

**Paid:**  
**Amount Owed:**  
**Due By:**

**OPO EVENTS LLC**  
**RENTAL APPLICATION AND AGREEMENT**

**Today's Date:**

**Organization/Applicant Name:** ("Lessee")

**Contact Person:**

**Address:**

**Telephone:**

**Email:**

**Date of Event:**

**Description of Event:** (the "Event")

**Event Start time:**

**Event End time:**

**Alcohol to be served:** Yes No

*[For Lessor only]*

**Rental Fee:** \$ (the "Fee") **Event Insurance Required:** Yes No

**Refundable Cleaning Fee:** **Insurance Amount Required:** \$

**Deposit Amount:** \$ (the "Deposit") **Alcohol Liability Insurance:** Yes No

**Deposit Received:** Yes No **Proof of Insurance Received:**

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This Rental Application and Agreement (the "Agreement") for the Fayetteville OPO event space located on the bottom floor of 1 W. Center Street, Fayetteville, AR 72701 (the "Venue") by and between Lessee and OPO Events LLC, an Arkansas limited liability company ("Lessor") is effective as of date of the last signature of the parties set out immediately below (the "Effective Date"). **BY THEIR SIGNATURES BELOW**, Lessee and Lessor agree that this Agreement is subject to, and Lessee will be bound by, the Additional Terms and Conditions (the "Terms") attached to and incorporated in this Agreement. Lessee acknowledges receipt of copies of this Agreement and the Terms, and hereby accepts the Agreement subject to all of their respective terms and conditions. LESSEE ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT CREATES CURRENT AND POTENTIAL FUTURE OBLIGATIONS AND LIABILITIES FOR LESSEE, AND THAT LESSEE HAS AND WILL CONTINUE TO HAVE THE EXCLUSIVE RESPONSIBILITY FOR SATISFYING ALL SUCH OBLIGATIONS AND LIABILITIES, AND ANY CONSEQUENCES OF THE SAME.

**LESSEE**

**LESSOR: OPO Events LLC**

Signature:

Signature:

Name:

Name:

Title (if entity):

Title:

Date:

Date:

## ADDITIONAL TERMS AND CONDITIONS

The following Additional Terms and Conditions (the “Terms”) are a binding part of the Rental Application and Agreement to which they are attached. References to the “Agreement” below collectively include the Rental Application and Agreement and these Terms. Capitalized terms used, but not otherwise defined, in the Terms will have the meanings given to them in the Rental Application and Agreement.

**1. Event.** Upon the terms and conditions of this Agreement, and in consideration of the covenants and representations contained in the Agreement, Lessor hereby grants Lessee the right to use and occupy the Venue for the sole purpose of the Event. Lessee acknowledges and agrees that Lessee’s right to the Venue is subject to and governed exclusively by the terms and conditions of this Agreement, and limited exclusively to the Event. Lessee hereby agrees to be bound by all terms and conditions of this Agreement.

**2. Reservation; Fees; Deposit; and Payment.** Upon the signed return of the Agreement and payment of the Deposit or Fee, as applicable and explained further below, Lessor will reserve the Venue for the Event. Lessor will reserve all events on a first-come, first-paid basis.

The Fee for the Event is set out on the Rental Application and Agreement. Lessor must receive full payment of the Fee no later than fourteen (14) days before the Event. Applications made less than fourteen (14) days before the Event will require full payment of the Fee before the Event is reserved. Lessor reserves the right to require a Deposit from Lessee in connection with the Event. Any required Deposit will be set out by Lessor on the Rental Application and Agreement. Failure to pay any Deposit or Fees when due will be considered a material breach of this Agreement.

**3. Cancellation; Refund.** Lessee must submit any cancellation and/or requested changes to the Event or Agreement in writing to Lessor. No oral cancellations or changes will be valid.

If Lessee requests to cancel Event more than ninety (90) days before the Event, Lessor will refund fifty percent (50%) of any Deposit or Fees paid by Lessee. If Lessee requests to cancel Event ninety (90) days or less before the Event, no refund of any Deposit or Fees will be made.

If Lessee fails to pay any Deposit or Fees when due, Lessee’s Event reservation will be subject to cancellation in the sole discretion of Lessor. If Lessor terminates any reservation for breach of this Agreement by Lessee, including but not limited to non-payment of Deposit or Fees when due, all Deposits and/or Fees paid before such termination will be non-refundable. If Lessor terminates a reservation for any reason other than breach by Lessee, Lessor will refund one hundred percent (100%) of any Deposit or Fees paid by Lessee.

