

**PRINCETON ITALIAN-AMERICAN
SPORTSMEN'S CLUB, INC.
8 FOUNDERS LANE
PRINCETON, NJ 08540
NON-MEMBER RENTAL AGREEMENT**

Agreement, dated this _____ Day of _____ 20____, Between Princeton Italian-American Sportsmen's Club, Inc (Club) (Licensor), A New Jersey Corporation, Located at 8 Founders Lane, Princeton, New Jersey 08540

And Licensee, _____

Having an Address At _____

Telephone Number: _____ Business Hours: _____

Emergency/ After Hours: _____

1. Premises:

- A) Subject to the Terms and Conditions below, Licensor hereby gives to Licensee the Use of the Facilities Described in Paragraph 3 (The Space).
- B) Licensor Reserves the right during the rental period to use areas of the building other than the "Space" and any facilities and equipment of the building not reserved in this Agreement for Licensee's exclusive use.

2. **Date of Rental** shall be _____ from _____ am/pm to _____ am/pm. (not to exceed Five Hours). If the "Space" is available, a maximum of three hours may be used for setup.

3. Area of Rentals and Fees shall be:

- . **Only Main Hall & Kitchen \$1,350.00 (Max # of Guests – 125)**
- . **Founders' Lounge, Main Hall & Kitchen \$ 1,950.00 (Max # of Guests – 125)**

4. **Schedule of Payment:** One-Half of Fees Plus \$300.00 Deposit for damages due at time of signing this Agreement. Balance by date of rental.

5. **All Fees Paid as Partial or Advance Payments** by Licensee are non-refundable, except as provided herein. Deposit for damages will be refunded within one week after the rental date, provided no damages occur as determined by the "Club".

6. Insurance:

- (A) Licensor shall not be responsible for any loss or damage to the property of the Licensee, its guests, its employees, or any other individuals, including without limitation, loss of damage occasioned by theft, fire, acts of God or other insurable casualty. Licensee is advised to obtain all necessary insurance for its property.
- (B) Licensee shall provide and keep in force during the rental period, with reputable insurance carriers, the following insurance:

IN ADDITION TO ANY OTHER INSURANCE LICENSOR MAY DEEM NECESSARY OR DESIRABLE.

