

## EVENT CENTER RENTAL AGREEMENT

This Event Center Rental Agreement (“Agreement”) is made and entered into by and between the owner (“Owner”) and the client (“Client”) whose name(s) appears below on the schedule (“Schedule”) attached to this Agreement. Each Client is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. Wherever in this Agreement the term “Client” is used, it shall also include any agents, contractors, employees, family, visiting friends, dependents, guests, employees, or other invitees or attendees, as may be indicated by the specific context.

NOW, THEREFORE, the parties hereby agree as follows:

1. Premises. Owner hereby agrees to rent to Client the real estate event space located at the address set forth in the Schedule (“Premises”) which shall only include that portion of the Premises as indicated by Owner.

2. Term. The term of this Agreement shall commence on the Starting Date set forth in the Schedule and shall terminate on the Ending Date set forth in the Schedule (the “Term”). Set up and tear down must occur during this defined Term. If Client fails to tear down and return the Premises in the condition specified herein, Owner, at its sole discretion, may apply an extra \$1,000 per day rental fee for such additional time.

3. Rent. The rent for the term of this Agreement shall be that amount set forth in the Schedule (“Rent”), payable as set forth in the Schedule (“Rent Due Date”).

4. Non Refundable Down Payment. It is agreed that Client, concurrently with the execution of this Lease, has deposited with Owner, and will keep on deposit at all times during the term of the Agreement, the sum as set forth in the Schedule attached hereto as security for the payment by Client of the rent and other charges herein agreed to be paid, and for the faithful performance of all the terms, conditions, and covenants of this Agreement (the “Down Payment”). The Down Payment is nonrefundable. A damage deposit in the amount set forth on the Schedule (“Damage Deposit”) shall be held to cover any damages to the Premises and such Deposit shall be returned to Client in full within five (5) business days of the Ending Date via ACH deposit and mailed physical check.

5. Penalty Fee. If Client cancels the event and/or terminates this Agreement (“Early Termination Date”), Client shall forfeit all funds to the owner. Event may be rescheduled up to 12 months from the original date.

6. Use of Premises. Client agrees to use the Premises only for the purpose described in the Schedule attached hereto. Client shall use and occupy the Premises in a careful, safe and proper manner; shall not commit or allow to be committed any waste thereon or use or allow the Premises to be used for any unlawful purpose. Client shall conduct all of its operations in a safe manner and shall conform to, obey and promptly comply with all applicable laws, ordinances, rules and regulations, including without limitation those pertaining to environmental and safety matters, of all legally constituted authorities in Client's use of the Premises including all alcohol distribution (no paid alcohol sales) and consumption laws as well as the posted occupancy limits in the Premises and described herein. Client acknowledges and agrees that Client shall have the opportunity to inspect the Premises prior to the Starting Date of this Agreement and that as of the Starting Date of this Agreement the Premises shall be clean and in good order and repair, if at any point prior to the Starting Date, Client must immediately notify Owner of any issues with the Premises otherwise waive such issues in full. Client's use of the

Premises and all furniture, furnishings, chattels, tangibles, and other assets in the Premises shall be "AS-IS", and Owner has not made, does not make and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the existence of or physical condition of such items or the suitability or usefulness of such items for Client's intended use. Animals are prohibited in the Premises. Client agrees not to carry on any business or occupation on the Premises or use or permit the use of the Premises for any unlawful purpose or that is restricted by the Municipality in which the Event Venue is located. No hazardous or dangerous activities are permitted on the Premises. Absolutely no excessive drinking, illegal drug use, public disturbances, physical abuse, verbal abuse, threats, or unauthorized pets, firearms, or smoking, including the use of vapor products, is permitted on or around the Premises. Any and all liabilities arising from the consumption of alcoholic beverages or other drugs on the Premises are the sole responsibility of the Client. Other restrictions on use are incorporated herein and set forth in the Usage Rules attached hereto.