**4. Insurance.** Lessor may require, in its exclusive discretion, that Lessee obtain liability insurance for the Event. Any required insurance coverage will be set out by Lessor on the Rental Application and Agreement. If insurance coverage is required, Lessee must submit proof of any required insurance coverage to Lessor as a prerequisite to use of the Venue. All relevant policies must be satisfactory to Lessor, copies of which must be provided to Lessor no less than thirty (30) days before the Event. For Events scheduled less than thirty (30) days before the event, proof of all required insurance will be a prerequisite to confirming the Event reservation. Unless expressly set out differently on the Rental Application and Agreement, insurance coverage must be in a minimum amount of \$1,000,000 and must provide Lessor as an additional insured and/or co-insured.

**5. Alcohol Policy.** Lessee must notify Lessor in the Rental Application and Agreement if Lessee intends to serve alcoholic beverages at the Event. In all such cases, Lessee must obtain and submit proof of liquor liability insurance in connection with the insurance coverage requirements described in paragraph 4 above. To serve and/or consume any alcoholic beverage at the Venue, Lessee must hire a licensed vendor from whom Lessee must purchase and who must serve all such beverages.

**6. Utilities; Damage to Premises.** Lessor, at its expense and as it deems necessary and reasonable in its sole discretion, will use commercially reasonable efforts to provide electricity, water, and reasonable HVAC necessary for Lessee's use during the Event. Notwithstanding the foregoing, Lessor will not be held responsible for any consequence, loss, or damage resulting from lack of any such provisions due to an act of God, acts by the Lessee or its guests, or the failure of equipment to operate or function properly through no fault of the Lessor or its agents.

**7. Unavailability of Premises.** In any case in which the Venue, the premises of the Lessor, or any premises covered by this Agreement are damaged by fire, flood, or other cause, or if any other casualty or unforeseen occurrence renders Lessor's fulfillment of this Agreement impossible, then this Agreement will automatically terminate. Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

**8. Other Contracts, Permits, Licenses, and Conditions.** Lessee is exclusively responsible for all other contracts, obligations, and expenditures necessary for or made in connection with the Event and the Venue, including but not limited to entertainment, catering, insurance, special furnishings, decoration, staffing, etc. Lessee is exclusively responsible for the procurement and expense of all licenses, permits, and union and trade organization clearances required for the Event and use of the Venue for the Event. Lessee further covenants and agrees to abide by all rules, regulations, rates, policies, conditions, and limitations of the Lessor separately provided to the Lessee in connection with the Event or otherwise. Lessee acknowledges and agrees that Lessee will have the exclusive obligation to satisfy all obligations and requirements described and/or covered within the scope of this paragraph.

**9. General Event Policies.** Lessee hereby agrees to abide by the following general policies for events held the Venue. Lessor will not be liable or responsible for any items left at the Venue. Lessor is not responsible and will not be held liable for loss or damage to vehicles or property placed in or at the Venue or premises. Lessee and any service provider rendering services at Venue for Lessee must comply with all federal, state, and local law, regulations, and ordinances. Lessee will not admit or cause to be present any number of persons beyond the maximum capacity of the Venue (which will be confirmed by Lessor on request ). Lessee is exclusively responsible for describing the use and nature of the Event at the Venue and must obtain written permission from Lessor for all planned activities. Smoking or use of other tobacco products is not allowed inside the Venue or premises at any time. No items may be hung, attached, or suspended from the walls or ceilings of the Venue without prior written permission from Lessor. The use of nails or other destructive implements is strictly prohibited. Additional fees may apply. No animals or pets other than legitimate assistance animals are allowed in the Venue or premises without prior written permission from Lessor. The throwing of rice, birdseed, confetti, and rose petals, as well as the use of sparklers, is prohibited at the Venue and premises. These items may be thrown or distributed outside the Venue building with the prior written permission of Lessor. Additional fees may apply. Failure to satisfy any of the foregoing will be a material breach of this Agreement.

**10. Damage Deposit; Damage to Premises.** The Venue and premises must be returned to their original condition as of the Effective Date. This includes, but is not be limited to, (i) the clean-up and removal of all materials and waste from the Venue, parking areas, and common areas, and (ii) the return of furniture, fixtures, and equipment to their original location. Lessor may require, at its sole discretion, a separate, refundable Damage Deposit to insure the satisfaction of the terms and conditions of this paragraph. Any required Deposit will be set out by Lessor on the Rental Application and Agreement. The Damage Deposit, if applicable, is due in full no later than fourteen (14) before the Event. The Damage Deposit will be returned within thirty (30) days if the Lessee fulfills its obligations in this paragraph. If the Venue and premises are not returned to their original condition as of the Effective Date, then Lessor may withhold the Damage Deposit to offset any damages and costs of repair, and Lessor may assess additional charges against Lessee upon repair of the damages. Lessee hereby agrees to pay all additional charges assessed against Lessee pursuant to this paragraph within fourteen (14) days.

