

RAMESSES TEMPLE NO. 51

RENTAL AGREEMENT

THIS AGREEMENT (the "Agreement"), made as of this _____ day of _____, 20____, is by and between Rameses Temple NO. 51 (the "Lessor"), whose business address is 4919 Beatties Ford Road, Charlotte, North Carolina 28216 and _____ (the "Renter," and collective known as the "Parties").

General Conditions: Renters are to be a minimum twenty-five years of age. Payments are made with Certified Check, Cash, or Money Order (no personal checks). A valid governmental issued identification is required. Renter meets conditions____ yes, ____ no.

WHEREAS, Renter wishes to use the premises as follows:

Rental Fees:

Renter shall pay to the Lessor a total Rental Fee as indicated by your initials below for the Club Area or Upper Ballroom. The Rental Fee is due in full at least thirty (30) days prior to the event date (Payment Due Date: _____). If the renter fails to pay the full Rental Fee by the Payment Due Date, Lessor shall have the right to revoke the License and keep the full amount of the Deposit.

_____The Club Area at an agreed upon rental fee of Six Hundred Fifty (\$650.00) Dollars.

_____The Upper Level (Ballroom) at an agreed upon rental fee of Nine Hundred Fifty (\$950.00) Dollars.

_____ The use of the kitchen in the club area is permitted at a cost of One Hundred (\$100.00) Dollars.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** Lessor hereby grants to renter a limited and revocable license (the "License") to use the agreed upon space as initialed above. The License permits Renter to use the Space only on the Event date, during the hours specified below, and only for the purposes set forth in Section 2, below. Renter shall pay the cost of security provided by Charlotte Mecklenburg Police Department (CMPD), at CMPD's current hourly rate. Attendance by Seventy Six (76) or more persons require the presence of two (2) security officers at CMPD's currently hourly rate to be paid by the renter.

Time segments: 8:00 a.m. to 2:00 p.m.____, 2:00 p.m. to 7:00 p.m.____, 7:00 p.m. to 1:00 a.m. ____
All rentals are four (4) hours, and shall not continue past 2:00 a.m. The renter may utilize such of its time as deemed appropriate of its allotted time to set up and take down any equipment or decorations. The parking lot must be cleared by 2:30 a.m. Anyone on the premises after 2:30

alcohol at the Event. Furthermore, Renter hereby indemnifies and holds harmless Lessor, its employees, members, officers, directors, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of the Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of the injury or damage.

7. **Right of Entry:** Lessor shall have the right to enter the Rented Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Rental Space, or injury to any person in or near the Space.

8. **Permitted Use:** Renter is authorized pursuant to the License to use the Space to hold the Event for the purpose indicated in Section 2, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Space or any other Lessor's property. The Renter shall not use the name of Rameses Temple No. 51 on any advertisement, flyer, tickets, or paraphernalia concerning the use of the premises.

9. **Compliance with Laws:** Renter shall obtain and maintain any necessary permits, license, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 8 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other cost (including reasonable attorneys' fees) arising out of or in conjunction with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space. The Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of North Carolina, and local ordinances of Charlotte, Mecklenburg County, North Carolina.

10. **Assignment:** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party.

11. **Revocation:** Lessor shall have the right to revoke the License at any time prior to the Event Date, provided it gives the Renter prior written notice of revocation. Lessor's right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Space is being rented for a purpose which Lessor subjectively finds inappropriate. In the event that Lessor revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Lessor shall refund to Renter the full amount paid in connection with this Agreement, including the entire Deposit.

12. **Force Majeure:** In the event the Lessor is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the

“Alternate Event Date”), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Lessor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Lessor cannot agree upon an Alternate Event Date within thirty (30) days of the original Event Date, then the Lessor shall refund to Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall Lessor be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section 12.

13. **Notice:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows:

If to Renter: _____ If to Lessor/Agent: _____

14. **Entire Agreement:** this Agreement constitutes the entire agreement between the Renter and Lessor, and supersedes any prior understanding or representations of any kind preceding the date of this Agreement. There are no promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties caused this Agreement to be executed the day and year first above written.

_____ (write initials of Renter at left) By affixing my signature below, I hereby certify that I have read all paragraphs and placed a check mark and fill all approximate spaces required hereon.

RENTER

LESSOR

Signature

Signature

Print Name

Print Name

Title

Title

This document is prepared by
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