

THE STRATFORD

DATE

674 STRATFORD ROAD
MEMPHIS, TN 38122
Thestratfordmemphis.com

Event Title: _____ # Guests: _____
Client Name: _____
Phone: _____
Email: _____
Address: _____
Event Type: _____
Caterer: _____ Alcohol: _____
Coordinator Contact: _____ Cell: _____
Email: _____
Alt Contact: _____ Cell: _____
Email: _____
Damage Certificate of Insurance Received: _____
COI Coverage Date/Time: _____
Alcohol Provisions: _____

Event Date: _____
Event Time: _____
- Load In: _____
- Load Out: _____
100% All Clear Time: _____
Base Rental Fee: _____
Add Ons: _____
Total Rental: _____
\$0 MO/Cashier CK or 3% Credit Card Fee:
\$ (50% down) + CC fee Due at Signing:
Date PD: _____ Amt PD: _____ Bal: \$ _____
BALANCE DUE: _____
DATE PAID IN FULL: _____

TERMS: _____ due at signing. _____ Balance Due _____, add on cost due at selection. (CLIENT), 21+ years of age must provide a credit card to remain on file, sign the agreement, pay the rent and fees, provide damage liability certificate of insurance (COI) and maintain the terms. When the agreement is signed, COI delivered, all payments made, the date is held and the booking is confirmed. When the final balance is paid on time, booking shall remain confirmed, and the date remains held by meeting these terms.

CLIENT will hire a coordinator to oversee the production. The plan, layout, and schedule must be finalized / approved by THE STRATFORD and CLIENT _____ with modifications paid ASAP. Unapproved changes may result in additional fees not in this agreement, and STRATFORDS refusal to accommodate the changes.

City of Memphis Noise Ordinance Sec. 9-68-4. Amplified Sound states: "There will be no amplification of sound during the hours between 11:00 p.m. and 7:00 a.m." Bars will close 30 minutes before the event ends. Amplified Sound will end at 11p.m. at the latest and house lights will be turned on at 11 p.m. at the latest.

1. THE RENTAL

1.1. The rental ends _____, the "All Clear" time when the venue is returned to the condition received.

1.2. This rent includes 2 tours max, the Social Hall for _____ guests , engineer for _____, video wall _____ and, _____ security officer(s), _____ bar area(s), venue staff, cleaning crew, set up/strike of STRATFORD banquet chairs, 60" round tables, 30" round tables, 30" x 72" inch banquet tables as identified in the approved event layout.

2. VENUE CARE AND CONDITION

2.1. CLIENT and STRATFORD will inspect the venue prior to load in and note damages or conditions present. Both will inspect again before leaving the premises to determine any damages from the event.

2.2. Should damages occur, they will be photographed, and acknowledged by signature of both parties. Professional quote(s) will be submitted and a bill will be presented for CLIENT to file a claim for the damages identified. Insurance payment will be made to THE STRATFORD.

2.3. CLIENT and their staff are responsible for outside event rental payment, delivery and pickup scheduling, set up, strike and for returning STRATFORD to its original condition before "All Clear".

3. CLIENT

3.1. CLIENT will approve and follow the event plan, and produce a safe, successful event.

3.2. STRATFORD priorly negotiated terms and has given consent for CLIENT to rent STRATFORD for _____ including set up, the event, and load out leaving the venue as found.

3.3. CLIENT pays their staff, performers, speakers, catering, bartenders, vendors, gratuity, etc. (costs outside this agreement). CLIENT to manage set up/strike, and work for a safe, successful event. Nothing will be fixed to inside/outside walls, floors, doors, windows or ceilings; no birdseed, helium balloons, glitter, confetti, sparklers, smoke or fog machines, no open flames (battery candles only).

Client agreed and approved: _____ Date: _____

3.4. CLIENT, guests, catering, vendors, and all items must be 100% off premises inside and out by _____pm. Additional time for load out, cleaning, or repairs to secure the venue due to damages from the production will result in overtime fees. CLIENT is responsible for overtime. \$300/hour charges begin after "All Clear" at _____. STRATFORD is not responsible for items left behind.

3.5. CLIENT is responsible for the cost to tow vehicles left past "All Clear", for cleaning above normal, and for work required to return the venue to its original condition. Cost for overtime is listed above. STRATFORD and CLIENT rep to remain onsite, confirm the venue is returned to its original condition, confirm overtime, and confirm the venue is in fact "All Clear".

3.6. CLIENT will restrict the guest list not to exceed the approved event plan for ____guests, and will assure members, guests, and vendors follow the schedule and plan.

3.7. CLIENT will support Caterer_____. Catering crew will sweep, mop, clean their work areas, remove trash, supplies, and food prior to leaving the premises. This event WILL / WILL NOT serve alcohol. CLIENT will assure, no outside alcohol is brought onto the premises (no guest BYOB).

3.8. CLIENT is responsible for the discipline of their staff, outside vendors, performers, and guests. STRATFORD reserves the right to terminate the event entirely at CLIENT's expense if guests or anyone becomes destructive, threatening, uncontrollably unruly or a public danger.

3.9. If CLIENT, for any reason beyond its control including but not limited to: natural disaster, government mandate or requisition, unforeseen accident, fire, flood or act of war, is unable to perform its obligation under this agreement, CLIENT will reschedule the affected performance at STRATFORD once the unforeseen conditions are lifted.

3.10. Should CLIENT cancel with no cause, the original TERMS and payment schedule will remain in full force and effect with no refund of payment to date.

