



## THE TAJ MA GARAJ®

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

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### 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

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When food and/or beverage are a component of an approved event, only an approved caterer may be used. Please review the exclusive catering list and contact them directly.

#### Event Accessory Rentals

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Tables, chairs, china, linens, and event accessories are available *only* through Prime Time Party Rental, 937.296.9262, at the “Renter’s” expense.

#### 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.



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Maintenance and Security

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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.

***Placement of the Taj Ma Garaj ® vehicles is strictly at the discretion of the Taj Ma Garaj ®. However, should space and time constraints permit; we will move or relocate a vehicle(s) to accommodate your specific needs starting at a minimum charge of \$ 100 per vehicle.***

Facility Use Policies

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- The scheduled event must be in compliance with all federal, state and local laws.
- The Taj Ma Garaj ® is equipped with security cameras throughout the complete facilities.
- No smoking is permitted in any buildings or on the Upper Deck. Guests wishing to smoke shall do so outside building entrances but must not block or congregate in doorways and must discard of all cigarettes, cigars or pipe tobacco in designated receptacles.
- The conveyer is not to be used for any purpose.
- Nothing is permitted on top of the display case(s).
- No one is permitted behind any of the roped off areas in the Taj Ma Garaj ®.
- Use of the computer, fax machine, office equipment or phone is prohibited.
- No carry in food or beverage is permitted unless pre-authorized in writing.
- No bubbles or open flames are allowed. Only smokeless, dripless candles are permitted in the buildings and they must be inside a fireproof container.
- Helium balloons are only allowed if tied down. No loose balloons are allowed.
- No decorations may be attached to other structures or walls within the buildings.
- No items may be attached, glued, stuck or taped to or on the display cases, floor(s), or walls
- No Taj Ma Garaj ® displays, materials, pictures or posters may be moved or covered.
- The “Renter” is responsible for providing any needed easels/display boards.
- The “Renter” and their guests are responsible for their children and their behavior.
- Placement of tables and chairs are at the discretion of a Taj Ma Garaj ® representative.
- Only the “Renter’s” guests 18 years and older are permitted to use the dart boards and pool tables when rented.



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- Dispensing draft and or keg beer is prohibited in the interior of the Taj Ma Garaj ®.
- All decorations, equipment and other items provided by or for the “Renter” are to be removed immediately following the event.
- Fixed coat racks are only provided in the Midwest and West Wing’s.
- Your caterer, its agents, designees and or employees are required to remain in the rented room(s) until the end of the scheduled event and are responsible for its cleanup.

### Immediate Event Termination

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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 the “Renter”.

### Indemnification

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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”.

### Insurance

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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.

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Name: \_\_\_\_\_ Contact Ph: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Start Time: \_\_\_\_ AM / PM Event End Time: \_\_\_\_ AM / PM

**The doors to the Taj Ma Garaj® will not be opened before the above listed start time. Evening events must be completed by 1AM. Any event that exceeds the above listed time frame is subject to an addition charge of \$200 per hour or any part thereof.**

**A security deposit in the form of a major credit card is required for the rental of the Taj Ma Garaj®. The “Renter” *will not incur* any charges provided the facility, cars, displays, games and equipment are left as delivered, in clean good condition.**

Credit Card Type: Visa / MC (Circle One)

Number: \_\_\_\_\_ Exp: \_\_\_/\_\_\_ CVV #: \_\_\_\_\_

The rental rate shall be \$ \_\_\_\_\_ for renting the following areas: \_\_\_\_\_

A security deposit of \$ \_\_\_\_\_ is due within 60 days of the time of booking.

I understand and agree to all of the terms and conditions of the Rental Agreement.

\_\_\_\_\_  
Renter’s Signature

\_\_\_\_\_  
Taj Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date