



Facility Rental Agreement

This agreement is made this day of _____, 20____, by and between Axis T and _____.

Lessee: (person responsible for signing the contract and payment)

Name: _____ Business/Organization: _____

Phone Number: _____ Cell Number: _____

Address: _____

E-mail Address: _____

Event Logistics:

Event Date: _____ Purpose/Event: _____ Number of
Guests _____ Number of Vehicles _____

Rental Time (Set-up to Departure): _____

Arrival (guests arrive at the event): _____

Departure (guests leave the event): _____

Total Rental Fee \$ _____ Paid Date ___/___/_____

Rental Deposit \$ _____ Paid Date ___/___/_____

Standard rental fee is \$1,250.00 for a four (4) hour time block, one hour set up and cleaning excluded. Each additional hour that has been prearranged is \$150.00. Events which surpass the pre scheduled end time will result in a charge of \$75.00 for each 15-minute increments.

Additional Items:

Special needs/requests _____

Payment:

Payment in full is required with the return of this contract for events within 30 days from the agreed rental date. For events with dates more than 30 days from the date of the contract a deposit of 50 % of \$ is required with the return of this contract to confirm the event dates.

Cancellation:

- A. After approval is given, Axis T may terminate this Agreement (in its entirety or as to any time, date or rental area) in its sole discretion up-to one month prior to the rental date. After one month (30 days), Axis T may terminate this Agreement only for good cause. Upon such termination, and absent any default by Lessee, all deposits shall be refunded to Lessee, less expenses incurred by Axis T in preparation of the Facilities for Lessee prior to such termination; provided that if the termination is only partial, Lessee shall be entitled to only partial refund in an amount to be determined by the Axis T in its sole discretion.

- B. Lessee may terminate this Agreement at any time prior to thirty (30) days in advance of the agreed rental date in which case Lessee shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the Axis T in preparation of the Facilities for Lessee and (ii) a cancellation fee of no less than 50% of the total facility rental fee.

Default:

If Lessee shall at any time be in default under the terms of this Agreement, Axis T shall have the right to terminate this Agreement forthwith, whereupon Lessee shall vacate the Facilities immediately, and Lessee shall have no right to receive any refund of any deposits of fees hereunder.

Credit Card Number:

(Held on file, only to be charged if items/facility damaged or if balance due not paid in full. Customer will be notified before any charges are made. Information shredded when balance paid in full)

Name on Card: _____ Exp Date: _____

CVV: _____ Zip Code _____

Catering Agreement:

The caterer or individual acting as a caterer must sign this “Policies & Guidelines” agreement which covers strict clean-up Rules after the event. Clean-up includes removing and properly disposing of all garbage and uneaten food, sweeping, cleaning counters, and **leaving the venue as found** upon arrival, ready for the next caterer/Lessee.

The caterer must check with the agent, employee or staff assigned for the event at the Axis T **before leaving** to make sure clean-up is done to the satisfaction of Axis T. The caterer may not leave until after the conclusion of the event, and all clean-up has been addressed.

Catering Service Representative

Date

Axis T Representative

Date

Alcohol Service:

Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Client. As the host of a private party, Client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at Axis T during the duration of the event described in this contract. Alcoholic beverages will be purchased and served through a catering service licensed in the State of Utah to serve alcoholic beverages. Alcoholic beverages cannot be self-served. The catering service and its agents will exercise due care in serving alcoholic beverages, and will refuse service

to any person not able to prove that they are over the age of 21, or any person who appears to be impaired. Identification and proof of age will be requested from any person who all attendees which to partake in an alcoholic beverage. Alcoholic beverages will be removed from anyone believed to be a minor or from any impaired person. The catering service or its agents will provide all alcoholic beverages consumed in accordance with the laws and regulations of the State of Utah. Client shall monitor all service of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Axis T may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the premise. Axis T must receive proof in advance that you or persons contracted by you have valid licenses and permits issued by the State of Utah for serving alcoholic beverages. The Client agrees to fully cooperate with and assist Axis T, the catering service, and its agents in enforcing the laws of the State of Utah and the policies of Axis T regarding the consumption of alcoholic beverages. Vendor staff may not consume alcoholic beverages while on the premises during an event.

ALCOHOL: The following rules apply to alcohol service at Axis T:

- A. A certified, licensed, and insured bartender employed by caterers or an approved bartending service must handle, transport, control, and serve all alcoholic beverages at your event.
- B. All bartenders must be certified or licensed by the state of Utah to serve alcohol.
- C. All alcohol service and consumption must comply with Utah state liquor laws.
- D. Only bartenders employed by the hired bartending service may have control of and serve alcoholic beverages at the event. The Lessee and guests of the event are not allowed to serve alcoholic beverages at the event.
- E. Alcohol service must end thirty (30) minutes prior to the end of the event.
- F. During the event, Axis T must be available to invited guests only. Alcoholic beverages are not allowed outside of building.
- G. There may be no charge of any kind for alcoholic beverages served at the event or for entry to the event.
- H. Axis T reserves the right to end alcohol service and/or the event at any time if Axis T staff determines that any of the rules pertaining to alcohol service have not been complied with or determines that violations have occurred in

connection with the service of alcohol at the event.

- I. All caterers and bartending services are required to provide Axis T with a current certificate of Liquor Liability insurance with limits of at least \$1,000,000 per occurrence and name Axis T as an additional insured on the policy. These insurance requirements are the minimum requirements and shall not be considered indicative of the limit(s) and type(s) of insurance needed by the Lessee or caterer or a limitation of liability in the event of claim.
- J. You agree to comply with and cause the event to comply with all of the forgoing provisions. In addition, you agree to hold harmless, defend and indemnify Axis T from and against any claims, injuries, causes of action, damages or expenses whatsoever resulting from or arising out of the service or consumption of alcohol at the event, or any failure to comply with the Rental contract.

