

# INN ON WESTWOOD EVENT RENTAL AGREEMENT

## INN ON WESTWOOD EVENT RENTAL AGREEMENT

This Event Rental Agreement (“Agreement”), is entered into on this date \_\_\_\_\_ (Month XX, 20XX), by and between Inn on Westwood, LLC, of 96 Westwood Place, Asheville, North Carolina 28806 (“Lessor”) and \_\_\_\_\_ (Legal Name of Lessee), of \_\_\_\_\_ (Address, City, State Zip Code) (“Lessee”).

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Inn on Westwood “Facility” for the \_\_\_\_\_ (Type of Event/Gathering) (“Event”) to be held on date, \_\_\_\_\_ (mm/dd/yyyy or mm/dd1 - dd2/yyyy) at \_\_\_\_\_ (Time(s)). The purpose(s) of the gathering(s)/event(s) shall be for a \_\_\_\_\_.

### DATE/TIMES OF PERMITTED USE

Access to the Facility at 82 Westwood Place, Asheville North Carolina 28806 for the Event will commence at 4 pm on the first day of Facility rental on Date and will end at 11 am on the final day of Facility rental on Date. A two night minimum rental of the entire Inn is required. In an effort to provide the best event experience for the Lessee, the Lessee agrees to complete the Event Checklist (Attachment B) in conjunction with the execution of this agreement.

### RENTAL FEE

Lessee shall pay to Lessor a rental fee for the use by Lessee of the Facility, the sum detailed in Attachment A, plus all other charges to be paid by Lessee under this Agreement (the “Rental Fee”). A refundable deposit is required prior to facility rental. The deposit will be credited following guest departure if no damages are incurred. All fees and deposits must be paid in full within 15 days of the event or the reservation will be terminated by the Lessor. Any violation of the rental agreement and house rules listed in Attachment B shall be grounds for the deposit not to be refunded to the Lessee at the discretion of the Lessor.

### INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys’ fees), damage, expense and liability (including statutory liability and liability under workers’ compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

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### “AS-IS” CONDITION

Lessee agrees to accept the Facility in its “as-is” condition “with all faults”.

### ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any other party other than Lessee.

### TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due.
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents and in so doing, without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

### INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee’s use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

### RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee’s exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacement upon demand by Lessor.

### CANCELLATION

Lessee may cancel this Agreement at any time up to 15 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to the Lessee unless payment has been made. For refunds, the Inn on Westwood, LLC retains 10% to cover processing fees. For cancellations 14 days prior to Event Date, Lessee will be charged 100% of the Rental Costs and Event Fee by the Lessor.

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GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of North Carolina.

SIGNATORIES

This Agreement shall be signed by Rob or Caroline Rodier on behalf of Inn on Westwood, LLC and by **Name of Lessee Signatory**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

Inn on Westwood, LLC

By: \_\_\_\_\_  
Rob or Caroline Rodier

LESSEE

**Name of Lessee Signatory**

By: \_\_\_\_\_  
**Name of Lessee Signatory**

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SCHEDULE OF FEES AND CONDITIONS  
ATTACHMENT A

<b>Events of up to 20 people (including guests residing at the Inn)</b>	<b>Events of 21-50 people (including guests residing at the Inn)</b>
Minimum two night rental of entire house, \$500 event fee, \$500 refundable deposit, plus sales and occupancy tax	Minimum two night rental of entire house, \$2,500 event fee, \$500 refundable deposit, plus sales and occupancy tax

The per night rental of the entire house (before taxes) is listed at [www.innonwestwood.com](http://www.innonwestwood.com). Buncombe County occupancy tax is 6% and NC sales tax is 7%.

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EVENT CHECKLIST  
ATTACHMENT B

Event Planner:

Name of Company

Planner's Name

Email

Phone

Lessee:

Email

Phone

Primary Guest Contact residing at the Inn (if different from Lessee):

Name

Email

Phone

Number of guests staying in Bennett Suite each night (maximum 4): \_\_\_\_\_

Number of guests staying in Atkinson Suite each night (maximum 4): \_\_\_\_\_

Complete as applicable to event:

Type of Event(s) (ceremony, wedding, photos, reception, shower, reunion, etc.):

\_\_\_\_\_

Event(s) start time(s) and dates: \_\_\_\_\_

Number of extra guests attending each event: \_\_\_\_\_

Indoor or outdoor event? \_\_\_\_\_

Delivery Dates and Times (Tent, Food/beverage, Flowers, Furniture, etc.):

\_\_\_\_\_

Parking and transportation: \_\_\_\_\_

Walk through requested of the house and property prior to event (yes/no)? \_\_\_\_\_

Will a tent company need to survey the location ahead of time? \_\_\_\_\_

What you should know about renting the Inn on Westwood for events:

- No pets or smoking inside house
- Shoes off in house whenever possible
- If the entire house is rented, the connecting parlor door will remain unlocked
- Fires, grills, and firecrackers are not permitted
- Live music must be acoustic
- Outdoor outlets are available on front and back porches
- Quiet time after 10pm
- Caterers must clean up after themselves
- All event food, trash and decorations must be removed by Lessee at check-out

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- We do not have on-site laundry or daily cleaning services
- Keep chairs pulled away from the walls
- We do not provide extra furniture for events
- Furniture shall not be moved by guests
- A seated dinner may only be served in the dining room of the Atkinson suite with a maximum capacity of 20. Currently, the dining room can only seat 6, so additional tables and chairs must be brought in at the expense of the Lessee and any such arrangement must be approved in advance by the Lessor to facilitate the movement of furniture.
- The front porch is available for a seated dinner with a maximum capacity of 30. Tables and chairs must be brought in at the expense of the Lessee.
- Tents may be placed in the front or back yard
- When planning your event for more than 20 people, please note the size and capacity of the common rooms in the Inn. Outdoor events with tents will accommodate larger numbers of guests more comfortably.
- There are two bathrooms in the Inn
- We are happy to make local recommendations for vendors
- Please alert the Innkeeper prior to stay if gluten free breakfast items are requested