

VENUE RENTAL AGREEMENT

This Venue Rental Agreement (the "Agreement") is entered into on _____ (the "Effective Date"), between Cleo the Project Space Inc. ("Service Provider"), with offices located at 915 B Montgomery St., Savannah, GA 31401, and _____ ("Client") residing at _____. Service Provider and Client are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

Client is engaging with Service Provider to rent the facility located at 915 B Montgomery St., Savannah, GA 31401 (the "Facility").

In consideration of the above declarations, the mutual terms and conditions of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the Parties covenant and agree as follows:

1. Event and Client Information.

Event Name: _____

Event Dates ("Term"): _____

Client Phone: _____

Client Email: _____

2. Venue Rental Fees.

Daily Rental: Fifty Dollars Per Day (\$75/weekday; \$100/Saturday; \$100/Sunday).

Dates: _____

Total Fees: _____

All fees due ("Venue Rental Fees") shall be due upon the Effective Date. All payments due hereunder must be made by wire transfer, certified check, bank check, or such other method as may be agreed upon by the Parties.

3. **Equipment.** Service Provider may provide chairs, tables, and other equipment. Additional equipment provided by Client is not the responsibility of the Service Provider and must be removed from the Facility at the end of the event.

4. **Cancellations.** If Client wishes to cancel, Client shall provide written notice to Service Provider thirty (30) days prior to the event. Venue Rental Fees shall be returned to Client within thirty (30) days of notice of cancellation by Client.
5. **Independent Contractors and Event Setup/Teardown.** All independent contractors such as event staffing, caterers, or others assisting in the event on behalf of the Client shall complete set-up and teardown activities within billable event times as outlined in Section 2. All equipment brought to the Facility by Client or Client's personnel must be removed by the end of the scheduled event by the Client. Should anyone remain at the Facility beyond the agreed upon event times, Service Provider may charge Client at a rate of 24/hr until the Facility has been vacated of all Client personnel and equipment.
6. **Smoking.** Smoking is not permitted within the Facility. This includes e-cigarettes and vaporizers. However, smoking is allowed outside. Client is responsible for cleaning up any tobacco products discarded. Any form of smoking inside the building will result in an additional charge of one-hundred dollars (\$100).
7. **Noise Ordinance.** Client shall comply with any and all noise ordinances now in effect in the City of Savannah.
8. **Indemnification.** Client hereby indemnifies and agrees to defend and hold harmless the Service Provider and its affiliates, officers, employees and directors, or any information provider and any other third party provider of equipment, software, information or services for the Service Provider from and against any and all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with (i) use of the Facility or other information or equipment supplied or to be supplied to Client under this Agreement, (ii) any breach of or default under the terms or conditions of this Agreement by Client, (iii) the use or possession of any equipment by Client or any third parties, except to the extent caused by the Service Provider's negligence or willful misconduct, or (iv) any negligence, gross negligence or willful misconduct by or on behalf of Client or its employees or agents. Service Provider strongly suggests to all Clients to purchase insurance.

SECTION 8 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

9. **Limitation of Liability.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE UNDER THIS AGREEMENT TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS³ BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. In the event the exclusion and limitation of liability set forth in this Section 9 is not permitted under applicable law, Service Provider's liability in such case will be limited to the greatest extent permitted by law.

10. **Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within 5 business days of its occurrence.

11. Term and Termination.

(a) Term. This Agreement shall remain in force and effect during the Term of this Agreement.

(b) Termination for Cause. Termination for Breach. Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured for seven (7) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies available to the non-breaching Party.

12. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Georgia, without giving effect to the principles of conflicts of law of such state, and shall be binding upon the parties hereto in the United States and worldwide. In the event of any dispute between the Parties, any claims or legal actions by one Party against the other arising out of this Agreement or concerning any rights under this Agreement shall be commenced and maintained in any state or federal court located in Chatham County, Georgia. Both Parties hereby submit to the jurisdiction and venue of any such court.

13. **Notices.** All notices or other communications required under this Agreement shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail, or (v) email addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Service Provider: Cleo the Project Space Inc.

Address: 915 B Montgomery St
Savannah, GA 31401
Attention: Jeanette McCune
Phone: (912) 661-9712
Email: jeanette@cleotheprojectspace.org

Client: _____

Address: _____

Attention: _____

Phone: _____

Email: _____

14. **Counterparts.** This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

15. Entire Agreement, Modification, Waiver, Severability. This Agreement, including any Exhibits hereto, is the entire agreement between the Parties with respect to the subject matter and may only be modified by a written amendment signed by both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. If any provision or portion of his Agreement shall be held by a court of competent jurisdiction or by controlling law to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

In witness whereof, the Parties hereto have executed this Venue Rental Agreement on the date set forth below.

Service Provider

By: _____

Name: Jeanette McCune

Title: Director

Date: _____

Client

By: _____

Name: _____

Title: _____

Date: _____