

Event Space Rental Agreement

Armory Ballroom

THIS AGREEMENT (the "Agreement"), made as of this _____ day of _____, 20____, is by and between **GRIFFITH ENTERTAINMENT, LLC D/B/A/ ARMORY BALLROOM** (the "Lessor"), whose business address is 484 First Street, Macon, Georgia 31201 and _____ (the "Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use the Armory Ballroom for _____
_____ "the Event").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** Owner hereby grants to Renter a limited and revocable license (the "License") to use the following space: **ARMORY BALLROOM** (the "Space"), located on 484 First Street. The License permits Renter to use the Space only on the Event Date, during the hours specified below, and only for the purposes set forth in Section 12 below.

2. **Event Date and Time.** The Event shall be held on _____, 20__ (the "Event Date"), between the hours of ____:____ and ____:____. Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior written permission from Lessor.

3. **Rental Fees.** Renter shall pay to Lessor a total fee of \$_____ (the "Rental Fee") for the use of the Space, as determined in accordance with the fee terms set out in Schedule A, which is attached hereto. The Rental Fee is due in full at least 10 days prior to Event Date, (the "Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Lessor shall have the right to revoke the License and to keep the full amount of the Deposit.

4. **Deposit.** In addition to the Rental Fee, Renter must pay a deposit of \$1000 (weekend nights) and \$500 for weekday and weeknight rentals (the "Deposit"), which must be paid to Lessor upon the execution of this Agreement. Lessor shall have no obligations under this Agreement until the Deposit is paid in full. The remainder of the Deposit is due 14 days prior to the event along with the refundable \$300 Security Deposit. The Security Deposit will be refunded within 15 days after conclusion of the event, unless the Armory Ballroom is not left in the same or similar condition in which it was found. In the event that repair and/or excessive cleaning are needed, the Security Deposit will be applied to those cost, and Renter will be responsible for any deficiencies.

5. **Cancellations.** Any cancellations by Renter will result in forfeiture of the Deposit, and depending upon the time of the cancellation may also result in forfeiture of Rental Fee. If Renter cancels the reservation for the Event within 10 days of the Event, Lessor shall be entitled to retain the entire Rental Fee and the Deposit.

6. **Condition of Premises.** Lessor shall make sure that the Space conforms to the following specifications by the Event Date: _____

Aside from the specifications set forth above, the Space shall be provided as-is, and Lessor makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Lessor shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Lessor for any such repairs within 30 days of receipt of Lessor's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

Décor: For seated parties, receptions and buffets, the host will provide centerpieces and decorations. The use of glitter on ribbons, tables, etc is not allowed. If it is used, money from the security deposit will be used for cleanup. The use of birdseed, rice, confetti or glitter is prohibited, as these items present a slip hazard. This activity MUST be done outside of the building. Waxless candles are suggested. If regular candles are used, a fee of \$25 will be taken out of the security deposit for any spilt wax. Duct tape is not allowed. Painter's tape is the only tape allowed on floors. If duct tape is used, your entire security deposit will be kept. If any chewing gum is found on the floor or elsewhere, a sum of \$25 will be taken out of the security deposit.

7. Independent Service Providers.

a. Caterers. Caterers must complete a Service Agreement Application prior to the Event. All Caterers must also provide Renter with a certificate of insurance. If a certificate of insurance cannot be provided, the Renter must acquire an Event Policy naming Griffith Entertainment, L.L.C. as an additional insured and also naming the Trading Post on First, L.L.C. as additional insured.

b. Bands, Photographers, and All Other Independent Service Providers. Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. See Exhibit A.

8. Sale and Service of Alcoholic Beverages.

a. Exclusive Right. Armory Services is the only entity allowed to provide alcohol at events held at the Armory Ballroom. If Bar Services (which includes the serving of alcohol) are needed for the Event, Armory Services shall have exclusive right to provide those services and will provide such services if requested. There is an exception for nonprofit organizations, which may provide their own beer and wine, which will be served by Armory Services.

b. Indemnification. Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) relating to the sale or service of alcohol at the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter agrees to indemnify and hold harmless the Lessor's landlord for any damages arising out of the sale and service of alcohol at the Event.

c. Fees. The sale and service of alcohol requires a separate fee. The amount and time of payment which will be determined according to Schedule B, attached hereto.

9. Sound System. The Armory ballroom sound system may be used for speech, recorded music, or live music for an additional fee. The applicable fees are set forth in Schedule A.

10. Right of Entry. Lessor shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space.

11. Indemnification. Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury. Furthermore, Renter hereby indemnifies and holds harmless Lessor's landlord, its employees, officers, directors, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of the Renter, its employees, officers, directors, independent contractors, or other agents.

12. Permitted Use. Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Space or any other of Lessor's property.

13. Compliance with Laws. Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 12 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

14. **Force Majeure.** In the event that Lessor is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Lessor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Lessor cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Lessor shall refund to Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall Lessor be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section 14.

