

VENUE RENTAL AGREEMENT

This Venue Rental Agreement (hereinafter "Agreement"), executed by the undersigned parties on this 8th day of February, 2023, constitutes an agreement for the rental and use of 8010 Rockbridge Road in Lithonia (hereinafter "VENUE") managed by **Front Page Event LLC** (hereinafter "Owner"). Regarding the terms and conditions of use, the undersigned parties agree as follows:

1. PARTIES: The parties to this Agreement includes the following:

Owner: Front Page Event LLC

Address: 8010 Rockbridge Road, Lithonia, Georgia

Phone: 678-977-1229 Email: afrontpageevent@gmail.com Website: www.frontpageevent.com

Renter(s): Morant Bay High School Alumni Association, Atlanta Chapter & _____

Address: 240 Medical Blvd _____

City/State/Zip: Stockbridge, GA _____

Phone: _____

Email: _____

The above Renter(s) shall be referred to collectively hereinafter as Renter(s). Each of the renters are jointly and severally responsible for the obligations contained in this Agreement. In case of a refund payment via check from Front Page Event, please indicate which renter should the check be made out to: _____

2. GENERAL RENTAL INFORMATION:

- a. Date of Event: September 9, 2023
- b. Purpose: Dinner Dance
- c. Name of event for signage (full names): MBHSAA Atlanta Chapter Annual Dinner Dance
- d. Venue space reserved: 8010 Rockbridge Road, Lithonia, GA
- e. Basic Table set up plan:
 Reception standard with dancefloor
 Wedding Ceremony and Reception (Additional fee apply for ceremony)
 Classroom/Lecture Style
 Dance Style – Only Hi-boy tables/chairs (additional Cost for hi-boys) 6 Hi-boys
- f. Specific Table Linen – Choice of black or white table linen provided at no additional charge
- g. Number of Guests Attending: 200
- h. Renter(s) intend to serve alcohol? Yes No (Renter(s) Initials) _____
(acknowledging that renter needs to abide by county and local government rules and regulations as it pertains to serving of alcohol)
- i. Rental Time –
 Morning Block (Starts 9am/Ends 2pm) Evening Block (Starts 6pm/Ends midnight)
- j. Set-up/Rehearsal start time:
 Morning Block (8am) Evening Block (5pm)
 Additional Time (\$300 per hour)

Decoration 2-3 hours before start time

3. ITEMS INCLUDED IN RENTAL:

The following items or services shall be included:

- Round and Rectangular Tables
- Grey Banquet Chairs
- ~~XXXXXX~~ White table cloths

MBHSAA will provide the following:
-Green Cloth Napkins
-Table Numbers

4. ITEMS EXCLUDED FROM RENTAL:

Any item or service not identified in Section 3 hereinabove is excluded from rental under this Agreement, and can be rented at additional cost to Renter(s).

5. RENTAL RATES AND FEES:

The Renter(s) agree to pay the following rental rates and fees:

Venue Rental Rate.

The Renter(s) agree to reserve the venue for \$2,500

Security Deposit Fee:

A **Security Deposit Fee of \$500.00 is mandatory**, and will be charged to Credit Card (a 3% processing fee will be added) which is refundable upon inspection of the venue typically within two business days after event. If the event extends beyond the scheduled end time without prior approval and payment the security deposit will be forfeited.

Cleaning Fee:

The **Cleaning Fee of \$250.00** is mandatory and will be included. Renter is expected to return the venue in the same condition it was received. All trash must be bagged and placed in garbage receptacle in the back of the building. Additional charges may be assessed for actual or estimated repair or cleaning costs to restore venue, grounds, equipment or other property to the same condition prior to Renter(s) use of the venue and Owner's property.

Reservation Deposit:

The **Reservation Deposit** is required upon signing to successfully reserve the venue. The Reservation Deposit is non-refundable. The Reservation Deposit is 50% of the rental cost. The Reservation Deposit is \$1,250.00 *. All "Balance Due" herein is due on or before August 9, 2023 (30 days prior to the event date). If Renter(s) fail to pay the Balance Due on or before this due date, the reservation will be deemed cancelled and forfeited pursuant to Section 6 hereinbelow without further notice. If the event date is less than 30 days away 100% of the rental due at the time of executing this Agreement.

