

EXPOSÉ

2142 Fountain Square
Snellville, GA 30047
www.rickandrubby.com/expose
(678) 437-0250

FACILITY RENTAL CONTRACT

This agreement is made this ____ day of _____, 20____, by and between **EXPOSÉ** (herein referred to as "Facility") and _____ (herein referred to as "User").

1. PREMISE & RATES: The Facility hereby agrees to make available to the User, for the exclusive use of the User during the rental period specified, the facility premises at the time and date(s) and for the purpose(s) indicated at the following rates.

Purpose: _____

Date: _____ Start Time: _____ End Time: _____

_____ hours @ \$125.00 per hour (2 hour minimum) = _____

Additional Services Provided (check as appropriate):

_____ PA system (\$25 flat rate)

_____ Live performances by Rick & Ruby (\$10 / song) _____ x _____ = _____

(Note: No food or beverage service is provided by the Facility)

GRAND TOTAL: _____

2. PAYMENTS: Payment in full is required with the return of this contract if the event occurs within 30 days from the date of this contract. For events that will occur more than 30 days from the date of this contract, a deposit of 50% (\$_____) is required with the return of this contract to confirm the event dates. The balance of the total cost will be due in full fourteen (14) days prior to the date of the event.

3. CANCELLATION:

1. After approval is given, the Facility may terminate this Agreement in its entirety in its sole discretion if within one (1) month prior to the rental date in Section 1. If greater than one (1) month prior to the rental date in Section 1, the Facility may terminate this Agreement only for good cause. Upon such termination, and absent any default by the User, all deposits shall be refunded to the User less expenses incurred by the Facility in preparation of the Facility for the User prior to such termination; provided that if the termination is only partial, User shall be entitled to only a partial refund in an amount to be determined by the facility in its sole discretion.
2. User may terminate this agreement at any time prior to seven (7) days in advance of the date in Section 1, in which case the User shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the Facility in preparation of the Facility for the User and (ii) a cancellation fee of \$150.00 (to be retained from any deposits paid to the Facility).

4. DEFAULT: If User shall at any time be in default under the terms of this Agreement, the Facility shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facility immediately, and User shall have no right to receive any refund of any deposits or fees hereunder.

5. USE RESTRICTIONS: The following restrictions shall apply to the User's use of the Facility:

1. All use of the Facility shall terminate no later than the time and date stated in Section 1. The Facility shall be vacated by all persons using the Facility at or before such time and date. Any time for User to set-up, tear down and remove equipment or catering must be budgeted as part of the time rental window in Section 1.
2. User shall have the use of the Facility only for the purposes stated in Section 1.
3. User specifically agrees not to nail, tape, or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to the Facility's personal property therein. User also agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without written permission of the Facility. User further agrees to leave the Facility in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etcetera provided by the User. Failure to comply with scheduled cleanup will result in a cleaning charge of \$25.00 per hour. For those events using a caterer, the caterer's agreement rider is attached to this agreement.
4. The Facility reserves the right to approve any caterer providing food and/or drink at the Facility. Smoking is not permitted in any area of the Facility.
5. User shall indemnify and hold the Facility harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facility, provided the Facility promptly notifies User of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Any use of the Facility involving a danger or risk determined by the Facility in its sole discretion, shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of the Facility. If requested, User will provide the Facility with evidence acceptable to the Facility that such insurance has been obtained at least seven (7) days prior to the first date set forth in Section 1, hereof.
6. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of the their departments or bureaus, applicable to User's use of the Facility, including without limitation, obtaining any necessary liquor licenses and the payment of all sales, use and entertainment taxes or fees.
7. User is responsible for the safety and good order of all equipment and other property owned by the Facility and/or being displayed at the Facility's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.
8. The Facility reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facility, and upon the exercise of this authority, through its employees, officers, or agents, the User hereby waives any right or claim for damages against the Facility or any of its employees, officers, or agents.
9. The Facility assumes no responsibility for equipment supplied by User or another party. The Facility reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
10. All of User's property will be removed from the Facility by User at the termination of User's use of the Facility. If User's property is not removed as provided herein, the Facility will have the right to cause such property to be removed at the expense of the User.
11. User shall comply with all rules and restrictions that may be prescribed by the Facility for the purpose of maintaining the safety, care, good order and cleanliness of the Facility's premises, equipment and property displayed thereon.

6. MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Georgia. The officer or representative of User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

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

Facility representative

User representative

Printed: _____

Printed: _____

Signed: _____

Signed: _____