**11. LIMITATION OF LIABILITY.** Lessee hereby acknowledges and agrees that Lessor has no fiduciary or special relationship to Lessee or its invitees to the Event. Lessee's access to and use of the Venue is at Lessee's own risk and on an "AS IS" and "AS AVAILABLE" basis. Lessee acknowledges and agrees that responsibility for all alleged claims and potential remedies, if any, available to Lessee in connection with this Agreement will be limited solely to OPO Events LLC, an Arkansas limited liability company, and Lessee hereby irrevocably waives all rights, if any, to assert any claim or pursue any remedy against any other person or entity. Without limiting the foregoing, to the maximum extent permitted under applicable law, LESSOR WILL NOT BE

LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE, WHETHER INCURRED DIRECTLY OR INDIRECTLY, RESULTING FROM (i) LESSEE'S ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE VENUE; (ii) ANY CONDUCT OR CONSEQUENCE OF LESSEE OR ANY THIRD PARTY AT OR RELATING TO THE EVENT OR VENUE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY AND PROPERTY DAMAGE; OR (iii) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF THE VENUE OR THE EVENT. IN NO EVENT WILL THE AGGREGATE LIABILITY OF LESSOR EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT PAID TO LESSOR BY LESSEE, IF ANY, FOR THE EVENT. THE LIMITATIONS OF THIS SECTION WILL APPLY TO ALL THEORIES OF LIABILITY, WHETHER BASED ON PERSONAL INJURY, PROPERTY DAMAGE, WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT LESSOR HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET OUT IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

**12. INDEMNIFICATION; RELEASE OF LIABILITY.** LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR (AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, MANAGERS, AND MEMBERS) HARMLESS FROM ANY AND ALL EXPENSES, DAMAGES, CLAIMS, DEMANDS, SETTLEMENTS, AND LIABILITY BY OR TO ANY THIRD PARTY, THE PUBLIC, EMPLOYEES OF LESSEE, OR GUESTS OF THE LESSEE ARISING FROM OR IN ANY WAY RELATING TO THE EVENT AND ANY ACT OR OMISSION PERTAINING TO THE EVENT OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACT OF OMISSION, NEGLIGENCE, OR OTHERWISE BY LESSEE (OR ITS EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, PATRONS, AND INVITEES) WHEN ON, IN, OR ABOUT TO ENTER OR EXIT THE VENUE OR PREMISES.

**13. Assignability.** Lessee may not assign its rights and obligations under this Agreement without the prior written approval of Lessor.

**14. Miscellaneous.** The failure of Lessor to enforce any right or term of these Terms will not be a waiver of the right or term. In the event that any term is held to be invalid or unenforceable, then that term will be limited or eliminated to the minimum extent necessary, and the remaining parts of these Terms will stay in full force and effect. In such an instance, the parties agree that a court should give effect to the parties' intentions as reflected in the term. This Agreement and any dispute related to the Agreement will be governed by the laws of Arkansas without regard to conflicts of law principles. Subject to the dispute resolution terms set out below, all claims, legal proceedings, or litigation arising in connection with this Agreement must be brought exclusively in the federal or state courts located in Fayetteville, Arkansas, and the parties hereby consent to the exclusive jurisdiction and venue of those courts.

Any dispute arising from or relating to the subject matter of this Agreement that is not voluntarily resolved by the parties must be finally settled by arbitration in Fayetteville, Arkansas, in accordance with the rules then in effect of the American Arbitration Association or its successor, and consistent with the requirements and standards of the Federal Arbitration Act or its successor. Judgment on or enforcement of the arbitration award may be entered in any court having jurisdiction. BY EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY. Notwithstanding the previous obligations, each party will have the right to start an action at any time for injunctive or equitable relief in the mandatory jurisdiction and venue established above.

This Agreement is the entire and exclusive agreement between Lessor and Lessee. This Agreement supersedes and replaces any other or prior agreements between Lessor and Lessee about the Event and the Venue. Other than Lessor's subsidiaries and affiliates, no other person or company will be third party beneficiaries of this Agreement.

***By signing and delivering this Agreement, Lessee agrees to and will be bound by all of the terms and conditions contained in this Agreement without exception. Lessee also understands that violation of any of the previous provisions will be a breach of this Agreement. In the event of breach by Lessee, Lessor will retain all Deposits and Fees previously paid by Lessee.***

*[Signatures are on the Rental Application and Agreement.]*