* See Invoice

Overage on Time Fees:

The hourly rate for overage on time is **\$300.00** no incrementation of time – billed as a whole hour. This will be deducted from the Security Deposit. (To avoid additional charges, we recommend that you allow one hour before the Ending time for breakdown time.)

Subject to the expressed prior approval, payment and at the Owner's sole discretion, use of the venue beyond the event end time in Section 2 hereinabove may be granted. Each additional hour is billed as a whole hour regardless of actual minutes used.

Storage Fees:

Storage for the night prior to the event will be \$100.00

Security:

Renter must acquire Security services from the Dekalb County Sheriff or Police Department. Use of Security is mandatory for all rentals. This fee is not included on Front Page Invoice.

- Up to 75 guests – Minimum of 1 Security is required for the last four (4) hours of event
- 76 guests up to 150 guests – Minimum of 2 Security is required for the entire event
- Over 150 guests – Minimum of 3 Security is required for the entire event

6. DECORATIONS

Decorations are not provided under this contract. Candles are permitted, but they must be in an enclosed votive. Glitter and Confetti are not allowed. Violators of this policy will be charged **\$300**.

8. PAYMENTS: All payments due herein shall be made using cash, credit card (a 3% processing fee will be added) or bank check. CashApp (a 1.5% immediate deposit fee will be applied) and Zelle are acceptable forms of payments. Personal checks shall be made payable to "Front Page Event LLC". Payments made

via personal check is subjected to a returned check fee of \$35. Total contract fees must be paid 30 days prior to the Event Date.

9. INSURANCE:

Renter(s) is required to purchase liability as per the Exhibit A

10. INDEMNITY:

Renter(s) agrees to indemnify, defend and hold harmless the Owner against all damages, expenses, costs, fees, charges, loss and liability, whether groundless or otherwise, which may be now or hereafter incurred against Owner by reason of any suits, actions, claims, proceedings, judgements or administrative rulings arising out of or in connection with the use by Renter(s) of the Front Page Event venue or any portion thereof.

11. COMPLIANCE WITH LAWS AND REGULATIONS:

Renter(s) will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies; and by all venue rules and regulations as provided by Owner.

Renter(s) will require that its agents, employees or guests likewise so comply.

12. ALCOHOLIC BEVERAGES:

No alcoholic beverages are allowed except as provided by Dekalb County Alcoholic Beverage ordinances. Renter(s) are responsible for contacting the Dekalb County licensing to make arrangement for the 1-Day Alcohol licensure. Owner reserve the right to shut down the Renter(s) event if unauthorized alcoholic beverages are brought into the venue.

13. CATERING:

Front Page provide catering which is handled on a separate agreement. Renter(s) is responsible for ensuring the licensure and safety of all outside catering. Renter(s) agree to not hold Front Page Event responsible for any illness or damages associated with outside catering. All outside food must arrive ready to serve. The Renter(s) agree that there will be no cooking done onsite at the venue. Renter(s) is responsible for removal of all food from the venue.

14. OWNER RIGHT OF ENTRY:

In permitting the use of the space herein before mentioned, Owner does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representative of Owner may enter the premises to be used and all of the premises, at any time on any occasion without any restriction whatsoever. All venue including the area which is subject of this agreement and all parking areas shall at all times be under the charge and control of Owner.

15. OCCUPANCY:

Owner will have the right to determine when the maximum numbers of persons have been admitted in accordance with fire code and this agreement.

16. AGREEMENT TO QUIT PREMISES:

Renter(s) agrees to quit using space no later than the end time on this agreement and further agree to leave used space in condition equal to the commencement of this agreement – ordinary wear and tear are expected.

17. REMOVAL OF PROPERTY

Renter(s) agree that all materials pertinent to the event, which are not in the possession of Owner, will be removed from premises before the expiration date/time of this agreement. Owner is not responsible for any materials not removed by Renter(s) at the expiration of the agreement.

