

PRIVATE PARTY RENTAL AGREEMENT

THIS RENTAL AGREEMENT is executed on _____, 20_____ between
Lowe Mill, LLC, an Alabama Limited Liability Company. DBA Lowe Mill ARTS and Entertainment (Lessor) and the
(Lessee)

(Address) (Deposits will be returned to this address by check)

IN CONSIDERATION of the mutual covenants contained herein, the Lessor and Lessee hereby agree as follows:

EVENT TITLE: _____

EVENT VENUE(S): _____

EVENT DATE: _____

EVENT START TIME: _____

EVENT END TIME: _____

ESTIMATED NUMBER OF GUESTS: _____

EVENT DESCRIPTION:

PRIMARY PHONE: _____ SECONDARY: _____

EMAIL: _____

NO RENTAL VENUES WILL BE HELD UNTIL THIS SIGNED AGREEMENT AND PAYMENT (INCLUDING SECURITY DEPOSIT) IS RECEIVED TO LOWE MILL, LLC. DEPOSIT AMOUNT IS EQUAL TO THE AMOUNT OF RENTAL VENUE REQUESTED. ALL RENTAL VENUES ARE ONLY AVAILABLE WEDNESDAY – SATURDAY.

If you would like Lowe Mill ARTS & Entertainment's help promoting your event please contact Sharon Singletary at sharonsingletary@lowemill.net and include an in depth description along with event details and an image to be used for promotion. This is required at least two weeks prior to your event.

Lowe Mill A & E Public Hours:

Wed/Thurs - 12pm - 6pm

Friday - 12pm - 8pm

Saturday 10am - 6pm

RENTAL VENUES AND RATES

NORTH WING CLASSROOM. (approx. 1248 sq ft) 2nd floor North Wing. Comes 'as is' and seats up to 60 with tables and chairs provided. Perfect for workshops and classes and short term gatherings.

Events in this venue may be subject to added fees and restrictions. This venue is only available during public hours, Wed-Thurs 12-6pm, Fri 12-8pm and Sat 10am - 6pm. Security deposit is equal to half of the total hourly rate agreed upon for this venue.

\$60.00 per hour X _____ hours = _____

OUTDOOR CLASSROOM. (approx. 480 sq ft) This is an outdoor event/workshop venue with no overhead covering. Minimal power outlets and a water spigot available. Limited chairs and tables are available by request. Surrounded by open air and facing the west of the property and highly visible from Seminole Drive.

This venue is available during public hours only Wed - Sat.

\$60.00 per hour X _____ hours = _____

RAILROAD SPACE # 2. (approx. 2300 sq ft) This is an outdoor event venue. Supplies minimal overhead covering, lighting, power outlets and water spigot. Perfect for cookouts and parties when privacy is not an issue. Includes 10'x8' stage platform and backdrop. Easy access to and from West Lawn/Parking Lot. Expansion into the West Garden can be added to a RR#2 rental at a rate of \$150.00.

This venue is available from 12pm – 12 am Wed-Sat. Any and all use of loudspeakers must be silenced by 10:00pm due to City Noise Ordinance. Any event that exceeds midnight will be charged \$200 for each additional hour.

\$350 per 12 hour day X _____ days = _____

1ST FLOOR CONNECTOR ROOM. (approx. 4320 sq ft) Fully climate controlled. This is our largest indoor event venue representative of the original state of the building with easy access to the East Parking Lot for loading and unloading. Perfect for banquets, large meetings and private parties. This venue contains its own restroom and access to water and power outlets.

This venue is available from 12pm – 12 am Wed-Sat though must be open to the public during our public hours. *Please inquire regarding this recent change in policy*. Any event that exceeds midnight will be charged \$200 for each additional hour.

\$650 per 12 hour day X _____ days = _____

STUDIO 150. (approx. 3375 sq ft) Fully climate controlled. This is our mid-sized indoor venue that offers the utmost of privacy. It has an entrance to the S. Wing and an entrance from the West Lawn or Smoke Stack Lot. Ample power and elegant lighting. A former soundstage, Studio 150 has a 'theater ready' atmosphere while also being as rustic as we can offer. The space contains additional rooms available for an extra charge ranging from \$50 - \$150 per room.

Studio 150 is available from 12pm - 12am, Wed - Sat. Any event that exceeds midnight will be charged \$200 for each additional hour.

\$550 per 12 hour day X _____ days = _____

LOWE MILL GROUNDS. Includes East Dock and Lawn, West Lawn and Rail Road Space #2 as well as the 1st Floor Connector Room. Renting the grounds is only for the truly serious event holder interested in a festival type atmosphere. The East Dock serves as the stage for any type of concert or performance and the lawns add a

"backyard" feel to any event. Access to Men/Women's Restrooms and limited power outlets available.

The Lowe Mill Grounds are available from 12pm – 12am, Wed-Sat. Lowe Mill A&E will remain open to the public during public hours, 12 – 6pm Wed-Sat, and 12 – 8pm Friday. Any and all use of loudspeakers must be silenced by 10:00pm due to City Noise Ordinance. Any event that exceeds midnight will be charged \$200 for each additional hour.