7. Damage to Contents. Notwithstanding anything in this Agreement to the contrary, Client shall be responsible and liable for the loss of and damage to the contents of the Premises regardless of who owns the contents and regardless of how or by whom the loss or damage is caused. Owner will invoice the Client after the Ending Date for any such damage which shall be due upon receipt, or the late fees set forth in Section 5 hereof shall also apply. Client is responsible for all damage and may seek redress for damage charges caused by Client's guests and vendors at its own will, but this shall not serve as a defense of any kind to Client's payment for such damages to Owner.

8. Public Liability and Property Damage. Client shall indemnify and hold harmless Owner and the Premises from and against any and all loss, damage, expense, liability, demands, and causes of action, and any expense incidental to the defense thereof, resulting from injury or death of persons, or damage to property, occurring on or about the Premises or in any manner directly or indirectly growing out of or in connection with the use, occupancy, or condition of the Premises by Client or any person holding or claimed to be holding under Client whether occurring during the day(s) of the Term or otherwise.

9. Repairs and Maintenance. Client shall keep the Premises in as good order and repair as they are as of the Starting Date of this Agreement, reasonable wear and tear excepted (this does **not** include smoke or other aromas).

10. Surrender of Possession. Upon the termination of this Agreement by lapse of time or otherwise, Client shall surrender up and deliver the Premises in as good order and repair as when first received by Client, reasonable wear and use thereof (including but not limited to the items specified above) in a clean condition and in good order and repair. **Specifically, but not exclusively, Client shall remove trash, sweep the floors, clean the food prep area, and barwipe down the walls, etc.**

11. Damage or Destruction of Premises. Notwithstanding anything else herein, in case the Premises shall be damaged by fire or other catastrophe, then the following applies: (1) if not rendered unusable, as determined solely by the Owner, Owner shall cancel this Agreement and return the Rent and Deposit, or reschedule the event date. Client's only recourse shall be the return of the Rent and Deposit.

12. General. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors,

and assigns. The obligation of each Client hereunder, if more than one, shall be joint and several to the Owner. Any provision of this Agreement that is found unenforceable or invalid shall not affect any other term or provision contained herein and all other provisions of this Agreement shall be enforceable and valid as permitted by applicable laws. If such invalid or unenforceable provisions exist, at Owner's sole discretion, those provisions shall be (a) modified to the extent necessary to comply with such law, or (b) removed from this Agreement and will cease to be a part thereof. It is understood by and between the parties hereto that all agreements and understandings of any character heretofore made between them are embodied in this Agreement and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto. If any other written Agreement was ever entered into by Client with Owner, or Owner's predecessor, then the terms of this Agreement shall supersede and revoke any and all prior Agreement agreements or similarly related agreements. It is the intent of both parties that this Agreement control Client's rent and use of the Premises. Client agrees that Owner may take general promotional photos and videos and Owner reserves the right to use these photos or videos for promotional purposes only. It is understood by Client that attending the Premises includes permission to use their images in such materials.

13. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER AND CLIENT (1) AGREE THAT THE MAXIMUM DAMAGES UNDER THIS AGREEMENT BY OWNER TO CLIENT SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE RENT AMOUNT REGARDLESS OF FAULT OR DAMAGE, AND (2) EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO AND AGREE TO SUBMIT ANY ISSUES ARISING HEREUNDER TO BINDING ARBITRATION.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date set forth on the Schedule.

