



# JUNIOR LEAGUE OF FORT SMITH

## Marble Hall Facility Rental Agreement - EXHIBIT B

### Marble Hall Facility Rules

*The Junior League of Fort Smith, Inc. ("Lessor") is excited to welcome you ("Lessee") to Marble Hall ("Facility"). These Rules and Policies are part of your rental contract.*

1. The Facility shall not be made available to any organization that practices discrimination based on race, religion, color, gender, national origin, sexual orientation, age, or condition of handicap. Lessor, in its sole and absolute discretion, reserves the right to deny use of the Facility to any individual or organization that does not comply with this policy.
2. A representative of the Junior League of Fort Smith will open the facility at the scheduled rental time and will be present 15 minutes prior to the end to close the facility. Lessee and any guests must not attempt to arm or disarm the building's security system.
3. The facility will open and close for Lessee according to the contracted hours for setup, rental time, and checkout. Unscheduled overtime is the amount specified in Exhibit A – Rental Fees.
4. The Lessee is responsible for the logistics of all equipment and/or other items needed for their Event. Items not owned by the Lessor, must be removed from the premises within the timeframe agreed upon by the Lessor and Lessee.
5. Registered service animals are allowed at the Facility per Americans with Disabilities Act (ADA) regulations.
6. If bar services (which includes the serving of alcohol) are needed for the Event, Lessee shall only be served by a licensed caterer or bartender holding all appropriate permits from the Arkansas Alcoholic Beverage Control Division. Additionally, Lessor, at its sole discretion, can require Lessee to provide evidence of liquor liability insurance, if alcohol is being distributed, consumed, or otherwise provided during the Event. If alcohol is provided at the Event, alcohol must still be served in full compliance with all applicable laws, ordinances, rules, and regulations. Do not serve or offer alcohol to anyone under the age of 21. Lessee agrees to indemnify and hold harmless the Lessor for any liability concerning Lessee's serving of alcohol on the premises.
7. No beer kegs are allowed on any floors throughout the Facility.
8. Any bar must close, and any alcoholic beverages must be secured no later than 15 minutes prior to the ending time of the event. Any band or other entertainment must also stop no later than 15 minutes prior to the ending time of the event.

9. Vendors hired or retained by the Lessee for the Event must indemnify, defend, and hold harmless Lessor, its officers, directors, employees, contractors, and agents from and against any and all demands to persons or property, losses and liabilities, including reasonable attorneys' fees arising out of or caused by the Vendor's negligence in connection with the use of the Facility.

10. While simple kitchen accommodations are made available to Lessee, the kitchen is not permitted for Commercial Use and any Caterer engaged by Lessee must prepare food offsite. Caterer is only allowed to deliver and serve the food.

11. Lessee must ensure any use of the kitchen is done safely and responsibly. Please ensure that you promptly turn off the oven, stove, microwave, and sinks after use.

12. If the Event includes music, be advised, noise regulations do apply. If the Event creates a disturbance due to high noise volume, Lessor has full authority to ask the Lessee to turn the entertainment down or off. If repeated disturbances are created, at Lessor's discretion, Lessee may be expelled from the Facility. In the event of disturbances to the point of expulsion, no portion of the Event costs will be refunded.

The City of Fort Smith Noise Ordinance Level Limitations:

7:00am to 11:00pm 75 dB(A)

11:01pm to 6:59am 70 dB(A)

13. Smoking is prohibited on the premises. Lessee will be subject to an additional charge if he/she and/or his/her guests, employees, or agents smoke in the building.

14. No candles or open flames are allowed on the premises. Flameless candles are permitted.

15. No decorations may be attached to the walls, woodwork, or ceilings.

16. No items, e.g., rice, birdseed, bubbles, confetti, glitter, rose petals, fog machines, bubble machines, or sparklers may be used on the premises. The premises includes the sidewalk and outdoor areas adjacent to the Facility.

17. Lessee is prohibited from bringing any illegal, dangerous, or offensive items or objects on the premises.

18. No tables, chairs or any other furniture or equipment shall be transported up and down the stairs and/or across the floors. Lessee will be charged for any damages to the building in an amount to be determined by the Lessor.

19. The Lessor is not responsible for any personal property or equipment brought onto the property by the Lessee and/or his/her agents, employees, or guests.

20. The Lessor is not responsible for loss or damage to automobiles or automobile contents while parked on or near the premises.

21. The Rental Agreement must be executed by the Lessor and Lessee AND the deposit received in order to reserve a date. No date will be held without the executed Rental Agreement including Exhibits and receipt of the deposit.

22. The rental time may not exceed 12 midnight except with the prior approval of the Junior League of Fort Smith President. Please also be aware of the additional charges for “odd hours” referenced in Exhibit A.

23. The Lessee is responsible for his/her guests, employees and agents and their observance of all rules and regulations specified by the Lessor.

24. Not abiding by the Facility rules could result in loss of some, or all, of the deposit, at the discretion of the Lessor.

25. No verbal agreements will be honored. Any addendum to the Agreement must be made in writing and signed by both the Lessor and the Lessee.

**LESSEE:**

I acknowledge the foregoing rules and agree to abide by and adhere to each listed rule.

\_\_\_\_\_  
Individual or Organization (Lessee)

\_\_\_\_\_  
Signature of Lessee’s Representative

\_\_\_\_\_  
Printed Name of Lessee’s Representative

\_\_\_\_\_  
Date