



## 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 a Facility Rental Application and Agreement. The application 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 applications 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 applicant 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 in writing 45 days prior to the scheduled event date to receive a full refund of the deposit. Cancellations 30 days prior to the event will result in a 50% refund of the deposit. Cancellations less than 30 days 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 an approved event, only our approved caterers 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 wedding accessories are available *only* through Prime Time Party Rental, 937.296.9262, at the RENTERS expense.

#### Alcoholic Beverages

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The sale, consumption 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 is 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 the Coordinator 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.

The Taj Ma Garaj ® is equipped with security cameras throughout the complete facilities.

In addition, the following facility use policies are to be obeyed along with all Federal, State and local laws as well as the rules and regulations of the Taj Ma Garaj ®:

***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.***

- No smoking is permitted in any buildings or on the party deck. Guests wishing to smoke shall do so outside building entrances but must not block or congregate in doorways and shall 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 any of the office equipment such as the phone, computer or fax machine(s) is prohibited.
- No carry in food or beverage is permitted unless pre-authorized in writing.
- No open flames are allowed. Only smokeless, drip-less candles are permitted in the buildings and must be inside a fireproof container.
- Bubbles may be used outside only.
- Helium balloons are only allowed if tied down. No loose balloons are allowed.
- No decorations may be attached to any walls or other structures within the buildings.
- No Taj Ma Garaj ® pictures, posters, materials or displays may be moved or covered.
- Renter is responsible for any easels/display boards for the display of any items not related to the Taj Ma Garaj ®.
- No items may attached, taped glued or stuck to or on the floor(s), display cases or walls.
- The “Renter” and their guests are to be responsible for their children and their children’s behavior.
- Placement of tables and chairs must be pre-approved by a Taj Ma Garaj ® representative.

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- Canned beverages are suggested.
- Dispensing draft and or keg beer is prohibited in the interior of the Taj Ma Garaj ®.
- All decorations, equipment or other items provided by the “Renter” are to be removed immediately following the event.
- Renter is responsible for providing their own darts when renting the Taj Lounj.
- Fixed coat racks are only provided in the West and Midwest Wings.
- It is the responsibility of the renter’s caterer to clear all tables and dispose of all trash. Failure to do so will result in additional clean up charges assessed to the renter’s caterer.

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Violations of terms and conditions for facility use may result in the immediate termination of the event if such violation is determined to be a serious nature that presents an unsafe environment or threat to persons and property. In case of such termination there will be no refund of any fees received.

### 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 10 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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**Any deviation from the terms and conditions of this contract must be received in writing and approved by the Taj Ma Garaj ® or his/her designee.**

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 START TIME**

**Set up time is from 10 AM till 2 PM on the date of the event.  
Extra set up time will be an additional expense.**

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

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

In the event of cancellation 45 days prior to event a full refund of the deposit will be given if received in writing. In the event of cancellation 30 days prior to event half of the deposit will be refunded. Any cancellations less than 30 days prior to event will not receive a refund of the deposit. Renter agrees to pay full rental price 30 days prior to event. I have read and fully understand all terms and conditions of the four page Rental Agreement.

\_\_\_\_\_  
Renter's Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date