18. PAYMENT OF DAMAGES:

Renter(s) agree to pay cost of repairs or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this agreement in order to restore the used space or other parts of the Owner's premises affected by the event to condition equal to that at the time this agreement went into effect. Owner will provide detailed billing and accounting to Renter(s) when such restoration is completed. If damage cost is in excess of the Security Deposit, Renter(s) agree to submit payment

immediately to cover the entire damage cost. If damage cost is less than the Security Deposit, Owner will refund the difference back to the credit card.

19. SUIT TO ENFORCE:

In the event Renter(s) fail to comply with the terms of this agreement, the Renter(s) shall be responsible for payment of attorney fees and all costs of court incurred by Owner.

20. JURISDICTION:

This agreement will be governed by, and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions. Renter(s) hereby submits to the jurisdiction of the Georgia court and will obtain and maintain an agent for service of process in the State of Georgia. Neither party will bring an action against the other party arising out of or relating to this agreement in any form or venue except the Superior Court of Dekalb County, Georgia. Renter(s) irrevocably waives any present or future objections to such venue for any such legal action and irrevocably waives the right to bring any action in any other jurisdiction.

7. CANCELLATIONS BY RENTER(S):

There are **no refunds** of the Reservation Deposit. Should Renter(s) cancel this event 60 days or more in advance of the event date, the Owner reserve the right to seek the remaining balance owed on the agreement. Renter(s) is responsible for **payment of remaining balance in full** should Renter(s) cancel within 30 days or less of the event as provided in Section 2 hereinabove. Renter(s) agree that the foregoing cancellation policy is not intended to be punitive, but, reflect Owner foregoing actual or potential business opportunities in reserving the venue for Renter(s) and diminished ability to rent the venue within 30 days or less prior to an event date.

8. CANCELLATION BY OWNER:

Owner reserves the right to cancel any scheduled event when it determines that such could potentially cause unsafe conditions for the Renter(s), guest or general public and or damage to the facility and or grounds. Owner maintains authority to close the venue any time it deems it to be in the best interest of the public with no obligation or liability of any kind to Renter(s). Front Page Event will refund all amounts collected back to Renter(s). Renter agrees to accept the refund and waive any and all additional charges. Renter further agree to not seek any punitive damage via any legal remedies.

11. SEVERABILITY: In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

12. MODIFICATION:

No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

13. OPPORTUNITY TO REVIEW:

By executing this Agreement, the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of Exhibit A "Terms and Conditions," and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached Terms and Conditions to be duly executed as of the day and year first hereinabove written.

Front Page Representative:

Print Name: _____ Signature: _____ Date: February 8, 2023

RENTERS:

Print Name: Howard Jackson - President Signature: *Howard Jackson* Date: February 8, 2023

Print Name: Lorraine McDonald - Treasurer Signature: *Lorraine McDonald* Date: February 8, 2023

EXHIBIT A **TERMS OF CONDITIONS**

These terms and conditions have been established to insure the Front Page Event Venue, its personnel, Renter(s) and related service industries are working in a safe and orderly environment. These terms and conditions should serve as a guideline for all concerned and will be enforced by Front Page Event management.

The Renter(s) agrees to conduct its event in accordance with all applicable laws, regulations, ordinances, and policies set forth herein.

THE VENUE

The venue is rented "AS IS." Front Page Event LLC makes no warranties or representations of the rental space for the use intended by the Renter(s).

The Renter(s) will only be permitted access to the Venue for the time for which the Renter(s) has reserved the facilities, as defined in this contract, and mutually agreed upon.

Any needed walkthrough inspections with the Renter(s), their family and/or event professionals must be scheduled in advance at a time mutually convenient and when the building is not in use with other events.

Use of the building applies to INDOOR USE ONLY. Front Page Event has no responsibility for or control over the exterior, which is public space.

