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EDUCATION FACILITY RENTAL AGREEMENT
Kent Washington Association of REALTORS® (KWAOR)
2240 South County Trail, Suite 3 East Greenwich, RI
(401) 885-9300

(Lessee Contact Name) (Firm Name) (Phone)

(Address) (City) (State) (Zip)

Instructor Name (Person in the room Responsible for Monitoring the Meeting at all times) and Cell Phone

Meeting Purpose – if training, please list course name

Rental Date(s)

Est # of Attendees Requested Access Time Event Start Time Rental End Time

Fee: \$25 per hour for KWAOR members OR \$50 per hour for non-members. Please note that 1 additional hour will be charged for set up and breakdown time. KWAOR office hours are 9:00 am to 5:00 pm Monday thru Friday. Facilities include a rolling double-sided white board, remote-controlled overhead projector, tables for handouts and/or refreshments and coffee makers. The room has wireless Internet access; the access code is Closings. The Education Center is in classroom style. We strongly recommend that if Powerpoint or video are part of the presentation, the presenter arrange a time to test technology in advance by calling (401) 885-9300.

PLEASE INDICATE: Is this event to be open and advertised to the general public? (See Item #18 on reverse side) Yes No

Payment: KWAOR accepts Cash, Check, Amex/Visa/MasterCard/Discover. Payment is due the day of the event.

Name (please print) as it appears on Card:

Card Number: Security Code: Expiration Date:

Billing address of credit card

Amount Charged \$ Signature

PLEASE SEE THE OTHER SIDE OF THIS FORM FOR THE CONDITIONS OF RENTAL AND TO SIGN. THIS FACILITY RENTAL AGREEMENT MUST BE COMPLETE, SIGNED BY LESSEE, AND RECEIVED 7 DAYS PRIOR TO THE RENTAL DATE.

In times of inclement weather, contact the KWAOR office the day prior to determine communications for cancellation. In the event of an emergency on the day of class, please contact KWAOR CEO Linda Arcouette at (401) 297-9223.

Rental Fee

CONDITIONS OF RENTAL AND LESSEE RESPONSIBILITY-FOR KWAOR MEMBERS AND NONMEMBERS

- 1) **CAPACITY**: The maximum occupancy limit of the Facility is 80 persons. Classroom style seating with tables is available for 40 persons. If additional seating is required, Lessee agrees that Lessee will be responsible for providing additional seating at Lessee's own expense. Lessee further agrees that Lessee shall not permit seating in excess of the maximum occupancy limit. **Due to Covid, the current maximum allowable occupancy 25 people.**
- 2) **PARKING**: Parking is available at the Facility for Lessee and Lessee's representatives, agents or guests. Lessee and Lessee's representatives, agents or guests shall observe handicapped parking restrictions. NOTICE: VEHICLES WILL BE TOWED FROM UNAUTHORIZED PARKING LOCATIONS AT THE VEHICLE OWNER'S EXPENSE.
- 3) **APPLICABLE LAW**: At all times while occupying the Facility or otherwise on the KWAOR premises, Lessee and Lessee's representatives, agents or guests shall observe the laws, rules and ordinances of the United States, the State of Rhode Island, Kent County and the Town of East Greenwich, including fire, police and public safety rules and requirements, and shall act in conformity therewith.
- 4) **FLAMABLE ITEMS PROHIBITED**: Lessee and Lessee's representatives, agents or guests shall not use flammable objects, liquids or materials, open flame or use any other materials or objects which may increase conditions of insurance, or rate of fire or public liability insurance on the building, the premises or the building contents.
- 5) **SMOKING POLICY**: Smoking is prohibited anywhere inside the building and is permitted outside the building in designated areas only. Smokers are required to use wall-mounted ash trays located outside the south and west doors of the building.
- 6) **ALCOHOL POLICY**: The service and/or consumption of alcohol is strictly prohibited on the premises at all times.
- 7) **DAMAGE POLICY**: Lessee shall be fully liable for any and all damage caused to the KWAOR building, property or equipment by Lessee and/or Lessee's representatives, agents or guests. Lessee and/or Lessee's representatives, agents or guests shall not remove, or cause to be removed any wall hangings, pictures or objects of art from building walls. Lessee agrees to pay to the KWAOR, upon demand, such sums as necessary to restore the building, premises, and equipment to their previous condition.
- 8) **DESIGNATION OF REPRESENTATIVE**: Lessee shall designate, no later than Twenty-Four (24) hours in advance of Lessee's event, one representative who will remain on the premises during the entire event and who will be Lessee's primary agent in connection with the event and the use of the Facility.
- 9) **ELECTRICAL EQUIPMENT**: If any electrical equipment is used in connection with the event, Lessee shall be responsible for turning off and unplugging said equipment when not in use and at the conclusion of the event. Lessee shall likewise be responsible for turning off all lights before leaving the Facility.
- 10) **WHITEBOARDS**: Lessee agrees that only water-soluble markers specifically designated as "dry erase whiteboard" markers are to be used on the dry erase whiteboard. Lessee shall clean the dry erase whiteboard before leaving the facility at the conclusion of the event.
- 11) **THERMOSTAT**: Lessee shall not adjust thermostat; but will request that a KWAOR staff member make the adjustment.
- 12) **FOOD AND BEVERAGES**: Food and non-alcoholic beverages such as coffee, soda, and water are permitted in the Facility subject to Paragraph 13 herein. The KWAOR building is an open catering facility and the Lessee may utilize the caterer of Lessee's choice at Lessee's expense.
- 13) **CONDITION OF FACILITY**: Lessee shall leave the Facility, KWAOR building, and other occupied areas in a clean and orderly condition with tables and chairs returned to original configuration, trash removed from the premises (i.e., "carry in/carry out"), and items brought into the building for Lessee's event removed. Lessee shall keep materials for clean-up on hand. Lessee's failure to comply with these requirements may result in an additional fee.
- 14) **CANCELLATION POLICY**: Lessee shall notify KWAOR of cancellation of the event as soon as possible, but in no event less than five (5) business days prior to the rental date(s) contained herein. Failure by Lessee to provide at least five (5) business days notice of cancellation shall result in the forfeiture by Lessee of any and all prepaid rent(s), fees and/or deposit(s).
- 18) **ADVERTISING**: If the Facility is being rented and advertised for a meeting of the general public, Lessee shall provide a copy of any promotional/advertising pieces for approval prior to the promotion of the event. Advertising must **not** imply KWAOR as a sponsor or proponent of the event and must not use the KWAOR logo. KWAOR may require changes to the promotional/advertising pieces. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE CANCELLATION OF THIS FACILITY RENTAL AGREEMENT AND FOREFEITURE OF THE RENTAL FEES.**
- 19) **INDEMNITY CLAUSE**: Lessee agrees to hold KWAOR harmless and to indemnify it, including KWAOR's attorney fees, against any Public or Private Liability, and/or Property Damage Liability which may arise or accrue by reason of the use by Lessee of the facilities.

I HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND WILL ABIDE BY THE TERMS STATED IN THIS AGREEMENT.

_____ Date

_____ Date

LESSEE

KWAOR REPRESENTATIVE