1. WORKER'S COMPENSATION AND NEW JERSEY DISABILITY AND STATE UNEMPLOYMENT INSURANCE COVERING LESSEE'S EMPLOYEES.
2. EMPLOYER'S LIABILITY INSURANCE IN THE MINIMUM LIMITS OF \$1,000,000.00 PER OCCURRENCE.
3. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING BLANKET CONTRACTUAL LIABILITY ENDORSEMENTS WITH LIMITS OF LIABILITY OF AT LEAST \$1,000,000.00 IN RESPECT OF INJURIES INCLUDING DEATH, TO ANY ONE PERSON IN ANY ONE OCCURRENCE, \$1,000,000.00 IN RESPECT OF INJURIES INCLUDING DEATH, TO MORE THAN ONE PERSON IN ANY ONE OCCURRENCE, AND \$1,000,000.00 IN RESPECT OF DAMAGE TO PROPERTY.
4. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE INSURING ANY OWNED, NON-OWNED AND HIRED VEHICLE TO BE USED IN AND OUT OF THE CLUB, SUCH POLICY TO INSURE LOADING AND UNLOADING HAZARDS WITH LIMITS OF LIABILITY OF AT LEAST \$1,000,000.00 IN RESPECT OF INJURIES INCLUDING DEATH, TO ANY ONE PERSON IN ANY ONE OCCURRENCE AND \$1,000,000.00 IN RESPECT OF INJURIES INCLUDING DEATH, TO MORE THAN ONE PERSON IN ANY ONE OCCURRENCE AND AT LEAST \$1,000,000.00 IN RESPECT TO DAMAGE TO PROPERTY.
5. ALL INSURANCE REQUIRED SHALL BE IN FORM AND ISSUED BY COMPANIES AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW JERSEY. THE INSURANCE DESCRIBED IN (2), (3) & (4) SHALL BE WRITTEN ON AN OCCURRENCE BASIS AND SHALL NAME LICENSOR AS ADDITIONAL INSURED. IF DESPITE THE FOREGOING, LICENSEE'S INSURANCE IS NOT IN COMPLIANCE WITH THE FOREGOING AS THE COMMENCEMENT DATE OF RENTAL, LICENSOR MAY, AT THE LICENSOR'S SOLE DISCRETION, OBTAIN SAID INSURANCE FOR LICENSEE'S ACCOUNT, AND LICENSEE SHALL BE LIABLE TO LICENSOR FOR ALL FEES AND PREMIUMS.
(A) NO EXPLOSIVES, FUEL, COMBUSTIBLES, HAZARDOUS MATERIALS OR WASTES, DECORATIVE MATERIALS NOT FIREPROOF OR FLAMEPROOF, OR ANY OTHER MATERIALS OR SUBSTANCES DEEMED HAZARDOUS BY ANY APPLICABLE GOVERNMENTAL AUTHORITY OR LICENSOR'S INSURER, MAY BE BROUGHT INTO THE CLUB OR ITS PROPERTY. IF LICENSEE'S ACTS RESULT IN AN INCREASE IN LICENSOR'S FIRE INSURANCE RATES, LESSEE SHALL PROMPTLY REIMBURSE LICENSOR FOR THE FULL AMOUNT OF ANY SUCH INCREASE.
6. **UTILITIES:** LICENSOR SHALL FURNISH WITHOUT CHARGE DURING THE HOURS SET FORTH ABOVE FOR THE RENTAL PERIOD GENERAL LIGHTING, NORMAL ELECTRICITY, WATER FOR LAVATORY PURPOSES, VENTILATION AND HEATING PROVIDED IT DOES NOT EXCEED THE CAPACITY OF AVAILABLE EQUIPMENT.
7. **PROHIBITED USES:** LICENSEE SHALL NOT USE OR PERMIT THE CLUB TO BE USED 1) IN CONFLICT WITH ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL AUTHORITY INCLUDING ANY ENVIRONMENTAL LAW, RULE OR REGULATION; 2) IN ANY MANNER WHICH COULD VIOLATE THE INSURANCE OR INCREASE THE RATE OF INSURANCE OR THE CLUB; 3) IN ANY MANNER WHICH CONSTITUTES WASTE OR NUISANCE; 4) IN ANY MANNER WHICH CAUSES INJURY TO THE CLUB, OR, EXCEPT AS MAY BE PROVIDED BELOW, ALTERATION TO THE CLUB, OR; 5) IN VIOLATION OF THE RULES AND REGULATIONS, AS SUCH MAY EXIST FROM TIME TO TIME. LICENSEE SHALL REFUSE ADMISSION TO AND CAUSE TO BE REMOVED FROM THE CLUB ANY PERSON WHO IS DISORDERLY OR OBJECTIONABLE ON REASONABLE, NON-DISCRIMINATORY GROUNDS, AND LICENSOR MAY DO SO IF LICENSEE DOES NOT.
8. **CHANGES TO THE RENTAL AREA:** WITHOUT LICENSOR'S PRIOR WRITTEN CONSENT, LICENSEE WILL NOT:
A) INJURE, MAR, OR DEFACE THE CLUB OR ANY EQUIPMENT FURNISHED BY LICENSOR; b) PASTE, NAIL, TAPE OR OTHERWISE ATTACH TO WALLS, FLOORS, CEILINGS, COLUMNS, PARTITIONS OR TRIM OF THE EXTERIOR OR INTERIOR OF THE CLUB OR ANY EQUIPMENT FURNISHED OR OWNED BY LESSOR, ANY BILLS, SIGNS, FLOOR COVERINGS, SELF-ADHESIVE STICKERS, BADGES OR OTHER ARTICLE; c) DRILL HOLES OR PLACE ANY NAILS, HOOKS, TACKS, SCREWS, OR ANY OTHER ITEMS INTO ANY PART OF THE CLUB OR ANY EQUIPMENT OWNED OR FURNISHED BY LICENSOR; D) MAKE ANY ALTERATION, IMPROVEMENTS OR CHANGES TO THE SPACE.

