

# Rental Agreement

## New Jersey Maritime Museum

This rental agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the New Jersey Maritime Museum, a not for profit corporation of the state of New Jersey located at 528 Dock Rd., Beach Haven, New Jersey ( "NJMM" ) and \_\_\_\_\_ of \_\_\_\_\_ (the "User" ), who agree as follows:

**1. Purpose of Agreement:** This agreement sets forth the terms under which the "User" will be permitted to use the facilities of the NJMM for a private function.

**2. Facilities Agreement:** The facilities of the NJMM that are available for use pursuant to this agreement are the first and second floors, and the outside property. Any Insurance Certificates, required by the NJMM, shall be provided at least 15 days prior to the function.

**3. Terms of Use:** The facilities will be made available for the function scheduled to be held as follows in consideration for the payment of a donation, cleaning service fee, and security deposit to the NJMM:

- a. Date:
- b. Time and Duration:
- c. Number of Guests :
- d. Minimum donation for 4 hours or less : \$600
- e. Minimum donation for 4 -8 hours : \$1100
- f. Minimum donation for a longer duration : Negotiable
- g. Cleaning Service fee : \$250
- h. Security Deposit : \$200

**4. Time to Make Payment and Forfeiture Time:**

**a.** The entire donation shall be paid at the signing of this Use Agreement, which shall be no less than 15 days prior to the function. The donation shall be non-refundable.

**b.** The entire Cleaning Service Fee and Security Deposit shall also be paid at the signing of this agreement. If the function is cancelled, the Cleaning Fee and Deposit will be refunded in whole.

**5. General Conditions and Restrictions:** The user agrees to comply with the following general conditions and limitations.

- a. A representative of the NJMM shall be permitted at the function.
- b. The user agrees that it is responsible to leave the facilities in the same conditions as they were found. The user is responsible to undertake all aspects of cleaning within 12 hours of the

conclusion of the function unless otherwise arranged with the NJMM. If the user fails to clean the facility within the prescribed time frame, the Cleaning Service Fee shall be forfeit.

- c. Any damage shall be deducted from the security deposit and the remaining portion will be returned to the user.
- d. There shall be no smoking or burning of candles permitted in the premises at any time.
- e. The user is not permitted to move any displays without the express permission of the NJMM.

#### 6. Liability and Indemnification:

a. Inspection: The user has inspected the facilities and agrees that it is using them on an "as is" basis. The NJMM has made no representation or warranty as to the suitability of the facilities for the use to be made by the user.

b. Liability: The user assumes all risks and liabilities arising out of the use of the facility, whether or not covered by insurance, for loss or damage to the property or any portion thereof, and for injury or death of any person or damage to any property, whether or not such injury or death be with respect to agents or employees of the user or of third parties and whether such property damage be the users property or the property of others, which injury, death or damage is caused by the conduct of the user or it's officers, employees, or agents, regardless of whether or not the conduct was negligent.

c. Indemnification: The user hereby agrees to hold harmless the NJMM, and assumes responsibility for and agrees to reimburse the NJMM, for all liabilities, obligations, losses, damages, penalties, claims, actions, costs, and expenses ( including reasonable attorneys' fees ), of whatsoever kind and nature, imposed on, incurred by or asserted against the NJMM, that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the conduct of the user or it's agents, regardless of whether or not that conduct was negligent, to the maximum extent permitted by law.

7. Disputes and Legal Actions: Any dispute arising under this contract shall be adjudicated in the NJMM's local jurisdiction. The NJMM reserves the right to elect alternate forms of dispute resolution at any time, including but not limited to arbitration and mediation.

In Witness Whereof, the parties hereto have entered into the Agreement as of the date indicated in the first paragraph.

by: \_\_\_\_\_  
New Jersey Maritime Museum

by: \_\_\_\_\_  
User