

The Radio Room

KAFM RADIO ROOM & GALLERY SPACE RENTAL AGREEMENT

This lease is made and entered into by and between Grand Valley Public Radio Company, Inc., hereinafter referred to as the "Owner" and Western Anglers/Trout Unlimited, hereinafter referred to as the "Tenant" this 29th day of October, 2018.

RENT: \$100.00 due from TENANT as RENT for the period from 4:00 pm on November 15, 2018 through 9:00pm on November 15, 2018. Other charges apply as detailed below and will be invoiced separately.

The TENANT hereby offers to rent from the OWNER the premises situated in or near the City of Grand Junction, county of Mesa, state of Colorado described as: The Radio Room, 1310 Ute Avenue, Grand Junction, CO. 81501, hereinafter referred to as the "Premises", upon the following terms and conditions:

OTHER SERVICES: projector, screen, microphone- \$40.00

DAMAGE DEPOSIT: \$100.00 damage deposit is due at the time of the contract being issued. This deposit is NOT part of the RENT, and will be refunded after the event.

USE: The Tenant agrees that the Premises shall have a maximum occupancy of 80. The premises are to be used as a rental for Banquet/presentation (name of event/activity).

PAYMENT: Rent and damage deposit are due in advance of use of the Premises. The rent shall be payable to Grand Valley Public Radio Company, and is due prior to tenant taking possession of the room.

CONDITION OF PREMISES: The Tenant acknowledges that the Premises are in good order and repair unless otherwise noted in a written report at the time of occupancy.

ROOM RULES: The Tenant, his family and invitees or guests agree to abide by the conditions detailed on the attached "Radio Room at KAFM Use Agreement".

PETS: Absolutely no pets shall be permitted on the Premises including pets belonging to your guests unless the animal is a certified service animal.

MAINTENANCE, REPAIRS AND ALTERATIONS: The Tenant shall keep the Premises in clean, good condition and repair. The Tenant agrees to make no alterations to the premises. All chairs and tables will be considered a part of the Premises. Repairs due to damage caused by the Tenant shall be charged to the Tenant, and deducted from the security deposit. If the cost of cleaning and or repairs exceeds the Security deposit, the Tenant agrees to pay the



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Owner any charges commensurate with the cleaning and or repairs. The Tenant agrees to abide by all laws, governmental regulations and ordinances affecting these Premises. The Tenant agrees to keep all equipment, appliances, fixtures and furnishings therein in a good and clean manner and the Tenant shall surrender the Premises in as good a condition as received, at the end of this term, with the exception of normal wear and tear.

DEFAULT: Any failure by the Tenant to pay rent when due, or perform any term or condition contained in this Agreement, shall, at the option of the Owner, terminate all rights of the Tenant hereunder. In the event of default by the Tenant, the Owner, at his sole discretion, may elect to continue the lease in effect and enforce all rights and remedies hereunder, including but not limited to the right to recover rent, or terminate the Tenant's rights hereunder and recover from the Tenant all damages incurred by reason of breach of the lease, including the cost of recovering the Premises, collection costs and reasonable court costs and attorney's fees.

INSURANCE AND INDEMNIFICATION: The Tenant is responsible for securing insurance for loss of their personal property as well as protection against any liability that might occur during the occupancy of the Premises. The Owner shall not be liable for any damages or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or in any common area thereof. The Tenant agrees to hold the Owner harmless for any claims for damages related to the Premises no matter how caused.

ALCOHOL: If alcohol is desired during the event, Owner may sell and serve beer and wine, upon advance mutual agreement. All proceeds for alcohol sales shall belong to Owner. No alcohol of any kind may be brought onto the premises by Tenant or any attendee.

WAIVER: No failure of the Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of the Owner's right to the full amount.

ENTIRE AGREEMENT: The foregoing and the attachment "Radio Room at KAFM Use Agreement" constitute the entire agreement between the parties and may be modified only by a written statement signed and dated by both parties.

Total Fee including rent plus other services: \$140.00 + \$100.00 deposit

Signed: _____ Date: _____

Owner/Agent Name: _____

Grand Valley Public CO, Inc. • 1310 Ute Avenue • Grand Junction, CO. 81501

Signed: _____ Date: _____

Tenant Rep: _____ Tenant Name: _____

Address: _____ Phone: _____

