



## DINING HALL RENTAL AGREEMENT

**THIS DINING HALL RENTAL AGREEMENT** (this “**Agreement**”) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between Gloucester County Club (“**GCC**”) and \_\_\_\_\_ (“**Renter**”), \_\_\_\_\_ [Address], for the dining hall located in GCC’s facility at 121 Wentworth Avenue, Harmony, RI (the “**Premises**”).

### WITNESSETH:

**WHEREAS**, GCC is the owner of the Premises;

**WHEREAS**, Renter will use the Premises for \_\_\_\_\_, and no other purpose; and,

**WHEREAS**, GCC wishes to rent the Premises to Renter on the terms and conditions set forth herein.

**NOW, THEREFORE**, the parties hereto, for themselves and their respective successors and permitted assigns, in consideration of the premises and the covenants hereinafter contained, and recitals above, which are incorporated by reference herein, the receipt and sufficiency of which are hereby acknowledged, do covenant and agree as follows:

1. **Agreement; Term.** GCC rents to Renter, and Renter accepts from GCC the Premises, on the terms and conditions set forth herein, commencing at \_\_\_\_\_ [Time] on \_\_\_\_\_, \_\_\_\_ 2023 and terminating at \_\_\_\_\_ [Time] on the same day, as provided herein.

2. **Use of Premises.**

(a) Renter shall use and occupy the Premises solely for the purpose of \_\_\_\_\_. Renter shall comply with applicable laws and regulations relating to Renter’s use of the Premises. Renter shall use the Premises in a careful, safe and proper manner, shall leave the Premises in a clean and sanitary condition after Renter’s use, and shall not commit or permit any nuisance or waste on or in, or about, the Premises.

(b) Renter may not have or maintain any pets or other animals on the Premises or the Property.

(c) Renter may not use or introduce any tobacco or vaping products, firearms, or drugs on the Premises. Smoking is strictly prohibited in the Premises.

(d) Renter and its guests and invitees are strictly limited to use of the Dining Hall, and shall not enter or use any other area of the Property, including but not limited to the lower floor of the club house or golf course.

(e) Renter will abide by all rules and regulations that GCC may promulgate from time to time, at GCC's sole, subjective discretion.

3. **Rent.** Renter shall pay rent of \$400.00, which is non-refundable, with payment due upon Renter's execution of this Agreement. **TIME IS OF THE ESSENCE WITH RESPECT TO ALL OBLIGATIONS CONTAINED IN THIS AGREEMENT.**

4. **Damage Deposit.** Renter shall also make a damage deposit of \$100.00, with payment due upon Renter's execution of this Agreement, to ensure Renter's compliance with Agreement, and most particularly, Section 2 hereof. GCC may apply the damage deposit or any portion thereof to remedy any breach of this Agreement by Renter, and shall return the full or partial balance of the damage deposit, if any, within thirty (30) after the completion of Renter's use of the Premises.

5. **Board Approval.** This Agreement is contingent upon approval by the GCC Board of Governors. If the Board of Governors does not approve this Agreement, Renter's payment and damage deposit will be returned immediately.

6. **Catering Right of First Refusal.** The current kitchen manager has right of first refusal on catered events. A menu must be finalized at least 30 days prior to the event. If the manager declines, you may use and pay for your own caterer. You must then provide all of the items necessary for the event including, but not limited to: dishes, glassware, and utensils. You may not use the kitchen as entry is prohibited. Table linens are not supplied for any event whether catered by current kitchen or outside caterer.

7. **Renter Alterations.** Renter shall not make any changes or alterations to the Premises.

8. **Sublease or Assignment.** Renter shall not have the right to sublease or assign this Agreement or any part thereof.

9. **Representations and Warranties.** Renter is expressly renting the Premises in its existing condition "as is, where is, and with all faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of GCC with respect to all facts, circumstances, conditions and defects except those expressed in this Agreement.

10. **Indemnification.** Renter shall indemnify GCC and save GCC harmless from and against any and all claims, liability and expense for loss or damage suffered by GCC because of (i) the negligence, or willful misconduct of Renter, its agents, contractors, employees or invitees; (ii) any act or occurrence on the Premises, including without limitation, personal injury or Premises damage as a result of Renter's activities at the Premises, except to the extent caused by the gross negligence or willful misconduct of GCC, its agents, contractors or employees; and (iii) any breach of this Agreement by Renter, its agents, contractors or employees. Renter's obligations under this Section shall survive the termination of the Agreement.

11. **Access By GCC.** GCC or GCC's agent shall have the right to enter the Premises at anytime during Renter's use thereof.

12. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Premises and shall supersede any other agreements between the parties concerning this matter, whether oral or written. Renter acknowledges that neither GCC nor its Agents nor any broker has made any representation or promise with respect to the Premises except as expressly set forth herein. This Agreement shall not be modified, cancelled or amended except by written agreement, signed by both parties. The submission of this Agreement or some or all of its provisions for examination does not constitute an option or an offer to enter into this Agreement, it being understood and agreed that neither GCC nor Renter shall be legally bound hereunder unless and until this Agreement has been executed and delivered by both GCC and Renter, and then subject to the conditions hereof.

14. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island, except for the portion of such laws having to do with conflicts of laws. **RENTER EXPRESSLY WAIVES THE RIGHT TO A JURY TRIAL REGARDING ANY ISSUES REGARDING THIS AGREEMENT, ITS OCCUPANCY OF THE PREMISES, OR ANY OTHER DISPUTE WITH GCC.**

15. **Notices.** All notices shall be in writing addressed to the party at the address contained in the prefatory paragraph above, or at any other address that the party may designate in writing for the purposes of notice.

16. **Attorney's Fees and Costs.** Renter shall pay to GCC all of GCC's reasonable attorney's fees and costs with respect to enforcement of this Agreement and collection of any amounts due thereon.

17. **Dispute Resolution.** The parties agree that they will attempt to amicably resolve any dispute regarding this Agreement or Renter's use of the Premises prior to bringing suit.

18. **Waivers.** No waiver by any party of a breach of any provision of this Agreement, and no failure by any party to exercise any right or remedy relating to a breach of any provision of this Agreement, shall (a) constitute a waiver or relinquishment for the future of such provision, (b) constitute a waiver of or consent to any subsequent breach of such provision, or (c) bar any right or remedy of such party relating to any such subsequent breach. The exercise by any party of any right or election under this Agreement shall not preclude such party from exercising any other right or election that it may have under this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date first above written.

GCC:

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

RENTER:

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

Once signed, Return this Agreement to [Mmbrodeur@cox.net](mailto:Mmbrodeur@cox.net)