

## Meeting Room Rental Agreement

Meeting Rooms On Demand (MROD) the Tenant and the Subtenant(Lessee) agree as follows:

<b>Group or Business Name:</b>		<b>Facility:</b>	<i>4510 Peralta Blvd Ste #4 Fremont, CA 94536</i>
<b>Contact Name (Subtenant):</b>		<b>Telephone:</b>	
<b>Street Address:</b>			
<b>City/State/Zip:</b>			
<b>Email:</b>			
<b>Contract Start Date:</b>		<b>Contract End Date:</b>	
<b>Rental Day(s) of Use:</b>		<b>Time of Use:</b>	
<b>Rental Fee:</b>		<b>Total Monthly:</b>	
<b>Rental Start Time:</b>		<b>Rental End Time:</b>	
<b>Emergency Contact:</b>		<b>Relationship:</b>	
<b>Emergency Contact Ph #:</b>			
<b>Event Description:</b>			

**PAYMENT:** The signed rental agreement and full payment is required to reserve room and date unless previously agreed in writing by Meeting Rooms On Demand personnel. **Rates and payments are non-refundable.**

I understand that the rental rates I am paying are a **non-refundable rental rate**. By making payment (full or partial) towards this rental I am reserving the specified day(s) & time(s). I understand that MROD will block this rental period for my use only. If I prefer a refundable rental rate I understand that rate will be 175% the standard rate.

I am choosing to pay the standard non-refundable rate: \_\_\_\_\_ **(signature required)**

I am choosing to pay a refundable rate of 175% of the standard rental rate & that any refunds or cancellations must be made in writing within 7 days of scheduled event. \_\_\_\_\_ (signature required)

**SET UP:** Tables, chairs, and equipment will be set up in a standard theater setting. Lessee can arrange the room to their needs and must return room to original setting before leaving, unless agreed otherwise with MROD. Lessee will be allowed access at least 30 minutes before the stated rental period to set up meeting. More time can be given if agreed upon in advance by MROD. Lessee will be allowed 30 minutes following the meeting to return facility to original setting and for reasonable care, cleaning, etc.

I have read, understand and will honor all rental terms and conditions of this rental agreement, including rental guidelines outlined on pages 2-3. I understand that MROD is only expected to provide services and equipment outlined and arranged for in this agreement. Any violation of this rental agreement or guidelines may result in the loss of room use in the future. I understand that the agreement is perpetual, and this agreement and guidelines will cover all future rentals, unless a new agreement is signed.

<b>Subtenant</b>		<b>MROD Personnel</b>	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

# Rental Guidelines

**PARKING:** Subtenant and guests of the Subtenant may use the parking lots free. Off street parking is available. MROD & property owners assume no liability to vehicles, contents or passengers due to damage, negligence, vandalism or theft.

**The rental is for the meeting room only.** The parking lot and premises are not to be used in any way, other than their intended purposes. No loitering is allowed in the parking lot area or premises at anytime. Subtenant will make every reasonable effort to assure that their guests, employees, and agents also abide by these rules. Violation of this policy may lead to immediate termination of rental without a refund. This is out of respect for our neighboring businesses.

**ALCOHOL, SMOKING AND TOBACCO USE IS PROHIBITED:** The consumption or use of alcohol and /or tobacco products is strictly prohibited in the buildings and on the grounds. Subtenant shall take all reasonable steps to ensure compliance with this provision. Violation of this policy may lead to immediate termination of rental without a refund.

**NO ILLEGAL DISCRIMINATION:** Subtenant agrees that it will not discriminate against any person or persons because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age in any manner relating to the leased premises.

**REASONABLE CARE IN USE OF PREMISES:** Subtenant shall use reasonable care in its use of the leased premises and shall observe reasonable precautions to avoid damage to the leased premises. Subtenant shall not use the leased premises in any manner that poses an unnecessary hazard to the building or its occupants. If any damage to the building, property or equipment is caused by Subtenant or Subtenant's guests or employees, then Subtenant shall be liable for the cost of such repairs or replacements as are necessary. Any damage or equipment issues should be reported immediately to MROD staff. Meeting rooms can only be used for approved purposes. Nothing should be attached to the walls, ceiling, or any fixtures. Painters tape can be used to post up posters, signs, etc during your meeting and should be taken down before leaving. No candles or confetti are allowed. Subtenant and its guests should use the trash and recycling receptacles. No used materials should be left in meeting rooms.

**FOOD & DRINKS:** It is our preference to have no food in the meeting room. However, if previously agreed upon, we will allow food during your rental period if reasonable care is taken to keep the meeting facility clean. Reasonable care includes; taking out all trash after the stated rental period to the dumpster outside and replacing the trash bag, cleaning and/or vacuuming up any food remnants. An administration fee will be added to any meeting that will include food to assure the room is left in proper condition. In the event that this reasonable care has not been taken, there will be a cleaning charge no less than \$50. Once it is found that reasonable care has not been taken, this cleaning charge will also be included in all future rentals for Subtenant that will include food. Beverages are welcome only in containers with a lid, unless otherwise agreed upon. Subtenant agrees to give reasonable care to any spills of beverages during the rental period.

