and all claims, actions, demands, expenses and judgments for loss, damage or injury to property or persons as a result of Renter's use of the rooms/space.

Section 4 – Rules of Room/Space Use

Brescia reserves the right to terminate event without refund of rental charges and deposits for failure to comply with all terms, conditions, and rules of this Agreement.

Brescia reserves the right to terminate the event without refund of rental charges and deposits for any action or failure to act resulting in law enforcement officials being called due to this rental.

Individual(s) stated as Primary Contact or Secondary Contact on the Schedule A – Brescia University Space Rental Application must be present at all times during the event.

Except for seeing-eye dogs, animals will not be permitted in the rooms/space without authorization in writing from Brescia.

Renter shall not cause any unusual, noxious, or objectionable smokes, gasses, vapors, or odors during its use of the rooms/space.

Renter shall not interfere with the effectiveness or accessibility of the utility, heating ventilating, or air conditioning systems of Brescia.

Renter shall not block or interfere with the accessibility of the elevators, hallways, stairways, or aisles.

Renter shall not place any additional locks on any windows, doors, or other entrances at Brescia.

Smoking is prohibited on all Brescia property including inside buildings, on campus grounds and/or parking lots.

Renter is prohibited from exceeding capacity limits for any rooms/space as listed on the Schedule C – Brescia University Rental Rate Sheet or posted in the rooms/space.

Renter, its employees, attendees, contractors, vendors and/or agents are prohibited from parking illegally or in private, non-Brescia parking lots for this event.

Renter shall comply with all federal, state, and local laws, ordinances, and regulations in connection with the use of the rooms/space, including permits, licenses, taxes, fees and charges prescribed hereunder.

Renter shall not transfer or assign this Agreement, or any part thereof, or any right or interest in, nor permit the rooms/space, nor any part thereof, to be used by anyone else; nor in any other way assign or transfer rights to the rooms/space, without in each case obtaining the prior written consent of Brescia.

In the event a question arises that is not otherwise provided for in this Agreement, or the parties have a dispute regarding interpretation of the terms of this Agreement or the rules and regulations, then Brescia and Renter shall promptly attempt to negotiate in good faith an immediate settlement mutually agreeable to the parties.

Neither party shall use the logo or graphics of the other party without the other party's prior written consent and subject to any conditions the other party may reasonably impose.

Renter shall also pay for additional police and/or fire protection deemed necessary during the event while this Agreement is in force.

This Agreement shall be construed under, and its performance governed by the laws of the Commonwealth of Kentucky.

Section 5 – Force Majeure

In the event of either party being rendered unable, wholly or in part, by force majeure or uncontrollable forces to carry out its obligations, upon such party's giving notice and reasonably full particulars of such force majeure or uncontrollable forces, in writing to the other party within a reasonable time after the occurrence of the cause relied on, then the obligations, so far as and to the extent that they are effected by such force majeure or uncontrollable forces, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

The term "force majeure", as used herein, shall mean acts of God, strikes, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government, either federal or state, civil or military, civil disturbances, explosions, breakage or accident to machinery or transmission lines, power outages, inability of either party hereto to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (either federal or state), including both civil and military, which are not reasonable within the control of the party claiming suspension.

Section 6 – Payment and Delivery of Agreement

The dates requested by the Renter herein shall not be considered formal until Renter executes and delivers this agreement and initial deposit. This Agreement and the full payment shall be returned no later than fourteen (14) days prior to event, or all previous schedules, verbal commitments and arrangements will be canceled.

IN WITNESS WHEREOF, Brescia and Renter, by and through their respective duly authorized officers, have executed this Space Rental Agreement on the dates set forth below, but effective as of the date first hereinabove written.

Brescia University, Inc.

Renter: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____