



# MEMBER AGREEMENT OF LEASE

Lessor: The Miami Boat Club, Inc., and Ohio Non-Profit Corporation, with offices, and clubhouse facilities, at 6071 Second Street, PO Box 210, Miamiville, Ohio 45147.

Lessee(s): Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_ e-mail: \_\_\_\_\_

**Terms & Conditions:**

Date of Lease: \_\_\_\_\_ Number of People: \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_ Total Due: \$ \_\_\_\_\_

**Rental Fee:** **Fifty percent (50%) of Rental Fee is due as a deposit upon signing of this contract.** The remainder is due no less than thirty (30) days prior to date of lease. In the event of cancellation, a full refund will be made if sixty (60) days advance notice is given to the club office. If less than sixty (60) days of written notice is given, the fifty percent (50%) deposit will be forfeited, unless the club is able to re-lease the premises for the date of lease.

**Use of Facilities:** The club facilities may be used and occupied for any lawful purpose and Lessee(s) specifically agrees not to use any part of the premises for any unlawful, disruptive, disreputable, or hazardous purpose or for any purpose that will constitute a public or private nuisance.

There shall be no assignment or sub-letting of this lease without the prior consent of the Lessor. The facilities of the Club may be leased for private functions only; at no time may it be leased for activities open to the public.

If the Club's facilities are leased for a function involving primarily teenagers or young adults or minors, Lessee(s) specifically agrees to provide adequate chaperons and/or security services to insure that safety and proper decorum is maintained.

**Responsibilities:** The Miami Boat Club, Lessor, agrees to turn over its facilities to Lessee(s) in the state of reasonable or good repair and cleanliness with functioning water, lighting, and kitchen facilities; Lessee(s) agrees to return the facilities in a similar condition.

**Damage:** Lessee(s) will take reasonable precautions to avoid damage to the buildings, improvement, furnishings, and all other property of the Lessor. In the event of damage, Lessee(s) will pay for all repairs, replacements, or other costs incurred to return the club to its original state. Driving nails, staples, etc. drilling holes in, or adhering materials or paint to any part of the premises is strictly prohibited.

**Liability:** Lessor shall not be liable for any personal injury to Lessee(s) or anyone or anything on the premises through or under Lessee(s) or for any damage to any property of Lessee(s) irrespective of how such injury or damage may be caused.

Lessee(s) shall indemnify and save harmless Lessor from all expenses and damages arising out of Lessee(s) use of the premises. In the event that any action or proceedings shall be brought against Lessor by reason of any claim arising out of Lessor(s) use of the demised premises, Lessee(s), upon written notice from Lessor, shall at Lessee(s) sole cost and expense, resist or defend same.

**Signing:** This lease must be signed and returned, along with the fifty (50%) deposit, within seven (7) days of receipt. Failing this, it will be assumed that the lease date is not desired and Lessor will be free to rent the premises to others.

This agreement is entered into by and between:

Lessor: Miami Boat Club

Lessee(s): Adult Signature Required

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_