

cornerstone

NASHVILLE

FACILITIES RENTAL AGREEMENT

CONTRACT NO.# _____ REVISION NO.# _____ DATE _____

This agreement is between **CORNERSTONE NASHVILLE, 726 West Old Hickory Boulevard Madison TN (LESSOR)**, and _____, hereinafter referred to as **LESSEE** or **USER**. This agreement states that **CORNERSTONE NASHVILLE** shall allow the **USER** access and the use of the facility as conditioned and described below, subject to all the policies and procedures of **Lessor**.

EVENT NAME: _____

DATE(S) OF USE: _____

EVENT START TIME: _____

END TIME: _____

LOCATION(S) BEING UTILIZED (SANCTUARY, MC'S, SC'S, WC'S):

AV MEDIA REQUIREMENTS: (VIDEO, LIGHTING, SOUND)

STAFFING REQUIREMENTS: (CUSTODIAL, PARKING, TRAFFIC, USHERS, SECURITY)

CONTRACT AMOUNT: _____ CONTRACT DEPOSIT: _____

All Balances are to be paid in full by day of Event. Please remittance all payment to Accounting Dept. Cornerstone Nashville 726 West Old Hickory Blvd, Madison TN 37115 and reference your Contract number # with your payment marked as deposit payment or balance payment.

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(Please initial as agreement to the guidelines below.)

_____ USER agrees that Event Load In/Out is limited to two (2) Hour window before and after the event. If the Event will require additional Load In /Out Time, this must be discussed and agree upon prior to the Event and added to the initial contract pricing. If the Event should run over the schedule load in/out times without a contract, a late fee will be assessed and sent to the Responsible Party, billed at \$250 per 1 hr. increments.

_____ USER will see that the FACILITY is not misused or abused and accepts full financial responsibility for all damages caused by USER or any persons attending the Event. It is also agreed that there will be proper adult supervision for children all times, that the FACILITY is used in conformity with all policies and regulations of CORNERSTONE NASHVILLE that have been provided to USER in writing, and that all other terms of this agreement are adhered to and followed.

_____ USER acknowledges that upon completion of Event, USER is responsible to restore and return the reserved areas to their received condition subject to ordinary wear and tear. An additional cleaning fee will be assessed if excessive cleaning is necessary. USER agrees to exit the space no later than the end time agreed upon per this contract agreement.

_____ USER understands that they may decorate their Event location, but they may NOT move furniture, apply labels, tape, or nails, or hang any form of signage on the walls, doors or other areas of the facility Unless Authorized by CORNERSTONE NASHVILLE. All decorations must be removed immediately and completely following the event.

_____ USER acknowledges that CORNERSTONE NASHVILLE will not be responsible to provide any special equipment or personnel unless specifically agreed to by CORNERSTONE NASHVILLE and the USER. If a need is not specifically called out in the contract as included, then the USER can assume it will not be included or billed as a change order with prior approval.

SPECIAL NOTES OR REQUIREMENTS:

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GENERAL CONDITIONS

CONTROL OF BUILDING: In leasing the Premises to the Lessee, Lessor does not relinquish the right to control the management thereof or to enforce all necessary and proper rules for the management and operation of the Premises. Agents and employees of Lessor may enter the Premises at any time and on any occasion. Lessor reserves the right to eject any person or persons from the Premises, and Lessee hereby waives any right or claim to damages from Lessor as a result of the exercise of that right.

PARKING LOT: In leasing the Premises to the Lessee, Lessor in no way relinquishes its sole right to the control of all parking lot operations.

TICKETS: It shall be the Lessee's responsibility to have tickets printed at Lessee's sole expense. Lessor reserves the right to approve or disapprove the printed form of said tickets.

PERSONNEL: Lessee shall furnish all necessary labor, at Lessee's expense, required for take-in, set-up, presentation, and take-out of the show, attraction, or event. Should your event require use of the Lessors sound and or theatrical lighting, Lessor will provide the required technicians as part of the Lessee's fee. Should Lessee furnish additional technicians at Lessee's expense, they are to be trained by Lessor's technicians and will be under the supervision of Lessor's house manager.