15. **Revocation.** Lessor shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. Lessor's right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Space is being rented for a purpose which Lessor subjectively finds inappropriate. In the event that Lessor revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Lessor shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

16. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

17. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Georgia, without regard to conflicts of law principles.

18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

19. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

20. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows:

| | |
|---------------------|--------------------|
| If to Renter: _____ | If to Owner: _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

21. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Lessor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

| RENTER | LESSOR |
|---------------|---------------|
| Signature | Signature |
| Print Name | Print Name |
| Title | Title |

*** Please make all checks payable to Armory Ballroom**

Schedule A: Rental Fee Rates Base Rate Chart

| | Daytime Rates 8 a.m. - 4 p.m. | Evening Rates 4 p.m. until |
|-------------------------------------|---|---|
| Sunday thru Thursday | 0-200 people \$600 201-300 \$800 301-400 \$1,000 | 0-200 people \$1,000 201-300 \$1,500 301-400 \$2,000 |
| Friday | 0-200 people \$600 201-300 \$800 301-400 \$1,000 | 0-200 people \$1,500 201-300 \$2,000 301-400 \$2,500 <i>(weekend renters entitled to entire day for set up)</i> |
| Saturday | N/A | 0-200 people \$2,000 201-300 \$2,500 301-400 \$3,000 <i>(weekend renters entitled to entire day for set up)</i> |

***Parties that need an additional day for set-up may buy out the previous rental day for the minimum rental price. Everything is expected to be out the evening the event is over.**

***Daytime rates for weddings/wedding receptions do not apply. Sunday weddings/receptions are charged Friday evening rate.**

***The rates are subject to change and serve as general guidelines only.**

Additional Fees for Use of Bridal Suite/Parlor Room

The Bridal Suite/Parlor Room is also available for rent at an additional cost
\$200

Additional Fees for Use of Sound System

Speech and/or Music
*includes microphone and stand
\$150

Live Music
*includes sound tech
\$350

ATTENTION: Fees are determined according to estimated head count prior to Event. Actual headcounts will be taken during the Event, and Renter will be billed for any significant discrepancies. Maximum Capacity is 400 people.

NOTES: _____

Schedule B

Sale and Service of Alcohol

Open Bar Rates:

Wine, Beer and Sodas

\$12/person: Choice of 3 House Wines and Domestic Beers

\$15/person: Choice of 4 Premium Wines, Domestic Beers and Imports

(There is an additional charge of \$100 per bartender)

Liquor, Wine, Beer and Sodas

\$15/person: House brand liquors, 3 house wines, domestic beers

\$17/person: Call brand liquors, 4 house wines, domestic beers, 4 imports

\$20/person: Premium brand liquors, 4 premium wines, domestics, 6 imports

(There is an additional charge of \$100 per bartender)

Full bar menu description available upon request

Champagne toasts: \$5/person (Brut, Andre or Korbel)

(open bar lasts for 4 hours. Minimum of 150. Drinks served after four hours will be billed on a running tab basis)

Cash Bar Rate

Doubles: \$8 Wells: \$5 Sodas and Juices: \$1

Martinis: \$7 Wine: \$5

Premiums: \$7 Imports: \$4

Calls: \$6 Domestics: \$3

\$100/bartender fee unless sales exceed \$1000.

Running Tab

Renter will be given an open bar and charged cash bar rates for each drink. 20% gratuity or \$100/bartender (whichever is greater) and there is no minimum on a running tab.

Nonprofit Organizations

In the event that a nonprofit organization has been donated beer and/or wine, Armory Ballroom will serve that beer and/or wine, charging a fee of \$250 plus \$100 per bartender that is needed. Includes sodas, juices, ice and glassware. Armory Ballroom will serve its own liquor at all events. If beer/wine is not donated, regular rates will apply.

Payment

Payment for open bar must be made (checks made payable to Armory Ballroom) 10 days prior to the event, along with payment for rental fee. Credit Cards (Master Card and Visa), checks and cash are all acceptable. A credit card must be provided on the night of event during all open bars to account for possible overages in amount of people and time (4 –hour limit on open bars). Renter will be immediately notified of any cases of overages. Credit cards must also be provided during running tab bars.

Services to be provided at the Event.

Lessor will provide the services described below (the “Services”). All Services include glasses, lemons, limes, and napkins. Check all that apply:

Liquor, Wine Beer and Soda. Please specify level

Beer, Wine, and Soda Bar. Please specify level

Cash Bar

Running Tab

Specify additional services/details: _____

OTHER NOTES: _____

Exhibit A
Indemnification Agreement
Indemnification of Lessor for Actions of Service Providers

Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.

Signed this _____ day of _____, 2010.

| RENTER | LESSOR |
|---------------|---------------|
| Signature | Signature |
| Print Name | Print Name |
| Title | Title |