

300 S. Perry Street ~ Dayton, Ohio 45402 ~ 937.223.4356 ~ www.tajmagaraj.com

RENTAL AGREEMENT

Rental Guidelines Renters Initials___

All groups or individuals requesting to reserve space at the Taj Ma Garaj ® must complete the Rental Agreement. The Rental Agreement must be signed on behalf of the individual or group entering into the Rental Agreement, hereinafter referred to as the "Renter". The Taj Ma Garaj ® reserves the right to reject the Rental Agreement for activities or events deemed not in the spirit of the Taj Ma Garaj ®, or in the best interest of the protection and security of the building, contents and general public. The "Renter" shall return the signed agreement along with a 50% deposit within 60 days of requesting the room to be reserved. The balance of the rental fee is due 30 days prior to the scheduled event. Event cancellations must be received electronically or in writing 45 days prior to the scheduled event date to receive a full refund of the deposit. Cancellations less than 45 days but more than 30 days prior to the event will result in a 50% refund of the deposit. Cancellations 30 days or less prior to the event will result in complete loss of the deposit.

Food and Beverage Requirements

Renters Initials

When food and/or beverage are a component of a sanctioned event, only an approved caterer may be used as carry in food or beverage is prohibited. The "Renter's" caterer; its agents, designees and/or employees, are required to remain until the end of the scheduled event and are responsible for its cleanup. Please review the exclusive caterer's list and contact them directly.

Alcoholic Beverages

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The consumption, sale or use of alcoholic beverages is prohibited unless specifically permitted by the Taj Ma Garaj ®. If such approval is granted, only the caterer, its authorized agents, designees or employees may dispense or serve alcoholic beverages at the Taj Ma Garaj.

A State of Ohio F- 2 Liquor Permit and an additional liquor liability waiver are mandatory should alcohol be sold at the Taj Ma Garaj. It is required that the caterer and all groups or individuals abide by all current Ohio Liquor Laws and assume all responsibility for violation of said laws. Serving of alcohol will terminate no less than 30 minutes prior to the event ending time and the caterer reserves the right to refrain from serving any individual based on behavior or actions related to intoxication or suspected intoxication. Alcohol is to be confined to the rental area(s) and must not leave the premises. The "Renter" is responsible for assuring their guests arrive home safely.

Event Accessory Rentals

Renters Initials

Tables, chairs, china, event accessories and linens are the "Renter's" responsibility. They are available *only* through Prime Time Party Rental, 937.296.9262, at the "Renter's" expense.



Insurance Renters Initials

The "Renter" is required to have liability coverage specific to the permitted event. Each insured shall be considered primary with regards to any insurance maintained by the Taj Ma Garaj ® and shall name the Taj Ma Garaj ® as additional insured and provide coverage for bodily injury (including loss of life) and property damage. A "Certificate of Insurance" listing the Taj Ma Garaj in the amount of no less than one-million dollars, must be submitted to the Taj Ma Garaj ® no later than 15 days prior to the event with said certificate must contain a 10-day notice of cancellation provision. Individuals or groups should contact their homeowners, renters or business insurance for appropriate coverage.

Maintenance and Security

Renters Initials

Event set up is to be coordinated with a Taj Ma Garaj ® representative prior to the event date. In the event that any part of the rented facility or contents are damaged by the "Renter" or event attendees, the "Renter" will be fully responsible for reimbursing the Taj Ma Garaj ® for any and all costs associated with returning the cars, facility or contents to their original condition inclusive of any expenses incurred in recovering said sums including reasonable attorney's fees. The Taj Ma Garaj ® is not responsible for lost, stolen or damaged personal equipment.

<u>Indemnification</u> Renters Initials___

The "Renter" reserving space(s) at the Taj Ma Garaj ® agrees to indemnify, hold harmless and defend the Taj Ma Garaj ® against any and all claims, damages, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from any breach or default on the part of the contracting party in the performance of any of the terms and conditions of this document or arising from any act of negligence or fault of their guests. Further, the "Renter" agrees that in the event they require their guests, licenses, or participants to execute a waiver, release or form concerning the "Renter's" liability to such individuals, or causes such form to be delivered to the "Renter", the contracting party shall also include the Taj Ma Garaj ® as a party to such waiver, release or form, to the same extent and capacity as the "Renter".

Immediate Event Termination

Renters Initials

Violations of the "Facility Use Policies" or any action(s) deemed to be serious in nature that creates an unsafe environment or a threat to any person(s) and/or property may result in the immediate termination of the event. In the event of such a termination, there will be no refund of any fees paid by or to the "Renter".



Facility Use Policies

Renters Initials

- The scheduled event must be in compliance with all federal, state and local laws.
- The "Renter" is responsible for their guests' behavior.
- Only the "Renter's" guests 18 years and older are permitted to use the dart boards and pool tables when renting the "Taj Lounj".
- The relocation of vehicle(s) is strictly at the discretion Taj Ma Garaj ® and may result in additional charges.
- Placement of tables and chairs are at the preference of a Taj Ma Garaj ® representative.
- Smoking is prohibited in the buildings' interior or on the "Upper Deck". Guests wishing to smoke must do so outside the building entrances and not block or congregate in doorways. Cigarettes, cigars or pipe tobacco must be discarded in designated receptacles.
- Draft or keg beer is not permitted in the interior of the Taj Ma Garaj ®.
- Self-service beverage bars, fill'n chills and ice tables are prohibited.
- No bubbles, loose balloons or open flames are allowed. Smokeless, dripless candles are permitted and must be inside a fireproof container. Balloons are permissible if tied down.
- Taj Ma Garaj ® displays, materials, pictures or posters may not be covered or removed.
- Decorations or other items may not be attached, glued, stuck or taped to the display cases, floors, any other structures or walls
- All decorations, equipment and other items provided by or for the "Renter" are to be removed immediately following the event.
- No one is permitted behind the roped off areas in the Taj Ma Garaj ®.
- The use of the conveyer, computer, fax machine, office equipment or phone is prohibited.
- Nothing is permitted on top of the display case(s) or vehicles.
- The Taj Ma Garaj ® is equipped with security cameras throughout the facility.
- Fixed coat racks are only provided in the Midwest and West Wing.

THE DOORS TO THE TAJ MA GARAJ® <u>WILL NOT BE OPENED</u> BEFORE THE START TIME LISTED BELOW. EVENING EVENTS MUST BE COMPLETED BY 1 AM. ANY EVENT THAT EXCEEDS THE TIME LISTED BELOW IS SUBJECT TO AN ADDITIONAL CHARGE OF \$200 OR ANY PART THEREOF.

Renters Initials



RENTAL AGREEMENT

Name:		City:		
Address:				
State and Zip Code:				
Event Date:	Event Start Time: _	AM / PM	Event End Time:	AM / PM
A major credit card is not incur any charges left as delivered, in cl	s provided the facili	ty, cars, disp	-	
Credit Card Type: Visa	a / MC (Circle One)			
Number:		Exp:	/ CVV #:	
Name as it appears on	the card:			
The rental rate shall be \$	for renting	the following a	reas:	
A security deposit of \$ _	is due within 60	days of the tim	e of booking.	
I understand and agree to	all of the terms and co	onditions of the	Rental Agreement.	
Renter's Signa	ture		Γaj Representative	
Printed Name			Date	
Date				