

EVENT DATE: \_\_\_\_\_

## RENTAL AGREEMENT

IT IS AGREED, by and between Deborah L. Sedrel owner of real estate located at 2162 262nd Street, Oskaloosa, Iowa, and \_\_\_\_\_, Renter.

That Sedrel hereby agrees to rent to Renter and Renter agrees to rent from Sedrel, the following barn located on the described premises situated in Mahaska County, Iowa, to-wit:

### "The Celebration Barn"

Property address: 2162 262nd Street, Oskaloosa, Iowa

Legal description: Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section Twenty-five, Township Seventy-five, Range Sixteen, running thence East 480 feet, thence South 330 feet, thence West 480 feet, thence North 330 feet to the place of beginning, subject to all easements and restrictions of record.

hereinafter referred to as the "the Celebration Barn," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Rental Agreement shall be from \_\_\_\_\_ M. on \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_ M. on \_\_\_\_\_, 20\_\_\_\_.

2. **RENT.** Renter agrees to pay to Sedrel, as rental for said term, as follows: \$ \_\_\_\_\_ plus sales tax, to be paid no later than \_\_\_\_\_, 20\_\_\_\_, for the use of the Barn located on Sedrel's property for

\_\_\_\_\_. Said rent shall be paid one half ninety (90) days prior to the rental period and the balance thirty (30) days prior to the rental period.

3. **DEPOSIT SECURITY.** At the time of execution of this Rental Agreement, Renter shall pay to Sedrel \$500.00 as a rental deposit for the use of the Celebration Barn. Said deposit will be returned Renter within 5 days of the end of the rental agreement provided the facility and property are not damaged and are left in a clean condition. In the event the barn or property requires cleaning or repair, Renter shall be responsible for the reasonable cost to repair any damage to the facility and/or the cost of cleaning if not cleaned at the end of the rental period, and if Renter does not pay, then Sedrel deduct the cost of repairs and cleaning and refund balance of deposit within 15 days after the completion of cleaning/repair, if any. Deposit of \$ \_\_\_\_\_ (check # \_\_\_\_\_) returned by Sedrel on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_. (To be filled out after cost of clean up and damage if any are determined after event.)

4. **DAMAGE.** In the event that the barn or property is damaged or left in an unclean condition, Renter shall be responsible for the reasonable cost to repair any damage to the facility and cost of cleaning. An itemized receipt for cost of repairs or cleaning will be provided by Sedrel to Renter within 15 days after the completion of the cleaning and repairs. Said cost to be deducted from the deposit with the balance, if any, to be refunded at said time. Renter shall pay any cost of repairs or cleaning exceeding the deposit within 10 days of receipt of itemization of said cost.

**5. USE-ABSENCES.** Unless otherwise agreed in writing, Renter shall occupy and use the Celebration Barn located on said above described property for (event) \_\_\_\_\_ only. Renter may bring/use any of the following on the property:

- a. Catering services
- b. Beverages (Renter to be responsible for dram shop liability insurance requirements if any alcohol is brought onto the premises).
- c. Sky lanterns
- d. Balloons
- e. DJ/music and speakers/live music

**6. PARKING.** Parking space for cars to be provided on property by Sedrel.

**7. RESTROOM FACILITIES.** Restroom facilities are provided by Sedrel.

**8. UTILITIES.** The following utilities/supplies shall be furnished and paid for by Sedrel: Electricity, Heat, Water, Garbage bags, and Trash Removal.

**9. Furnishings.** Sedrel will provide up to 30 round tables and 25 banquet tables and approximately 298 black chairs.

**10. MAINTENANCE BY LANDLORD.** Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Provide the Celebration Barn to Renter in a clean condition.

**11. MAINTENANCE BY RENTER.** Renter shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Keep that part of the premises that Renter uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all rubbish, garbage and other waste in a clean and safe manner.
- (d) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (e) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- (f) Return the barn to the condition it was in prior to Renter taking possession.

**(g) OUT OF RESPECT TO OUR NEIGHBORS ALL PARTIES SHALL TERMINATE/CEASE AT MIDNIGHT.**

**12. FIRE OR CASUALTY DAMAGE.** If the premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the premises is substantially impaired prior to the commencement of this Rental Agreement, then it shall terminate.

**13. PRESENT AND CONTINUING HABITABILITY.** Renter has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition.

use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition.

**14. INSURANCE.** Insurance for property and buildings on property shall be maintained by Sedrel. Renter is to obtain One Day Insurance Policy under Renter's homeowner's insurance. Renter shall retain liability due to any injuries or damage incurred on the property, unless such injures or damage are due to gross negligence or intentional misconduct on the behalf of Sedrel. Renter shall indemnify and hold Sedrel harmless for any injuries or damage sustained due to Sedrel or Renter's negligence. Renter shall be responsible to obtain dram shop insurance.

**15. CANCELATION.** If Rental Agreement is canceled by Renter unilaterally prior to 9 months before event, Renter forfeits deposit. If Rental Agreement is canceled by Renter unilaterally within 9 months before event, Renter shall remain liable for the full rental fee. Rental Agreement can be canceled at any time, upon the written agreement of both parties.

**16. ENTIRE AGREEMENT.** This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Sedrel and Renter.

**17. ADDITIONAL PROVISIONS.**

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Deborah L. Sedrel, Owner/ or  
William Rose, Manager

\_\_\_\_\_  
Renter (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Renter (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_