Use Restrictions:

The following restrictions shall apply to the Lessee's use of the Facilities.

- A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Time for Lessee to set-up, tear down and remove equipment provided must be scheduled as part of the rental contract.
- B. Lessee shall have the use of the Facilities only for the purposes herein.
- C. Because Axis T functions as a business, items that are regularly kept on display will NOT be covered or removed for events.
- D. Lessee 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 Axis T's personal property therein, or the property of any third person which is on loan to Axis T, caused by the acts of Lessee or Lessee's agents, service providers, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises and equipment 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, etc. Failure to comply with scheduled cleanup will result in an additional cleaning charge of \$100.00 per hour. For those events using a caterer, the caterer's agreement is incorporated herein

by reference.

- E. Axis T reserves the right to disapprove any caterer providing food and/or drink at the Facilities.
- F. Smoking is strictly prohibited indoors. Smoking will be allowed outside Axis T in the parking areas only, in compliance with the Utah Clean Air Act.
- G. Lessee shall indemnify and hold Axis T 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 Lessee's use of the Facilities, provided Axis T promptly notifies Lessee of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Lessee agrees to indemnify Axis T and incurs all responsibility for actions, losses, damages, claims and liability resulting from the event.
- H. Lessee 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 their departments or bureaus, applicable to Lessee's use of the Facilities, including without limitation, obtaining any necessary liquor licenses and the payment of all sales, use and entertainment taxes or fees.
- I. Lessee is responsible for the safety and good order of all equipment and other property owned by Axis T and/or being displayed at Axis T's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by Lessee's agents or the attendants at Lessee's function whether or not invited.
- J. Children under 18 years of age are required to be supervised by an adult.
- K. Axis T reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the Lessee hereby waives any right or claim for damages against Axis T or any of its employees, officers, or agents.
- L. Axis T assumes no responsibility for equipment supplied by Lessee or another party. Axis T reserves the right to approve (1) all equipment used

hereunder and (2) the supplier of said equipment.

- M. Axis T reserves the right to review all copy and approve all forms of advertising or publicity in which Axis T's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and Lessee agrees to indemnify and hold Axis T harmless from and against any claims to the contrary.
- N. Lessee 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 obtaining permission from an agent or employee of Axis T. The erection, posting, placing or affixing of any sign, advertisement, poster, show bills, lithographs, or cards, shall be supervised by the Facilities Rental Coordinator. If this covenant is in any way violated by the Lessee, Axis T retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.
- O. All of the Lessee's property will be removed from the Axis T by Lessee at the termination of Lessee's use of the Facilities. If Lessee's property is not removed as provided herein, Axis T will have the right to cause such property to be removed at the expense of the Lessee.
- Q. The parking area west of the building and outside the west gate behind Tin Angel are to be used. No vehicles will be allowed to park anywhere else on the lot that have been assigned to other businesses in proximity to Axis T, except for approved vehicles with agreement in advance.
- R. Lessee shall comply with all rules and restrictions that may be prescribed by Axis T for the purpose of maintaining the safety, care, good order and cleanliness of Axis T's premises, equipment and property displayed thereon.
- S. If Axis T's equipment and facilities are damaged during the event, Axis T will notify the Lessee of the cost of repairing the damage of the premises which will be taken out of the security deposit. If the cost of repairing the damage/clean-up of the premises exceeds \$250.00, the Lessee will pay the same within 10 days of receipt of an invoice from Axis T showing the balance due. The unused portion of the security deposit will be returned to the Lessee within 30 days of the date of the event.
- T. Excessive noise or loud and raucous activities will not be permitted or tolerated. Should Axis T, in its sole and absolute discretion, decide a

violation of the provision, any ordinance, or law has taken place or has not been corrected after a warning; Axis T has the right to have the violator expelled from the facility. Individual parties or groups found in violation may be permanently banned from further use of the facility if necessary.

- U. The individual or group signing this agreement must be 18 years of age or older and shall accept responsibility for the conduct and activity of all those attending any event or activity covered by this agreement. The individual signing this agreement MUST be in the facility for supervision of the scheduled event at all times.
- V. Those matters not herein expressly provided for shall be decided by Axis T and/or its representatives or agents and such decisions shall be binding upon the Lessee.
- W. Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Client. As the host of a private party, Client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at Axis T during the duration of the event described in this contract. Alcoholic beverages will be purchased and served through a catering service licensed in the State of Utah to serve alcoholic beverages. Alcoholic beverages cannot be self-served. The catering service and its agents will exercise due care in serving alcoholic beverages, and will refuse service to any person not able to prove that they are over the age of 21, or any person who appears to be impaired. Identification and proof of age will be requested from any person who all attendees which to partake in an alcoholic beverage. Alcoholic beverages will be removed from anyone believed to be a minor or from any impaired person. The catering service or its agents will provide all alcoholic beverages consumed in accordance with the laws and regulations of the State of Utah. Client shall monitor all service of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Axis T may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the premise. Axis T must receive proof in advance that you or persons contracted by you have valid licenses and permits issued by the State of Utah for serving alcoholic beverages. The Client agrees to fully cooperate with and assist Axis T, the catering service, and its agents in enforcing the

laws of the State of Utah and the policies of Axis T regarding the consumption of alcoholic beverages. Vendor staff may not consume alcoholic beverages while on the premises during an event.

The parties have executed this Agreement as of the day and year first above written.

Axis T Representative

Lessee

Signature

Signature

Date

Date