



RENTAL AGREEMENT



This Rental Agreement, hereinafter called the "Agreement" is entered into on the booking date, by and between LOFT 105, as Operator of those certain facilities located at 100 E. Hubbard St, Suite 105, Lindale, TX 75771, hereinafter called the "Property" and the Lessee, as named on the booking reservation, hereinafter called the "Lessee."

RENTAL DETAILS: For the rental of the Property, Lessee shall pay sum designated by the system for the use of the Property. Owner agrees to reserve Lessee's requested date and timeframe (hereinafter called the "Reserved Date") for the use of the Lessee. Lessee has use of the property on the Reserved Date with the time allotted for the event during reserved times. Lessee will have access to the building from the designated timeframe agreed upon on the Reserved Date. This includes time for setup, breakdown and cleanup. ALL events must end by the agreed upon time. In accordance with local municipal regulations, the latest available time is 12:00 midnight on Friday and Saturday, or 11:00 PM Sunday through Thursday. Extended hours may be available for additional rental fees.

OCCUPANCY DETAILS: The Maximum Building Occupancy or Attendee count must not exceed 150. Lessee will be solely responsible for adhering to the Maximum Building Occupancy restrictions and assure that all event Attendees comply with these standards.

PAYMENT: For the consideration of the "Booking Fee", paid to Owner by Lessee, Owner agrees to the Reserved Date for the use of Lessee. All sums due to Owner shall be paid by Lessee at the time of booking. Such payment shall be in the form(s) outlined in the system. It is further understood and agreed between Owner and Lessee that once the Agreement has been executed, and become binding, the Reserved Date is removed from the Availability Calendar. At that time, the Booking Fee and all other sums of money paid to Owner are NON-REFUNDABLE. If Lessee fails to appear, or cancels this Agreement at any time, for any reason whatsoever. In the event the Property is partially, or totally destroyed by fire, wind, hailstorm or other natural disaster, occurrence or accident. Owner shall notify Lessee of same as soon as it is feasible to do so, and after having been notified, Lessee shall have the right to inspect the Property and having done so, Lessee at Lessee's sole option and discretion, Lessee may elect to either:

- accept the Property with the repairs which Owner makes prior to the Reserved Date on the same terms and rental rates as set forth in this Agreement or on such other terms and rental rates to which Owner and Lessee may agree or;
- Lessee may elect to have all of Lessee's funds returned to Lessee and Owner shall have no further obligation to Lessee after having refunded to Lessee all of the funds which Lessee has deposited with the Owner.

SECURITY / DAMAGE DEPOSIT: An additional payment of \$150.00 is required as a security deposit on the Reserved Date to be held by Owner in the event that there is any damage to the Property caused by Lessee and/or all other persons, including but not limited to guests and other parties, coming onto the Property in association with and/or in conjunction with Lessee's use of the Property whether such damage occurs on the Reserved Date or prior to the Reserved Date. For purposes of this Agreement as it is related to the Security/ Damage Deposit and damage(s) to the Property, Owner and Lessee hereby agree that all items (including, but not limited to tables, chairs, appliances, equipment, audio/video equipment, decorations, furniture, tablecloths, etc. by way of example) belonging to Owner and/or leased or rented by Owner shall be considered to be a part of the Property. Lessee hereby agrees to be responsible and personally liable to Owner to pay for any damage(s) to the Property that might exceed the amount of the Security/ Damage Deposit. The payment for any such damage(s) is due immediately upon notice from Owner. If there is no damage to the Property, or if damage(s) are less than the amount of the Security Deposit, all of the unused portion of the deposited funds shall be refunded to Lessee within 30 calendar days of the day following Lessee's occupancy.

SETUP / BREAKDOWN / CLEANUP / GENERAL USE: Lessee is responsible for all setup and breakdown of event furnishings and decor. As well as making sure all counters have been wiped down, floors have been swept, fridge is cleaned out and all trash is taken out to the dumpster at the end of the event. Lessee may not leave any items in The Property overnight, unless Lessee has secured a multi date event, before or after the event, unless specifically given permission. This includes items delivered by rental companies. The Owner is not responsible for items left in the building after the event. All items left will be discarded after 30 days, and only after an attempt has been made to return item(s) with no success. Additionally, ALL food and beverage items left behind will be disposed of immediately. If Lessee fails to complete the steps necessary under this provision, a \$100.00 may be deducted from the Security/Damage Deposit. Due to the historic nature of the property NO nails, hooks, tape, command strips, etc. can be used to decorate. Nothing can be attached to the walls, ceilings, floors, windows, doors, etc. Additionally, only votive candles or pillar candles completely contained may be lit in the building. Tapers may be used for decoration only, and not lit. A unity candle is an exception if used only during a wedding ceremony and extinguished immediately after use. No rice, seeds, flower seeds or buds, confetti, loose sand, loose glitter, silly string or crepe paper may be used inside or outside The Property. If flower petals are being used to line or decorate any area or walkway, only artificial petals may be used inside; only natural petals may be used outside. This is a Non-Smoking building in accordance with the City of Lindale Code of Ordinances, No. 05-2011, Section 1-01 through 1-20. Any evidence of violation will result in a complete forfeiture of the security deposit.