INDEMNITY: Lessee hereby agrees to fully defend, indemnify, and hold Lessor, its parent, affiliates, and subsidiaries, directors, officers, employees, and agents harmless from any and all third-party claims, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees), of whatever nature, directly caused by Lessee's negligent use and occupancy of the Premises.

Lessee shall at all times during the term of this Lease Agreement maintain a commercial liability insurance policy with a minimum limit of One Million Dollars (\$1,000,000) single limit bodily injury and property damage. Lessee shall (i) require its insurance carrier to name Lessor as an additional insured under said policy. (ii) provide Lessor with a Certificate of Insurance evidencing the required coverage at least ten (10) days prior to the rental term established herein, and (iii) provide Lessor with at least ten (10) days' notice of any material change, expiration or cancellation of the required coverage.

Lessor hereby agrees to fully defend, indemnify, and hold Lessee, its parent, affiliates, and subsidiaries, directors, officers, employees and agents, harmless from any and all claims, damages, liabilities, judgments, costs and expenses (including attorneys' fees), of whatever nature, arising out of or in connection with the breach of this Agreement by Lessor.

BUILDING SERVICES: Lessor will furnish heat, lights, water, and air conditioning in its discretion and as it may determine the reasonable needs of the Lessee to be. In no case will the Lessor furnish any of the aforementioned services in amounts or degrees beyond the installed capacities of said services.

LICENSES/TAXES: Lessee shall be responsible for obtaining all permits, licenses and approvals necessary for Lessee's use of Premises including, but not limited to, music performing licenses. Lessee shall be solely responsible for filing all required tax returns, statements and reports in connection with the use of the Premises and shall pay all taxes due.

LAW OBSERVANCE: Lessee agrees that every person connected with the Lessee's occupancy and use of the Premises shall abide by, conform to and comply with all applicable laws of the United States and the State of Tennessee, all ordinances of the Metropolitan Government of Nashville and Davidson County, and all rules and regulations of Lessor that have been provided to Lessee in writing, for the management of the Premises. Lessee will not do, or suffer to be done, anything on the premises during the term of this Lease Agreement in violation of said laws, ordinances, rules or regulations.

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SOUND LEVELS: Lessee agrees to abide by any and all standards imposed by such laws, ordinances, rules or regulations, as well as any regulations established by Lessor, with respect to the level of noise created by performances.

FORCE MAJEURE: If Lessor is unable to provide the Premises or any of the services called for herein as a result of events or occurrences beyond its control including but not limited to fire, acts of God or labor disputes, then with party shall have the right to immediately terminate this Lease Agreement without any liability to Lessee. Lessee shall remain liable to Lessor for the payment of any sum previously earned by Lessor by virtue of the use of the Premises by Lessee or the provision of services to Lessee prior to termination. If termination occurs prior to the event, all amounts previously paid by Lessee will be refunded.

REMOVAL OF PROPERTIES: If goods, wares, merchandise or property of any kind or description are left in the Premises after the termination date of this Lease Agreement, Lessor shall be authorized to remove and store, at the expense of the Lessee, all such goods, wares, merchandise, or property. Lessor shall not be liable for any damage or loss to such goods, wares, merchandise, or property which may be sustained, whether during removal or storage. Likewise, if any goods, wares, merchandise or property of any kind or description owned by Lessor are removed or missing from the Premises during or after Lessee's event, Lessee agrees to reimburse Lessor for the full replacement cost thereof.

SEATING CAPACITY: At no time shall Lessee sell or otherwise dispose of tickets in excess of the seating capacity of the Premises. Lessor will furnish a seating chart to Lessee. Lessee will not permit chairs or other objects to be or remain in the passageways or exit ways and will keep all passageways and exit ways clear at all times. Sidewalks, grounds, entries, passages, vestibules, halls, abutting streets and all ways of access to public utilities shall not be obstructed by Lessee, its agents, or employees, or be used for any purposes other than ingress to and egress from the Premises.

DEFACEMENT OF BUILDING: Lessee shall not injure or mar, or in any manner deface the Premises, and shall not cause or permit anything to be done whereby the Premises shall be in any manner injured or marred or defaced, nor shall Lessee drive or permit to be driven any nails, hooks, tacks, screws or bolts in any part of the Premises, nor shall Lessee make or allow to be made any alterations of any kind therein or thereon. If said Premises or any portion thereof, shall during the term of this Agreement, be damaged by the act, default or negligence of the Lessee, its agents, employees or any person admitted to the Premises as a member of any audience or otherwise by Lessee, Lessee will pay to Lessor, upon demand, such sum as will be necessary, as reasonably determined by Lessor and Lessee, to restore the Premises to its original condition, ordinary wear and use excepted.