**OWNER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

**CLIENT:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**SCHEDULE TO AGREEMENT**

1. Owner: VSF Investments 12, Ltd.
2. Client: \_\_\_\_\_
- Client's Phone Number: \_\_\_\_\_  
\*Client shall notify Owner of any change to her/his telephone number immediately upon obtaining one, if there is a change.
- Client's Email Address: \_\_\_\_\_  
\*Client shall notify the Owner of any change to her/his e-mail address immediately upon obtaining one, if there is a change.
3. Property/Premises: 319 N. Wayne, Piqua, Ohio
4. Effective Date/Term: Effective Date of Agreement (Date Signed): \_\_\_\_\_  
Event Starting Date/Time: \_\_\_\_\_  
Event Ending Date/Time: \_\_\_\_\_  
**\*\*All items from Client and Client's Vendors Must be Removed By 11:30pm on the night of the event.**
5. Rent Amount: \$ \_\_\_\_\_  
Down payment Amount: \$ \_\_\_\_\_  
Balance of Rent Due Date: \$ \_\_\_\_\_  
Damage Deposit: \$ 500 (in addition to the total rent - Due 60 days prior and held for (5) business days after the event)
6. Use of Premises: \_\_\_\_\_
7. Other Provisions: \_\_\_\_\_
8. Miscellaneous Items:

- A. Estimated Number of Guests: \_\_\_\_\_  
(Capacity 250 for reception only, or 200 for ceremony and reception)
- B. Food/Caterer: \_\_\_\_\_
- C. Bartenders \_\_\_\_\_
- D. Others: \_\_\_\_\_
- E. All Scope of Rental(s) attached hereto are incorporated herein

IN WITNESS WHEREOF, the parties have executed this Schedule to Agreement as of the Effective Date.

**OWNER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

**CLIENT:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Scope of Rental**

IN WITNESS WHEREOF, the parties have executed this Scope of Rental as of the Effective Date.

**OWNER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CLIENT:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Usage Rules Schedule**

Following are usage rules that must be followed by Client. Non-adherence to these rules will lead to fines and/or damages.

1. All rentals are good for 12 hours unless specified otherwise with the director. 11am-11pm. Last call for all alcoholic beverages needs to be at 10pm.

2. Rehearsals are a two-hour window during the week prior and must be confirmed with Owner in advance.

3. Tables and chairs will be positioned by Owner’s staff members based on the final plan agreed to by the Parties. Should Client choose to make substantial adjustments to the layout after placement, Client must receive consent from Owner.

4. Event Center wall tape is the preferred method to attach décor items to walls or fixtures in the Premises. Tape must be removed completely along with the décor items during tear-down. Use of Nails or screws in any wall, fixture or equipment is prohibited.

5. Candles, lanterns, and all types of open flame are NOT PERMITTED due to local fire codes

6. The following Celebration Items are NOT permitted on the Premises: bird seed, rice, confetti, party string, Chinese sky lanterns, sparklers or fireworks. The following items may be used OUTDOORS ONLY: bubbles, lavender, real flower petals (or other similar organic materials).

7. Client is responsible for communication of rules to all guests and vendors including but not limited to the following:

a. Florists: Florists may bring their own containers. Clients must notify Florist that every plant must have an underlying tray to prevent water marks on floors and/or furnishings. All floral equipment and residue (i.e. flower petals or leaves) must be removed from the Premises (building and grounds) during tear down.

b. Music/Entertainment: Clients and Client vendors must adhere to the following rules: Volumes must be kept at a reasonable volume at all times; All equipment must have felt/rubber bottoms or be placed on a carpet or other protective material; Equipment that gets hot during use must be mounted on appropriate fireproof materials; and Owner reserves the right to end Music/Entertainment for not following these rules.

c. Rental Equipment//Wedding Supplies: Rental equipment/wedding supplies procured from outside vendors must be delivered and removed during the Term. All equipment must have appropriate materials to ensure no damage is made to the Premises floors, walls, or ceilings.

d. Caterers & Bartenders: Caterers and bartenders must leave the bar & food preparation area clean and ready for use, including sweeping and mopping the floor, wipe down of the food preparation tables, refrigeration and clean out and remove any food waste that can be disposed of in our dumpster. All waste must be bagged. All leftover alcohol, containers, cups, mixers, and other items must be removed.

IN WITNESS WHEREOF, the parties have executed this Usage Rules Schedule as of the Effective Date.

**OWNER:**

**CLIENT:**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_