9. **MAINTENANCE AND REPAIR:** THE COMMENCEMENT OF THE RENTAL SHALL MEAN THAT THE LICENSEE ACCEPTS THE CONDITION OF THE CLUB AND SPACE AND PARKING AREAS IN THEIR CONDITION, **AS IS**, WITH NO NEED FOR FURTHER MAINTENANCE OR REPAIR BY LICENSOR. AT THE BEGINNING AND END OF THE RENTAL PERIOD, AT LEAST ONE REPRESENTATIVE OF LICENSOR AND ONE REPRESENTATIVE OF LICENSEE SHALL WALK THROUGH THE PREMISES AND SHALL NOTE IN WRITING SIGNED BY BOTH PARTIES ANY CONDITIONS VARYING FROM REASONABLE WEAR AND TEAR. ANY EXPENDITURES MADE OR COSTS INCURRED BY LESSOR FOR REPAIRS OR RESTORATION ARISING OUT OF LICENSEE'S OCCUPANCY OF THE SPACE OR USE OF THE EQUIPMENT SHALL BE PAID BY LICENSEE TO LICENSOR UPON PRESENTATION OF A STATEMENT THEREFOR, AND FAILURE OF LICENSEE TO PARTICIPATE IN THE WALKTHROUGHS OR TO SIGN NOTATION OF CONDITIONS VARYING FROM REASONABLE WEAR AND TEAR SHALL NOT IN ANY WAY AFFECT LICENSOR'S RIGHT TO ASSESS THESE CHARGES.

10. **ACCESS WITHIN THE CLUB; OTHER EVENTS:** AT ALL TIMES LICENSOR, ITS AGENTS, REPRESENTATIVES AND EMPLOYEES SHALL HAVE FREE ACCESS TO ALL PORTIONS OF THE SPACE. LICENSEE SHALL NOT OBSTRUCT THE FREE PASSAGE TO WASHROOMS, CHECKROOMS, EXITS, OR CONCEAL THEM FROM VIEW. LICENSEE ACKNOWLEDGES THAT DURING THE RENTAL PERIOD OTHER EVENTS MAY BE HELD IN OR MOVED IN OR OUT OF OTHER PARTS OF THE CLUB. LICENSEE WAIVES ANY CLAIM IT MAY HAVE FOR ANY INCONVENIENCE OR ANNOYANCE OCCASIONED BY THE FOREGOING.

11. **CAUSES BEYOND LICENSOR'S CONTROL:** A) IF LICENSOR IS UNABLE TO MAKE ALL OR PART OF SPACE AVAILABLE TO LICENSEE DURING ALL OR ANY PART OF THE RENTAL PERIOD, OR IF LICENSOR IS PREVENTED FROM PERFORMING ANY OF ITS OBLIGATIONS UNDER THE AGREEMENT OR SUPPLYING ANY SERVICE OR UTILITY AS A RESULT OF ACTS OF GOD, STRIKES, LOCKOUT OR LABOR DIFFICULTIES, EXPLOSIONS, SABOTAGE, ACCIDENT, RIOT, CIVIL COMMOTION, ACTS OF WAR, FIRE OR OTHER CASUALTY, LEGAL REQUIREMENTS, OR ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF THE LICENSOR, THEN THIS AGREEMENT SHALL TERMINATE AND THE LICENSEE HEREBY WAIVES ANY CLAIM AGAINST THE LICENSOR FOR DAMAGES BY REASON OF SUCH TERMINATION, EXCEPT THAT ANY UNEARNED PORTION OF THE FEE SHALL BE REFUNDED TO THE LICENSEE. B) IF ANY SUCH FIRE, CASUALTY, OR INABILITY OF LICENSOR SHALL ARISE THROUGH THE ACTS OF LICENSEE, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR SUCH STRIKE OR LABOR DISPUTE SHALL INVOLVE LESSEE, ITS AGENTS, EMPLOYEES, CONTRACTORS, LICENSEE SHALL BE LIABLE FOR THE ENTIRE FEE.