CARE OF THE PREMISES: Lessee shall cause the Premises to be kept clean, orderly and generally cared for during the term of this Lease Agreement.

RESPONSIBILITY FOR PROPERTY: Lessor assumes no responsibility whatsoever for any property placed in the Premises by Lessee and Lessor is hereby expressly relieved and discharged from any and all liability for any loss or damage to such property unless caused solely by Lessor.

SIGNS AND POSTERS: Lessee will not post or exhibit, or allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description inside or in front of or on any part of said building unless approved by Lessor. Lessee shall not allow any advertising to imply that Lessor is sponsoring or endorsing the event which is the subject of the Lease Agreement without the prior written consent of the Lessor. Lessee shall not at any time advertise any Lessor office telephone number unless approved in writing.

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LOST ARTICLES: Lessor shall have the sole right to collect and have custody of articles left in the building by persons attending any event given or held in the Premises, and neither Lessee nor any person in Lessee's employ shall collect or interfere with the collection or custody of such articles.

ALCOHOLIC BEVERAGES: Lessee shall not permit any alcoholic beverages or drugs to be brought into or consumed on the Premises.

NO SMOKING: This is a non-smoking facility. Lessee shall not permit tobacco products to be used in the facility.

ASSIGNMENT: Lessee shall not assign this Agreement nor sublet the Premises or any part thereof without the prior written consent of Lessor.

FIRE HAZARDS: Lessee shall not, without the prior written consent of Lessor, set up or operate any engine, motor, or machinery on the Premises. Further, Lessee shall not use oils, explosives, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes on the Premises. Lessee agrees that all decorative material used in the Premises must be flameproof and that all matters involving safety must be resolved in accordance with the decisions of the Lessor.

DISCRETIONARY MATTERS: Any activities not herein expressly provided for shall be subject to the sole discretion of Lessor. The services of all persons, the procurement of all equipment and materials, and all expenses not herein specifically made the responsibility of Lessor, shall be deemed to be the responsibility of Lessee unless otherwise agreed in writing by both parties.

TERMINATION: If at any time following the execution of this Lease Agreement Lessor (i) has reason to believe that Lessee is not going to be able to satisfy its obligations under this Lease Agreement, including, but not limited to, the obligation to make the lease payments called for in section 3 above, and/or (ii) has a good faith reason to believe that Lessee intends to utilize the Premises for any activity or use which is not in keeping with the family oriented image of Cornerstone Church then Lessor shall notify Lessee of its concerns in writing. Upon receipt of such notice, Lessee shall promptly satisfy to Lessor's reasonable satisfaction the obligation(s) identified by Lessor as being a concern and/or modify to Lessor's reasonable satisfaction or eliminate the activity identified by Lessor as not being in keeping with the family-oriented image of Cornerstone Church. Failure of Lessee to satisfy Lessor's concerns either within five (5) days following receipt of notice from Lessor or, if notice is given less than five (5) days prior to the Lessee's scheduled occupancy date; prior to the commencement of Lessee's occupancy of the Premises, then Lessor shall have the right to immediately terminate this Lease Agreement and return any unearned portions of the lease payments previously paid by the Lessee to Lessor pursuant to the terms of this Lease Agreement.

CAPTIONS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction, or meaning of any provision or of the scope or intent of this Agreement or in any way affect this Agreement.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Lessor and Lessee agree that the State and Federal courts located in Davidson County, Tennessee, shall be the sole venue and shall have sole jurisdictions for all disputes arising hereunder.

CORNERSTONE BYLAWS: At no time will activities or advocacy take place at CORNERSTONE NASHVILLE buildings or grounds that conflict with the practices of our Constitution, Bylaws and Statement of Faith. We reserve the right to accept or reject any reservation request.

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By signing this FACILITIES RENTAL AGREEMENT, the USER understands and willfully agrees to adhere to all policies and conditions defined herein.

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

Chief Financial Officer

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____