

COMPUTER TRAINING CENTER RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Triangle MLS, Inc. hereinafter called the Lessor, and _____, hereinafter called the Lessee;

WITNESSETH:

In consideration of the mutual promises and agreements contained herein, the Lessor does hereby grant and lease unto the Lessee, and the Lessee does hereby lease from the Lessor, the use of the Computer Training Center located in the office building situated at 111 Realtors Way, Cary, North Carolina (the "Building") upon the following terms and conditions:

1. BASIC INFORMATION

a. Title of Training Class _____

b. Date(s) _____
 ½ Day (8:30am-12:00pm) _____
 ½ Day (1:30pm-5:00pm) _____

c. Lessee's Company Name: _____

Contact Person: _____

Email address: _____

Telephone: _____

d. Use Computer Training Center Instructor? Yes _____ No _____

If no, name of Customer's Instructor: _____

e. Number of Students (*max. 24*) _____

2. STANDARD PROVISIONS

All the Standard Provisions on the two pages attached hereto shall apply to this Agreement and are incorporated herein by reference and, furthermore, the parties acknowledge that they have read and understand said provisions.

3. INDEMNIFICATION

The Lessee agrees to indemnify and save the Lessor harmless from loss, damage or expense occasioned by or arising out of any injury, wrong or damage done to any person or property by the

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Lessee or its members, guests or invitees who shall have lawfully entered the Building or arising out of the use or occupancy of the Computer Training Center and/or the Building.

3. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and shall be governed by and construed under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Triangle MLS, Inc., Lessor

By: _____

Lessee: _____

By: _____

Deposit

Credit Card: *(please check which one)*

Visa _____ Master Card _____ American Express _____

Credit Card #: _____

Expiration Date: ____/____/____

Deposit Amount: \$ _____

Check: _____

Office Use Only

Amount of Deposit _____ Date Received _____

Total Amount Due _____ Date Received _____

By: _____ By: _____

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STANDARD PROVISIONS

Hours of Operation, Deposit, Fees

Rental of the Computer Training Center is limited to the hours of 8:30am to 5:00pm. Half days are from 8:30am to 12:00pm or 1:30pm to 5:00pm.

A fifty percent (50%) deposit of the room rental is required to obtain a booking, and must be submitted with signed contract. User will be billed for all remaining charges incurred during rental period.

Said deposit will be retained by the Computer Training Center in the event that damage has occurred.

Cancellation

Cancellation notice is required a minimum of fourteen (14) days prior to the scheduled event; otherwise the User will forfeit all prepaid deposits.

The Computer Training Center shall not be liable for non-performance of this contract when such non-performance is attributable to national emergencies, acts of God, and any other causes, which are beyond the reasonable control of the Computer Training Center and which prevent or interfere with the Computer Training Center's performance. In such event, the Computer Training Center shall not be liable to the customer for any damages, whether actual or consequential, which may result from such non-performance but shall be liable only for refunding to User any deposits being held.

Software Installation

User may request to have proprietary or other software installed in the Computer Training Center. It is at the sole discretion of the Computer Training Center whether or not to allow User's software to be installed on the computers in the Computer Training Center. Software must be furnished five (5) business days prior to the event and will be installed by a Computer Training Center representative. Said representative shall also uninstall User's software.

User agrees to make no changes to any system, configuration, or other program files in the Computer Training Center.

Training Manuals

User will provide its own training manuals for any training class it conducts.

Implementing the Program

It is advisable to designate one of your staff as a contact person for the program in case of inclement weather.

Use

Display materials may not be affixed to walls or doors in the Computer Training Center. A dry-erase board and markers, and an overhead projector and screen are provided in the Computer Training Center. An easel is also available upon request.

Scheduled Time/Extensions

It is essential to conclude training sessions at the scheduled time. Requests for extensions will be determined by the Computer Training Center Manager. Additional charges will be applied in accordance with the Computer Training Center fee schedule.

Waiver of Liability

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The Triangle MLS, Inc. is not responsible for any materials or equipment left in the building overnight, during breaks or meals, or in exhibit or display areas. The Computer Training Center Manager will secure the area when requested but assumes no responsibility for the materials of equipment contained therein.

Program Follow-up

All materials and/or equipment are to be removed from the building at the close of the event. The Computer Training Center Manager must approve any deviation from this policy in advance.