GENERAL LIABILITY: AS A PART OF THE CONSIDERATION AND CONDITION THAT IS REQUIREMENT OF OWNER PRIOR TO OWNER ALLOWING LESSEE TO INVITE ANY PERSON(S) ONTO THE PROPERTY FOR ANY REASON(S) WHATSOEVER, LESSEE HEREBY AGREES TO BE LIABLE AND RESPONSIBLE FOR ALL ACT(S) OF EVERY KIND AND NATURE FOR EACH AND EVERY PERSON IN ATTENDANCE AT LESSEE'S FUNCTION OR EVENT. FURTHER, LESSEE HEREBY AGREES TO HOLD OWNER HARMLESS AND TO COMPLETELY INDEMNIFY OWNER IN THE EVENT OF ANY LAWSUIT(S) AND/OR CAUSE OF ACTION(S) INITIATED AND BROUGHT AGAINST OWNER IN THE EVENT OF ACCIDENT, INJURY, AND/OR DEATH TO ANYONE, REGARDLESS OF WHETHER OR NOT THE ACCIDENT, INJURY AND/OR DEATH OCCURRED ON THE PROPERTY OR OFF THE PREMISES OF THE PROPERTY.



INSURANCE: Lessee is not required to maintain liability insurance in effect for the duration of the contract. A Commercial General Liability Insurance policy was made available at the time of processing the booking. If purchased, the event will be covered on an occurrence basis, including products and completed operations, property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate. If Lessee selects and purchases said insurance, the Owner shall be added as an additional insured. If Lessee is serving alcohol, Lessee must have Liquor Liability Insurance on an occurrence basis, including property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence. Lessee is required to provide proof of insurance to the venue no later than 3 business days after time of booking. These insurance requirements shall apply to any contractor or third-party vendor hired by Lessee to provide services at the event.

ALCOHOLIC BEVERAGES: The Owner does not have a liquor license and will not provide any form of alcohol for any event. The Owner will not pick up or sell any alcoholic beverages. It is understood and agreed that Lessee may serve beverages containing alcohol (including beer, wine, champagne and liquor) hereinafter called "Alcohol", upon the following terms and conditions:

- if ANY alcohol is to be served during an event with 20 people* or more in attendance, a uniformed security guard must be present for the duration of the Reserved Date;
- the officer must be present from the time service of alcohol begins until the end of the event.
- a TABC certified bartender must be used when Alcohol is present; the bartender must be present and behind the bar for the entire time alcohol is being served;
- Under NO circumstances shall Lessee sell or attempt to sell Alcohol to anyone;
- Lessee shall not permit any person under the ages of twenty-one (21) to consume Alcohol, regardless of whether or not the person is accompanied by a parent or legal guardian.
- Lessee hereby agrees to use Lessee's best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated;
- Lessee hereby expressly grants to Owner the right to instruct the uniformed officer(s) to remove any person(s) from the Property, if in the opinion of Owner, Owner's representative in charge, and/or the uniformed officer(s) the person(s) are intoxicated, unruly or could present a danger to themselves or others, and/or the Property;
- Lessee hereby agrees to be responsible and liable for the enforcement of the terms and conditions upon which Alcohol may be served on the Property and Lessee further acknowledges that Owner shall have no responsibility or liability to either enforce or assist in the enforcement of such terms and conditions.

CANCELLATIONS: Once the date is booked and payment is made, there are **No Refunds**. If an emergency cancelation occurs, we can move to a later date based on availability. The only way we accept a cancelation is if there's damage done to the building due to weather, fire, or any other accident. The lessee will be able to tour the venue and decide if they want their event to continue or be refunded.

OWNER'S NOTICE TO LESSEE ABOUT PROPERTY CONDITION: There are numerous areas that have a graded incline, steps and/or stairs that could result in someone slipping and/or falling and thereby incurring the risk of varying degrees of bodily injury and/or death. There are numerous electrical outlets throughout the Property without childproof safety covers and extreme caution should be taken to prevent careless use of such outlets and to keep children from being allowed to have unsupervised access to such electrical outlets. LESSEE HEREBY ACKNOWLEDGES THAT LESSEE ACCEPTS THE PROPERTY WITH THE ABOVE CONDITIONS.

LESSEE FURTHER ACKNOWLEDGES THAT LESSEE HAS INSPECTED THE PROPERTY PRIOR TO ENTERING INTO THIS RENTAL AGREEMENT AND ACCEPTS THE PROPERTY IN ITS CONDITION AS OF THE DATE OF THIS AGREEMENT AS TO BEING SUITABLE FOR THE SAFETY AND WELL BEING OF LESSEE AND ANYONE COMING ONTO THE PROPERTY AS A RESULT OF LESSEE'S USE OF THE PROPERTY. ADDITIONALLY, LESSEE HEREBY AGREES TO HOLD OWNER HARMLESS AND TO INDEMNIFY OWNER TO THE FULLEST EXTENT BY LAW AGAINST ANY AND ALL CLAIM(S) OR CAUSE(S) OF ACTION(S) INITIATED OR BROUGHT AGAINST OWNER AS A RESULT OF THE CONDITION OF THE PROPERTY OR OTHERWISE RELATING TO LESSEE'S USE AND/OR RENTAL OF THE PROPERTY.

At its sole discretion, LOFT 105 reserves the right to document an event for marketing purposes only. Copies of photos and or video content are available to the Lessee upon request.

USE OF THE PROPERTY: The use of the Property shall be governed by the terms, conditions, rules and regulations set forth below, which is hereby incorporated as a part of this Agreement by reference.

ENTIRE AGREEMENT: This Agreement contains and represents the entire and complete understanding and agreement between Owner and Lessee and cannot be changed, except by the mutual written consent of both Owner and Lessee.

I HAVE THOUGHTFULLY REVIEWED THE ABOVE TERMS AND CONDITIONS AND HEREBY STATE THAT I UNDERSTAND AND AGREE TO ALL POLICIES AND PROCEDURES OF THE AGREEMENT HEREIN.