\$4000 per 12 hr day X _____ days = _____

EQUIPMENT AND SUPPLY RENTAL

TABLES 1-20 (5' round) \$6.00 each, w/ black table cover \$20.00 each----- per X _____ = _____

CHAIRS 1 – 160 Black plastic folding \$1.00 each -----per X _____ = _____

STAGE 1 -16 = 256 sq ft (4' X 4" Carpeted Panel) \$30 each -----per X _____ = _____

AUDIO VISUAL 52" LED Monitor \$100.00 ----- per day X _____ days = _____

SUMMARY

Venue-----\$ _____

Equipment and Supply-----\$ _____

Security Deposit-----\$ _____

TOTAL AMOUNT DUE AT SIGNING-----\$ _____

*2.75% Additional fee for credit card transactions-----\$ _____

EVENT POLICIES AND PROCEDURES

SET UP - Lessee's access to the facilities for setting up will be limited to the hours agreed upon in this agreement.

PARKING - Lessee, their guests, and invitees shall observe all parking rules and signage.

CLEANING AND DAMAGE - Lessee shall leave the premises in the condition in which it was found at the beginning of the rental period. Lessee shall return all leased equipment, if any, in the condition in which it was found at the beginning of the rental period. The security deposit will be returned within ten (10) working days provided the terms of this agreement have been met. The premises must be cleaned immediately after the event is over and within the rental period.

FOOD AND DRINK - Food and drink are the responsibility of the Lessee. If alcohol is sold at the event, Lessee must contact the ABC Board and obtain the necessary license which must be maintained and properly posted on the premises at all times during the event. ABSOLUTELY NO UNDERAGE DRINKING WILL BE PERMITTED on or around the premises. *

NO OPEN FLAME. Wax candles are not allowed in any venue.

SMOKING - Smoking is permitted only in designated outside areas. ABSOLUTELY NO UNDERAGE SMOKING WILL BE PERMITTED on or around the premises.

NO VAPING or E-CIGS allowed inside any venues on the premises.

DRUGS - Absolutely NO DRUGS ARE ALLOWED on or around the premises. Any found evidence of drug use will result in loss of security deposit.

NO USE of FOGGERS or HAZERS allowed on the premises.

INSURANCE - If Lessee sells or serves alcoholic beverages OR if Lessee has more than 150 guests or invitees at its event, Lessee must provide Lessor with proof of its Event Insurance. Said Event Insurance must be obtained through a reputable insurance company in an amount not less than one million and no/100 (\$1,000,000.00) dollars and shall name the Lessor as an additional insured. **

PERSONAL PROPERTY, RELEASE & INDEMNIFICATION - Lessee, its guests and invitees are responsible for his/her personal property. Lessee shall hold Lessor harmless and indemnify Lessor against all claims, demands, and judgments for loss, damage, or injury to persons or property arising, resulting or occurring by reason of Lessee's acts or omissions occurring during the rental period and in the rented premises. Furthermore, Lessee desires to release and hold harmless the Lessor from any and all claims arising as a result of Lessee's use and/or occupation of the rented premises.

SAFETY AND CONDUCT - Safety of Lessee, its guests and invitees is the responsibility of the Lessee. Lessee must schedule a walkthrough of the premises and surrounding area to become familiar with fire and safety issues and well as parking requirements. Lessee shall be responsible for the conduct of its guests and invitees.

AUTHORIZATION AND PERFORMANCE - If Lessee is an entity then the below signor is authorized to sign on the entity's behalf, as well as verifies that the entity is in good standing and still active. Furthermore, the undersigned for the Lessee guarantees the Lessee will perform as to all matters herein.

CANCELLATION POLICY - Cancellations must be made at least thirty (30) days in advance of the scheduled event in order to obtain a 100% refund of the rental payment. Cancellations made at least ten (10) days and less than thirty (30) in advance of the scheduled event are subject to a refund of 50% of the rental payment. Cancellations made less than ten (10) days before the scheduled event will result in forfeiture of payment. The security deposit will be refunded provided there is no set-up or cleaning required of the Lessor. In the event of a weather related cancellation, the Lessee shall receive either a full refund or another date will be made available for rescheduling of uncontrollably cancelled event.

*,** If proper ABC Board License and/or Event Insurance Certificate are not provided to Lowe Mill A&E up to 24 hours prior to scheduled event, the event will be cancelled by Lowe Mill A&E and all fees ,including security deposit, will result in forfeiture and will not be refunded to the lessee.

LESSEE:

Sign _____ Printed Name & Title _____

LESSOR:

Lowe Mill, LLC DBA Lowe Mill Arts & Entertainment

Sign _____ Printed Name & Title _____

If there are any questions, please contact Matt Bakula at mattbakula@lowemill.net or call/come visit the Main Office at Lowe Mill ARTS & Entertainment during public hours Wednesday & Thursday, 12 PM – 6 PM, Fridays 12 PM – 8 PM, and Saturdays 10 AM – 6 PM. Business phone# 256-533-0399

Employee Working Event (for office use only): _____ Please attach a copy of check to this contract.

Drafted 9/8/18