Front Page Event LLC reserves the right to insist that the Renter(s), guests, caterers, and other affiliated persons with the Renter(s) leave at the contractually agreed upon time. Renter(s) agrees to plan accordingly. In the case that an event extends beyond the agreed rental time period, there will be an additional charge of \$300 for each hour. Renter(s) agree that the Security Deposit will be used to cover. The Renter agrees to pay for overtime fee. A one-hour setup/rehearsal time is included in the rental fee. This is a combined hour. For wedding events Renter(s) may schedule a different setup/rehearsal hour outside of that indicated above. IF SO THEN Renter(s) will have forfeited that setup/rehearsal hour on the day of the event. Rehearsal can be scheduled about one month in advance of wedding date. Please be aware that your rehearsal time will be scheduled around other events already on the calendar. Rehearsals will incur an additional cost of \$300 for each hour if rehearsal time exceeds one hour.

All events must conclude, and venue vacated no later than 12:00 a.m. Eastern Standard Time.

Front Page Event DOES NOT provide table coverings other than black or white, linens, stemware, dishes, flatware, or decorations.

ADDITIONAL SERVICES PROVIDED:(NOT COVERED IN THIS AGREEMENT)

Front Page Event provides the following services at additional cost outside of this Venue Rental Agreement
Event Planning

Catering depending on menu \$30+ per person

Equipment Rental

DJ Services depending on event starting at \$600

Decoration Services starting at \$1000

GENERAL BUILDING GUIDELINES

The Renter(s) agrees that nothing may be attached to any surface inside or outside the Event Center. Including (but not limited to) command hooks, adhesive of any kind, screws, or nails.

The Renter(s) agrees that all candles must have enclosed flames. Votives and hurricanes are acceptable.

The Renter(s) agrees that no sparklers, confetti, rice, glitter, or hand-held candles may be used inside OR outside.

The Renter(s) guarantees that Venue will be free of all trash inside and outside the Venue, personal decor and that all components of the Venue are in working order and free from damage.

The Renter(s) agrees that Occupancy limits must not exceed fire regulations. The maximum capacity for this building is 400 people.

The Renter(s) acknowledges that Front Page Event is a handicap accessible venue. Please notify a staff member of any special needs that your or your guests may have. We will advise but it is also your responsibility to ensure that all exits remain unblocked at all times during event.

Wedding Events are not permitted to use Rice, confetti, glitter, birdseed and candles inside or outside. Items like flower petals, bubbles, and sparklers are permitted outside away from the building. If sparklers are used, Renter must provide buckets and sand for disposal. Renter(s) are responsible to remove all buckets and related materials from the premises at the end of the event.

All deliveries, equipment rental, and installations must be approved by the Front Page Event staff and finalized at least one week prior to the event. No equipment or supplies may be left in the building following the event. Front Page Event is not responsible for any lost/stolen equipment or property and may dispose of any property left at venue and/or, at the sole discretion of Front Page Event charge for storage.

KITCHEN USE

Renter(s) acknowledge that the kitchen is not to be used for food preparation.

Renter(s) agrees to provide ice for their guests.

TEEN EVENTS

The Renter(s) must be a parent/guardian over 25 years of age. Renter(s) agrees that for TEEN parties, security must remain throughout the entire event regardless of the total amount of guests. Security must remain onsite until the doors close.

Front Page Event venue is a place of business and a special events establishment – any minor children present as guests must be under the control of the Renter(s) at all times. Minors creating disturbance and/or causing damage will be asked to leave the Venue. In such a case, **NO REFUND WILL BE ISSUED**. For events that involve minors, the Renter(s) is responsible for ensuring that all local, state and federal laws relating to minors are enforced.

THE VENUE

Venue name: Front Page Event. at 8010 Rockbridge Road, Lithonia, GA 30045.

There is ample parking available on site. Please note Front Page Event has no control over parking availability.

OUTSIDE CATERING POLICIES

The Renter(s) agrees that for food not served or provided by Front Page Event, will have no liability impact on Front Page Event. However, Front Page Event does **NOT** permit outside caterer to do any food preparation on the premises (i.e. cooking, grilling, etc.). All outside food must arrived already prepared and ready to eat. Renter(s) are allowed to reheat food in chafers or on warming racks. Renter(s) agrees that Front Page will not be held liable for any reaction from consumption of outside food. In the event that the Renter(s) chooses to provide, prepare and or cater/serve their own food, the Renter(s) acknowledges, by its signature below, its agreement to accept responsibility and abide by the terms Set forth in this contract agreement.

