

**CODAC, INC.**  
**CONFERENCE ROOM – MEETING ROOM - TRAINING ROOM**  
**RENTAL AGREEMENT**

**THIS RENTAL AGREEMENT** (“Agreement”) for a portion of the building located at 45 Royal Little Drive, Providence, Rhode Island (“Facility”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CODAC, Inc. (“CODAC”) and \_\_\_\_\_ (“Lessee”).

**1. Rental Information:** Lessee represents the following:

- a. **Lessee’s Company name:** \_\_\_\_\_
- b. **Contact Person for Lessee:** \_\_\_\_\_
- c. **Lessee’s address:** \_\_\_\_\_
- d. **Contact Person information:** Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Cell phone: \_\_\_\_\_

**2. Space Rented:** Lessee agrees to lease the \_\_\_\_\_ (the “Rental Space”).

**3. Date of Rental:** Lessee shall be entitled to occupy the Rental Space on the following dates of the year 20\_\_ : \_\_\_\_\_ from \_\_\_\_\_ (the “Rental Period”).  
*Unless otherwise specified herein, the time for the start and end of the Lessee’s use of the Rental Space shall begin at \_\_\_\_\_ and end at \_\_\_\_\_ (all times are inclusive of set-up and clean-up).*

**4. Responsibility Party:** The Contact Person (Paragraph 1b above) agrees to act as a contact person for Lessee and shall be personally responsible to ensure that all the terms and conditions of this Agreement are fulfilled by the Lessee.

**5. Facility Coordinator:** CODAC shall name a representative (“Facility Coordinator”) who will coordinate and represent CODAC in relation to all matters pertaining to the Rental Period of the Rental Space.

**6. Rental Charge:** The Rental Charge shall be \$ \_\_\_\_\_ plus a refundable (subject to the terms of paragraph 9) damage deposit in the amount \$250.00 (the “Damage Deposit”). The Rental Charge (exclusive of the Damage Deposit) shall include room rental, tables and chairs.

**7. Terms of Payment:** One half (1/2) of the Rental Charge is payable upon execution of this Rental Agreement and shall accompany a copy of this Rental Agreement signed by Lessee or its duly authorized representative. The remaining balance shall be due no less than thirty (30) days prior to the date of Lessee’s event. If this Rental Agreement is signed by Lessee less than thirty (30) days prior to the event, then full payment of the Rental Charge and Damage Deposit is required upon execution of the Rental Agreement.

**8. Funds Recovery:** If Lessee's check(s) is returned or credit card declined for insufficient funds, Lessee shall be promptly notified thereof. Lessee shall present CODAC with full payment of the Rental Charge and Damage Deposit in cash, money order, or certified check within twenty-four (24) hours of notification plus a thirty-five dollar (\$35.00) fee or this Rental Agreement and any and all obligations of CODAC hereunder shall be deemed null and void and of no further force and effect. Further any and all amounts paid by Lessee to CODAC shall be forfeited by Lessee and CODAC shall have the immediate right to rent the area to another party without any requirement of set-off or mitigation.

**9. Damage Deposit:** In addition to the Rental Charge, Lessee shall pay to Lessor a Damage Deposit of Two Hundred Fifty and 00/100 Dollars (\$250.00) at the time the Rental Agreement is executed. Following Lessee's event CODAC shall promptly make a damage assessment and any portion of the Damage Deposit not reasonably required to compensate CODAC for damage will be refunded not later than thirty (30) days following the event. Lessee will be liable to CODAC for immediate payment of any damages incurred by Lessor in excess of the Damage Deposit. In the event of damages in excess of the Damage Deposit, CODAC shall reasonably itemize all of the damages in writing to Lessee who shall indemnify CODAC within ten (10) days of receipt of written notice of the excess damages.

**10. Insurance:** Lessee shall, in addition to the requirements of paragraph 15 below, provide to CODAC not less than ten (10) business days prior to Lessee's event a Certificate of Proof of General Commercial Liability in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) naming CODAC as an additional insured. If Lessee fails to timely provide the proof of insurance then CODAC shall cancel the event and retain any and all amounts paid to CODAC under this Rental Agreement. **CODAC shall have the right in its sole discretion to determine whether or not the policy is written through a company that is acceptable to CODAC.**

**11. Cancellation and Refunds:** Monies received by CODAC as part of the Rental Agreement are refundable to Lessee only if written notice of cancellation is received by CODAC from Lessee no less than thirty (30) days prior to Lessee's scheduled event. If the notice is less than thirty (30) days but more than ten (10) days prior to Lessee's scheduled event, then one-third (1/3) of the total Rental Charge and Damage Deposit paid to CODAC will be refunded. If less than ten (10) days notice of cancellation is provided by Lessee, then no monies shall be refundable to Lessee. If CODAC is unable to perform the terms of the Rental Agreement as a result of any act, occurrence, or event beyond the reasonable control of the CODAC, and not the result of the sole and gross negligence or intentional misconduct of the CODAC, then CODAC shall not be subject to any claim for any damages, actual or consequential, including, without limitation attorneys' fees, costs and expenses, for its contractual noncompliance but shall be liable only for refunding Lessee's Rental Charge and Damage Deposit based on the amount of notice provided.

**12. Space, Equipment and Services:** Tables and chairs and their setup, (without any table covers, tableware, and decorations) are included in the Rental Space and their use is included with the Rental Charge. Lessee's Contact Person must advise the Facility Coordinator of the

anticipated number of attendees for the event not less than ten (10) business days prior to the event and provide a guaranteed number of attendees two (2) business days prior to the event. Upon request, CODAC may (but shall not be obligated to) provide audio-visual and other special equipment at the option of the CODAC, subject to separate charges which charges shall be paid at the time the arrangements are made. Arrangements for such equipment must be made between the Facility Coordinator and Contact Person. A credit card imprint is required for all equipment rentals. If provided by CODAC, Lessee is fully and solely responsible to maintain and return any such leased special equipment in the same condition it was provided.