**THEFT, VANDALISM:** Subtenant is responsible for any loss of or damage to any furnishings or equipment as a result of theft or vandalism caused by Subtenant, its guests, employees or agents.

**CONFLICT OF INTEREST:** MROD reserves the right to refuse rental services to competitor businesses and organizations.

**HOLD HARMLESS AND INDEMNIFICATION:** Subtenant agrees to indemnify, defend, and hold harmless the officers, agents, and employees of Meeting Rooms On Demand LLC (Tenant) and property owners, from and against any and all liabilities, damages, costs, expenses (including all attorney's fees and expenses), causes of actions, suits, claims, demands, or judgments of any nature including subrogation claims arising out of or in connection with Subtenant's use and occupancy of leased premises. This clause does not include claims arising out of the intentional, willful, or wanton misconduct of MROD, its officers, agents, or employees.

**CHOICE OF LAW:** This Lease shall in all respects be governed by the laws of the State of California.

**NUMBER OF OCCUPANTS:** Subtenant agrees that the occupancy of the rented meeting room shall not exceed reasonable occupancy levels. The amount of supplied chairs determines reasonable occupancy levels.

**REPAIRS:** Subtenant shall be responsible for excessive cleaning and repairs to the interior and exterior of the building, for repairs required through damage caused by Subtenant, its guests, employees or agents.

**ANIMALS:** Subtenant and guests shall keep no domestic or other animals in or about the leased facility or on the leased premises or parking lot without the prior, express, and written consent of Meeting Rooms On Demand LLC.

**ATTORNEY FEES:** In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

**INSURANCE:** In the event of an insurable event, any insurance held by the Subtenant shall be the primary insurance.

**PERPETUAL AGREEMENT:** This rental agreement is perpetual and all agreements will be in force for any future rentals. The agreements of this rental agreement will cease once a new rental agreement is signed by both parties.

**OVERTIME:** If the Subtenant's meeting/event goes beyond the rental end time outlined above, a \$50 fee will be charged for the first overtime hour, \$100 for the second hour, and \$200 for the third hour. Half day rate is for rental periods up to four hours and full day is defined as rental periods ending at 5:30pm, unless other agreement has been made with MROD.

**LOITERING:** Subtenant understands that no loitering in the parking lots or premises is allowed at anytime. This applies to the Subtenant, its guests, employees or agents. This is out of respect for our neighboring businesses.

**NOISE AND ODOR:** Subtenant understands that our facility is located in an office building and that only reasonable levels of noise are allowed. Subtenant shall not make or permit any noise or odors that may interfere with other persons having business within the building. While the playing of any music or singing, the Subtenant agrees to shut BOTH entrance doors to minimize any disturbance. No loitering outside of the facility is permitted. This applies to the Subtenant, its guests, employees or agents. This is out of respect for our neighboring businesses.

**GLITTER:** The use of glitter during a meeting is prohibited unless Subtenant has approval, in advance, from MROD.

**PHOTO RELEASE:** Occasionally, MROD photographs rental events. By signing this agreement, the Subtenant releases the use of event photos and videos of attendees 18 and over for marketing and media purposes.

**VIDEO SURVEILLANCE:** Our facilities are under 24 hr recorded surveillance for the safety of our guests and to assure compliance with rental agreements. This surveillance can be used to prove compliance or non-compliance with rental agreements. By signing this agreement, the Subtenant releases the use of such footage for these purposes. MROD agrees to only use this footage for security purposes and purposes that may arise to prove compliance or non-compliance to rental agreement, including property damage and theft.

**TAMPERING WITH MROD PROPERTY & DEVICES:** Our facilities use several electronic devices that are necessary for the normal operation and monitoring of our facilities. This includes, but is not limited to: surveillance cameras, electronic door locks, wireless internet, etc. These devices are not to be tampered with, modified, covered up, etc. This includes any activity or action that may prevent them from functioning as normal. This applies to the Subtenant, its guests, employees or agents. By violating this policy, the Subtenant will be held liable for damages, loss and/or repair. Violation of this will also be considered a revocation of this contract agreement, and may lead to loss of privileges at all MROD locations as well as immediate termination of rental agreement without refund.

**PASS CODES:** During each rental period the Subtenant will be given a pass code to enter the facility. This pass code allows access during the rental period. Unless otherwise agreed upon with MROD, this pass code should not be shared with anyone other than the Subtenant. **By signing this agreement, the Subtenant agrees to not share this pass code or allow their guests to occupy the rental unless the Subtenant is present at the facility.**

<b>Subtenant (Person using the facility)</b>		<b>MROD Personnel</b>	
Name:		Name:	
Signature:		Signature:	
Date:		Date:	
<b>Other Subtenant (If reservation is paid by someone other than Subtenant listed above)</b>			
Name:		Title	
Signature		Date:	