The Renter(s) agrees to select only licensed, insured caterer or vendor to provide services for their event. Caterers and Vendors must provide a business license and certificate of insurance listing Front Page Event as a certificate holder. Those documents must be received 30 days prior to the event. If this material is not received by such a date, Front Page Event, at its sole discretion, will reject the use of the Caterer or Vendor.

Catering Services by Front Page Event will be covered in a separate contract.

The Renter(s) is responsible for all actions of his or her caterer. Renter will inform the caterer of Front Page Event Protocols including the time of access to the venue.

RENTER(S) RESPONSIBILITIES

The Renter(s) agrees to waive any claim for damages of any nature whatsoever and to release Front Page Events, it's owners, staff, agents, and affiliates from any liability or responsibility whatsoever for any damages, illness, death, injury, or loss incurred by the Renter or any third party including, but not limited to, all manner of actions,

causes of action, whatsoever, arising from, connected with or related to the purchase, service and preparation of food from sources other than Front Page Event.

The Renter agrees to indemnify, Front Page Event, it's owners, staff, agents, and affiliates from and against all liability, claims, actions, causes of action, suits, demands, damages, judgements, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, or connected with or related to the purchase or preparation of food from sources other than Front Page Event.

Front Page Event accepts no liability for any food supplied to the Renter by another caterer (or food products supplied by the Renter(s).

The Renter accepts responsibility for set-up, display, removal of decor and garbage, and breakdown of the event and must provide own garbage bag for disposal of trash. All equipment and trash must be removed from the building and grounds at the conclusion of the event. Outdoor trash cans are located in the back of the building.

ALCOHOL AND SMOKING POLICY

The Renter(s) agrees to follow Dekalb County ordinances regarding alcoholic beverages services for serving alcohol.

The Renter(s) agrees that the Renter(s) is responsible for securing a designated driver, taxi service or other official driving service is available at all times during the event for any guests that are deemed intoxicated, shows irrational behavior or abnormal motor skills.

The Renter(s) agrees to indemnify and hold Front Page Event, any employees, workers, harmless from and defend them against any and all liability and/or responsibility related to alcohol having been served or consumed on the premises or elsewhere during or after an event.

Front Page Event **IS A NON-SMOKING VENUE**. Smoking is prohibited inside the Front Page Event Venue. Guests are permitted to smoke outside the building and the Renter(s) **MUST** supply ashtrays.

Renter(s) are responsible to inform their vendors and all guests of these terms and conditions applicable to them. Renter(s) agrees to forfeit the entire Security Deposit and will be responsible for any excess cleaning up of smoking damages.

LEGAL ACTION

If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in addition to any other remedies to which that party might be legally entitled.

The Renter(s) agrees that Front Page Event assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event, unless specifically caused by the willful negligent actions or conduct of Front Page Event's employees.

The Renter(s) acknowledges that Front Page Event reserves the right to change its policies, house rules, and pricing without notice.

Exhibit B (Invoice)

Total Amount Due for rental of the venue	\$	2,500.00
Wedding Ceremony (Add \$500)	\$	0.00
Cleaning Fee	\$	250.00
Subtotal	\$	2,750.00
Taxes (7%)	\$	192.50
Total Rental	\$	2,942.50
Reservation Deposit (50% of Total Rental Rate)	-\$	1,471.25
Balance Due (by 30 days prior to the event date)	\$	1,471.25

**Also a separate check for security deposit = \$500 Due September 1, 2023

Reservation Deposit must be Zelled to 404-388-4852

Exhibit C (Security Deposit)

Security Deposit of \$500 (plus 3% card processing fee) will be charged at the time of rental to the following Credit Card.

Credit Card Number: _____

Name on Card: _____ Exp Date: _____ CVV: _____

Address: _____

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

The full amount of \$500 will be refunded to the same card after the venue have been inspected for damages. Usually refunds are done within two business days.

Security Deposit can be made with check or cash – Refund will be done via check made payable to the Renter.

Security Deposit Amount Received: \$ _____ in Cash or Check

Name that refund check should be made payable to: _____