3.11. Use of the venue is restricted to the approved plan. Any deviation from the plan and schedule may result in additional fees or the unapproved revision not happening. CLIENT will not use the venue in a manner to increase risk to guests, or result in an increased risk of damages, or risk STRATFORD losing insurance coverage, or a cancellation of any regulatory, or venue policy or permit.

3.12. CLIENT will not sublease the venue or assign rights or privilege, or allow any person to occupy the premises not included on the contract, or the approved plan.

3.13. Approved outside vendors, or rental items delivery, or pick up schedules, or terms are the responsibility of CLIENT rep to schedule and manage. The CLIENT is responsible for their vendors.

3.14. CLIENT will not keep, use, or sell anything on site prohibited by any law, policy or covenant. CLIENT will comply with local, county, state and federal governing agencies and requirements of applicable venue insurers to keep in force STRATFORD's licensure, fire and liability insurance.

3.15. CLIENT will not allow a public nuisance or waste on the property; the venue shall not be used for any unlawful purpose according to the laws and ordinances of The City of Memphis, Shelby County, the State of Tennessee and the United States of America.

3.16. CLIENT and their rep shall not permit activities not approved in the plan, or activities that are in violation of this agreement, applicable ordinances of Law, and Regulations of The City of Memphis, of Shelby County, The State of Tennessee, or of the United States of America.

4. LIABILITY AND INDEMNITY

4.1. CLIENT will indemnify and hold harmless STRATFORD LLC, REEDY AND COMPANY REALTORS LLC, MEMPHIS INVESTMENT PROPERTIES LLC, VALUE HOME MAINTENANCE LLC from liability, loss, damage, or obligations resulting from injuries or loss due to anyone not following the event plan.

4.2. STRATFORD shall not be liable for claims, injury or damage to persons, or property relating to this event, including, but not limited to staff, guests, vendors or event affiliates. Including, but not limited to damage or loss inside, outside, on sidewalks, adjacent areas during the rental term or extension.

4.3. CLIENT assumes responsibility for STRATFORD property, and inventory while in use for their event and will be charged for property not returned, or damaged while in their care, custody and control. Subject to any clause of the agreement that authorizes STRATFORD to file claim on the damage insurance.

4.4. CLIENT agrees to pay for losses due to theft, breakage, damage, or lost revenue created by the CLIENT, their staff, vendors, entertainment, guests use or misuse regarding involvement in the event. CLIENT is responsible for neglect, or damages caused by anyone attending, or affiliated with the event.

Client agreed and approved: _____ Date: _____

4.5. CLIENT will allow STRATFORD to photograph the event set up. CLIENT will provide STRATFORD event photos / videos / images and approved designs to use on our social media and marketing materials and hold Stratford harmless for using approved images or video for promotion.

5. THE STRATFORD

5.1. Payments are due according to the TERMS and schedule on page 1. STRATFORD has the right to cancel the event if payment is not received according to the page 1 TERMS and payment schedule.

5.2. STRATFORD reserves the right to exclude or eject anyone that causes, or gives an impression of impropriety causing damage to guests, or the property. STRATFORD will not be responsible for damage or loss of articles left on the premises prior to, during, or following the event.

5.3. STRATFORD security will be present one hour before/during the event, and one hour after the event. Guest list is _____ max. Therefore there is / is not a need for overflow parking/added security.

5.4. If STRATFORD, for any reason beyond its control, including but not limited to: natural disaster, government mandate or requisition, unforeseen accident, fire, flood or act of war, is unable to perform its obligation under this Contract, STRATFORD will reschedule the affected performance once the unforeseen conditions are lifted.

5.5. Upon faithful performance of the terms and covenants of this agreement, STRATFORD grants the CLIENT permission to peaceably and respectfully have, hold, and enjoy the use of the premises for the purpose and the term agreed upon in the event plan and this agreement. STRATFORD venue rep will be onsite for two scheduled tours at scheduled times and to oversee venue operations as agreed upon.

5.6. STRATFORD staff sets up and strikes all STRATFORD assets, and completes venue clean up.

6. DEFAULT

6.1 In the event that THE STRATFORD must terminate the agreement for CLIENT non compliance, CLIENT shall remain liable to THE STRATFORD for any and all fees including reasonable attorney fees due under the terms of this agreement for the entire agreement term.

6.2 Abandonment of the premises, no official cancellation, or nonpayment according to the agreed upon schedule by CLIENT is considered default under the terms of this agreement.

6.3 THE STRATFORD may recover punitive damages from CLIENT for the willful destruction of property caused by CLIENT, COORDINATOR, guests, vendors or any other person on THE STRATFORD property in attendance at the CLIENT event.

This agreement is governed by State of Tennessee laws. Parties agree any legal, or equitable action for claims, debts, or obligations arising out of, or to enforce this agreement must be brought into a court of competent jurisdiction located in Memphis, Shelby County, Tennessee and both parties hereby agree that such jurisdiction and venue is appropriate. The parties acknowledge, and agree this constitutes the entire agreement between the parties and no subsequent modifications, or alteration of this agreement shall be effective or binding unless it is set forth in writing and signed by both parties.

IN WITNESS WHEREOF, said parties have executed this agreement to be effective as of the date first above and below written.

By approving this proposal, you acknowledge that you have read and agree to the terms and conditions listed and will follow all STRATFORD policy, protocol and procedures.

(CLIENT): _____

Date _____ Print _____ Signature _____

STRATFORD (AGENT): Mamie Pike, Director _____

Date _____ Print _____ Signature _____