**13. Compliance With Noise Regulations:** During CODAC's normal business hours, no event in the Facility shall be conducted in a manner that interferes with the normal business operations of CODAC and its employees. Lessee is responsible to ensure that if the event involves the use of loud music, loud speaking or any high-decibel sounds that the noise level is maintained low enough so as not to interfere with the surrounding Facility areas and neighborhood. During any event all doors of the Rental Space shall remain closed to minimize the permeation of the sound to the outside of the Rental Space and Facility. A representative of CODAC may be present to provide oversight during any event to ensure compliance with noise and all other contract provisions. If offensive noise continues after the Facility Coordinator warns Lessee of the necessity to quiet the noise, the Facility Coordinator has authority to terminate the event. Failure to so terminate the event following notice by the Facility Coordinator shall be a substantial breach of this Agreement and shall constitute authorization for the Facility Coordinator to request assistance from the appropriate law enforcement agency to assist in facilitating the termination of the event. If the event is terminated as describe above, Lessee shall not be entitled to any refunds, prorated or otherwise.

**14. No Smoking:** CODAC's Facility is a smoke-free zone. Smoking is not permitted in any area of the Facility including restrooms. If smoking occurs in the Facility during the event, it may be deemed to be damage to the Facility and the Lessor may utilize the Damage Deposit to cleanse the smoke odor from the Facility. Smoking in violation of the provisions of this paragraph shall also be deemed to be a substantial default under the provisions of this Rental Agreement subjecting the Lessee to forfeitures of any balance of funds due the CODAC upon termination of the Lease.

**15. Alcoholic Beverages:** Any spirituous liquor including beer, wine and hard liquor, may be served at private functions only and must be provided by the Lessee. No attendee shall be permitted to bring their own alcoholic beverage into the Facility or onto the Facility grounds. Under no circumstances may Lessee charge attendees at the event for alcoholic beverages or serve such drinks to persons under the age of 21. Alcoholic beverages may only be made available by Lessee after 5:00 p.m. EST Monday through Friday, or anytime on Saturdays, Sundays, holidays or other occasions when CODAC's business office is officially closed. Any exceptions to when alcohol may be served in the Facility or on the Facility grounds requires advance, written approval of CODAC's Board of Directors. CODAC may have a representative present to insure compliance with this provision and an additional charge may be made by CODAC to accommodate such the cost of providing such an observer. Not less than ten (10)

days prior to an event where alcohol is to be provided by Lessee, Lessee shall provide CODAC with a Certificate of Proof of Liquor Liability Insurance (in addition to the general liability insurance required in Paragraph 18 below) in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) with CODAC named as an additional named insured. The Facility Coordinator may impose additional reasonable requirements on Lessee to protect the interest of CODAC. If the Certificate of Proof of Liquor Liability Insurance is not timely provided to CODAC then CODAC shall, with Lessee's cooperation, prohibit the distribution and consumption of alcohol at the event. If unauthorized liquor is determined to be distributed and/or consumed during an event, CODAC shall have the right to terminate the event and at CODAC's sole discretion request the support of law enforcement officials if necessary to terminate the event. Lessor shall not incur any liability to Lessee as a result of enforcing the provisions of this paragraph and Lessee shall not be entitled to any refunds, prorated or otherwise.

**16. Care of the Facility:** The Facility and Rental Space will be provided to Lessee in good and clean condition. Lessee shall be responsible to leave the Facility and Rental Space, including the restrooms, in the same condition at the conclusion of the event. If any of the toilets or related plumbing become stopped up and/or overflow during the event, or as a direct consequence of the event, Lessee shall be responsible for the cost of rectifying such condition. Nothing shall be affixed to the walls in any manner utilizing tacks, nails or adhesive tape nor shall any materials be suspended from the ceilings. Lessee is liable for any damage, loss, or liability caused by Lessee, its agents or attendees or any unauthorized persons accessing the event, to include rearranging of tables and chairs. Room must be returned to the original set, or a \$100 fee will be assessed.

**17. Indemnity and Hold Harmless:** Lessee agrees to indemnify and to hold harmless CODAC, its officers, directors, employees and agents against any claims, demands, actions, or causes of action or whatsoever kind or nature arising or resulting directly or indirectly from the lease, use or occupancy or the Facility and/or Rental Space. CODAC is not liable or responsible for any equipment, personal goods, or other materials left in the Facility overnight, during any breaks or meals or in exhibit or display areas.

**18. Binding Contract:** On behalf of said Lease, the parties acknowledge that this is a binding contract. The person signing this Agreement for Lessee represents that (s)he has the authority and is authorized to sign this Agreement.

**19. Party Disputes:** Any dispute arising between parties pertaining to the provisions of this lease shall first be attempted to be resolved by mediation between the parties by a mediator mutually agreed upon. If not so resolved, the aggrieved party may bring an action before the Rhode Island state courts and the parties hereto agree that such courts shall have exclusive jurisdiction over any such disputes.

**[signatures included on following page]**

**AGREED AND ACCEPTED as of the date first written above:**

**CODAC**

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

Print name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**LESSEE**

\_\_\_\_\_ [Organization name]

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

Print name: \_\_\_\_\_

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

Dated: \_\_\_\_\_