12. **NO REPRESENTATION BY LICENSEE:**

EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, A REPRESENTATION OR WARRANTY AS TO THE SIZE OR CONFIGURATION OF THE SPACE OR THE FITNESS OF THE SPACE FOR ANY PURPOSE.

13. **INDEMNIFICATION:** LICENSEE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND LICENSOR, AND THEIR BOARD OF DIRECTORS, PARTNERS, OFFICERS, AGENTS AND EMPLOYEES FROM ALL LOSSES, CLAIMS, LIABILITY, DAMAGE, EXPENSES, ACTIONS AND JUDGEMENTS RECOVERED FROM OR ASSERTED AGAINST LESSOR, AND/OR ITS BOARD OF DIRECTORS, PARTNERS, OFFICERS, AGENTS AND EMPLOYEES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) (i) FOR ANY INJURY TO OR DEATH OF ANY PERSONS AND ANY LOSS OF, THROUGH THEFT OR OTHERWISE, OR DAMAGE TO PROPERTY ARISING IN ANY WAY IN CONNECTION WITH THE USE AND ENJOYMENT BY THE LICENSEE, OR ANY OTHER PERSON OR ENTITY WITH THE PERMISSION, EXPRESS OR IMPLIED, OF LICENSEE, OF THE SPACE, THE CLUB, AND THE PREMISES; OR (ii) ARISING OUT OF THE USE OF PATENTED, TRADEMARKED OR COPYRIGHTED MATERIALS, EQUIPMENT, DEVICES, PROCESSES OR DRAMATIC RIGHTS FURNISHED TO OR USED BY LICENSOR, OR OTHER PERSONS IN CONNECTION WITH THE RENTAL USE OF THE CLUB, SPACE OR THE PREMISES. IF LICENSOR AND/OR ITS BOARD OF DIRECTORS, PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, SHALL BE MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST LICENSEE, OR RELATING TO THIS RENTAL OR TO THE SPACE, THE CLUB OR THE PREMISES, THE LICENSEE SHALL PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED BY OR IMPOSED UPON LICENSOR AND/OR ITS BOARD OF DIRECTORS, PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, SHALL HAVE THE RIGHT TO NAME THE ATTORNEYS TO REPRESENT THEM. SUCH INDEMNIFICATION SHALL NOT BE EFFECTIVE IF THE DAMAGE OR INJURY RESULTS FROM THE SOLE ACTIVE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR.

14. **ASSIGNMENT OR TRANSFERS:** LICENSEE SHALL NOT ASSIGN TRANSFER OR ENCUMBER THIS AGREEMENT, NOR SHALL LICENSEE PERMIT ANY OTHER PERSONS TO USE OR OCCUPY THE SPACE.

15. **PERFORMANCE BY LICENSEE:** LICENSEE'S OBLIGATIONS IN THIS AGREEMENT SHALL BE INDEPENDENT OF LICENSOR'S OBLIGATIONS HEREUNDER AND LICENSEE SHALL NOT BE RELIEVED OF ITS OBLIGATION TO PAY THE FEE AND OTHER CHARGES AND TO PERFORM COVENANTS CONTAINED HEREIN BY REASON OF ANY DELAY, FAILURE OR INABILITY ON THE PART OF LICENSOR TO PERFORM ANY OF LICENSOR'S OBLIGATIONS HEREUNDER. ANY DELAY, FAILURE OR INABILITY OF LICENSOR TO PERFORM HEREUNDER SHALL NOT CONSTITUTE CONSTRUCTIVE OR PARTIAL EVICTION FROM THE CLUB OR THE SPACE, NOR ENTITLE LESSEE TO ANY ABATEMENT OF THE FEE EXCEPT AS PROVIDED IN PARAGRAPH 11 OF THE AGREEMENT.

16. **NOTICES:** NOTICES SHALL BE SENT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED TO EACH PARTY AT THE ABOVE ADDRESS OR TO SUCH OTHER ADDRESS AS EITHER PARTY MAY DESIGNATE BY SIMILAR NOTICE.

