

## Conditions of Rental and Applicant Responsibility

1. Maximum Room Capacity:40
2. APPLICANT agrees to conform to, observe and not violate the laws of the United States, laws or ordinances of the state of Connecticut or the Town of Niantic, including fire, police and public safety rules and requirements.
3. APPLICANT may not use flammable objects or materials, open flame or flammable liquids or use any other materials or objects which may increase conditions of insurance, or rate of fire or public liability on the building, the property or the building contents.
4. APPLICANT acknowledges and will enforce the Academy of Professional Education's NO SMOKING policy. Smoking is not permitted anywhere inside the building.
5. APPLICANT will serve no alcohol.
6. APPLICANT accepts liability for any and all damage to the building, property or equipment incurred by APPLICANT, representatives, agents or guests. APPLICANT further agrees to pay the Academy of Professional Education upon demand, such sums as necessary to restore the building, premises, and equipment to their previous condition.
7. APPLICANT shall not remove any wall hangings, pictures, or posters from building walls.
8. APPLICANT agrees to designate in advance one representative who will remain on the premises during the entire event and who will be responsible for taking any action that may be required.
9. If any electrical equipment is used, APPLICANT must see that it is turned off and/or unplugged. All lights, fans, and equipment (Projector) are to be turned off by APPLICANT before leaving.
10. APPLICANT acknowledges and understands that soda, coffee, water and food are permissible in the APPLICANT'S rental area. The Academy of Professional Education is an open catering facility and the APPLICANT can contact any caterer the APPLICANT wishes.
11. APPLICANT will leave the rented facility, building and other occupied areas in a clean and orderly condition with tables and chairs returned to original set up, trash deposited in the provided container(s), and items brought into the building for APPLICANT'S event removed. The APPLICANT'S failure to comply with these requirements will result in an additional fee of \$150.0.
12. It is the responsibility of the APPLICANT to obtain any special licenses or permits needed.
13. Applicant will be assessed the following fees, when rented, if the items are removed and/or damaged: \$50- projector remote.

14. Failure by the APPLICANT to request at least 10 business days prior to the rental date(s) the mutual cancellation of this Facility Rental Agreement shall result in the forfeiture by the APPLICANT of any and all prepaid rent(s), fees, and/or deposit(s).
15. Indemnity Clause: APPLICANT agrees to save the Academy of Professional Education harmless and to indemnify it, including the Academy of Professional Education attorney fees, against any Public or Private Liability, and /or Property Damage Liability which may arise or accrue by reason of the use by the APPLICANT of the facilities.
16. The Academy of Professional Education's maximum liability for the unavailability of the facilities shall not under any circumstances exceed the money paid by applicant.
17. Failure by the APPLICANT to execute a cancellation agreement at least 10 business days prior to the rental date(s) shall result in the forfeiture by the APPLICANT of all prepaid monies.
18. If the Academy of Professional Education facility is being rented and advertised for a meeting of the general public, the APLICANT must provide a copy of any promotional/advertising pieces for approval by the Academy of Professional Education prior to the promotion of the event. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE CANCELLATION OF THIS FACILITY RENTAL AGREEMENT BUT THE APPLICANT WILL BE CHARGED THE RENTAL FEES.

**I HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND WILL ABIDE BY THE TERMS STATED IN THIS AGREEMENT.**

**APPLICANT:**

Received by  
**ACADEMY OF PROFESSIONAL EDUCATION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

**THIS DOCUMENT MAY NOT BE ASSIGNED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ACADEMY OF PROFESSIONAL EDUCATION.**