17. **COMPLIANCE WITH LAWS, RULES & REGULATIONS:** LICENSEE SHALL COMPLY WITH 1) ALL APPLICABLE LAWS AND RULES OF ANY GOVERNMENTAL BUREAU OR AUTHORITY HAVING JURISDICTION OVER THE CLUB, AND 2) ALL RULES AND REGULATIONS OF THE BOARD OF FIRE UNDERWRITERS, OR ANY SIMILAR BODIES, AND WITH ANY RULES AND REGULATIONS ENACTED BY LICENSOR AS THEY MAY BE AMENDED FROM TIME TO TIME BY LICENSOR.

18. **NO WAIVER:** THE FAILURE TO INSIST UPON THE STRICT PERFORMANCE OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER OF LICENSOR'S RIGHTS HEREUNDER. NO PROVISION OF THIS AGREEMENT MAY BE DEEMED TO HAVE BEEN WAIVED BY LICENSOR UNLESS SUCH WAIVER SHALL BE IN WRITING SIGNED BY LICENSOR.

19. **MISCELLANEOUS:** IF MORE THAN ONE PARTY IS THE LICENSEE, EACH SUCH PARTY SHALL BE LIABLE, JOINTLY AND SEVERALLY, FOR LICENSEE'S OBLIGATIONS HEREIN. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF NEW JERSEY. THIS AGREEMENT SHALL BIND AND INSURE TO THE BENEFIT OF LICENSOR AND LICENSEE AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

20. **SEVERABILITY:** IF ANY TERM OF THIS AGREEMENT OR ITS APPLICATION THEREOF SHALL BE HELD INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT AND ANY OTHER APPLICATION OF SUCH TERM SHALL NOT BE AFFECTED THEREBY.

21. **ENTIRE AGREEMENT:** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RESPECTING THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE EXTENDED, RENEWED, TERMINATED, OR MODIFIED EXCEPT IN WRITING SIGNED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE DULY EXECUTED THIS AGREEMENT AS OF THE ABOVE DATE.

**LICENSOR: PRINCETON ITALIAN-AMERICAN
SPORTSMEN'S CLUB**

BY: _____

LICENSEE:

BY: _____

PRINCETON ITALIAN-AMERICAN
SPORTSMEN'S CLUB
RULES AND REGULATIONS

1. Must advise appropriate Club representative of details, staging and timing of the move-in and move-out and the person or persons who will supervise same and the vehicles and/or material handling equipment which will be utilized in connections herewith shall be coordinated and agreed to in advance by Licensor and Licensee.
2. The Space shall not be used for sleeping or lodging purposes nor, except as authorized, be used for cooking without licensor's prior, express, written consent.
3. All vehicles and/or material handling equipment supplied by or for Licensee for use in the Building shall be equipped with wheels which do not mark or mar the floor surface.
4. No vehicles or other equipment or displays which exceed the Hall floor load shall be brought or placed in the Building.
5. Licensee and/or its guests shall promptly and courteously comply with the directions of any personnel employed or used by Licensor or local authorities.
6. No advertisements, signs, handbills, or other visual media devices shall be placed outside or attached to the exterior of the Building without Licensor's prior, express, written consent.
7. Adhesive badges are prohibited. All identification badges shall be of a nature that they do not adhere to floor, wall or other surfaces of the Hall and surrounding areas.
8. Licensee shall arrange and pay for any emergency and/or medical services.
9. Admission of the public to the Rental shall only be allowed through designated entrances and corridors.
10. Vehicles not otherwise permitted in the Hall as part of the Rental or the move-in or move-out and animals shall not be allowed in the Hall except with Licensor's prior, express, written consent.
11. Floor, wall and roof load limits shall not be exceeded.
12. In the interest of public safety, Lessor may modify any terms or conditions of the Agreement or these Rules and Regulations and Licensee and all guests shall comply with such modifications.
13. Gambling is prohibited.
14. No confetti or rice shall be allowed to be thrown in the interior or exterior of the Club.
15. Parking of cars is allowed within the designated area of the Club grounds only. Parking outside the fenced area of the Club is prohibited. Any damage to property resulting from illegally parked cars will be the sole responsibility of the Licensee.