**Facility Rental Agreement**

This contract for the rental of the event space (“Agreement”), located at 250 West 40th Street, 12 Floor, New York, New York 10018 (“Venue”) between Central Entertainment Group (hereinafter “CEG”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “Renter”);

**Whereas**, the Renter desires to temporarily rent, occupy, and make use of Venue, and

**Whereas**, CEG agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

**Whereas**, Renter seeks to engage in the services of one or more vendors in Appendix A; or in the alternative, intends to provide Renter’s own Vendor, the information of said Vendor being:

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor’s Business Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor’s Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to CEG the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Deposit Date”). Of this amount, $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. The remainder, $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is for damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by Renter or his/her associates.
2. The Renter shall have access to and use of Venue from \_\_\_\_\_\_\_\_\_ o’clock on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to \_\_\_\_\_\_\_\_\_ o’clock on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Rental Period”), for the purpose of hosting the Renter’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ event, which shall not exceed \_\_\_\_\_ number of persons in attendance.
3. CEG shall provide to Renter all keys, temporary access control codes, and other items necessary to give Renter such access no later than\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Renter warrants that all means of ingress provided are kept secure, and shall be liable for any security breach during the Rental Period.
4. The full “Rental Fee” for the use of Venue described in (2) above shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The balance of the rental fee due, less the non-refundable deposit described in (1) above, shall be payable to CEG upon the expiration of the rental period described in (2) above.
5. Within three (3) days of the Rental Period’s expiration, Renter shall tender to CEG the rental fee balance due, and all keys and other access control devices in his/her possession.
6. Renter shall remove all personal property, trash, and other items that were not present in Venue when Renter took control of it.
7. Upon Renter’s completion of his/her obligations under (4) and (5) above, CEG shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter’s associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter’s knowledge or consent.
8. In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 9% per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.
9. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that CEG may incur as a consequence of the actions of Renter or any of Renter’s guests while Renter is in control of Venue, and shall indemnify and hold harmless the CEG against any and all legal actions which may arise from Renter’s use of Venue. Renter shall provide CEG proof of temporary event liability insurance no later than three (3) business days from the start of the Rental Period. Said insurance should be a policy underwritten by \_\_\_\_\_\_\_ as provided in Appendix B, or from a similar or better policy of Renter’s choosing.
10. This Agreement and all claims and causes of action arising herein shall be governed and construed in accordance with the laws of the State of New York, excluding its conflicts of laws provisions, and in the event of a dispute arising under the Agreement, Parties hereby submit to the exclusive jurisdiction in the federal or state courts located in the County of New York, and agree that venue is a proper and convenient forum.
11. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Guarantor”), as a resident and citizen of, or lawfully doing business in, the United States hereby, jointly and severally, unconditionally and irrevocably, personally guarantees performance under the terms of this Agreement, and shall make best efforts to satisfy Renter’s obligations thereto. Guarantor, upon executing this agreement shall provide a photocopy of a government issued identification.
12. Renter warrants that all permits, licenses, and satisfaction of the laws and regulations of the City and State of New York have been procured and are in compliance throughout the duration of this Agreement.
13. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable, or contrary to law or equity, the offending term or provision shall be modified and limited (or if strictly necessary, deleted) only to the extent required
14. This Agreement and any duly executed riders, appendices and attachments constitute the entire agreement of the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties, and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to the subject matter of this Agreement.
15. Any and all modifications must be made in writing and executed by both parties or their representatives.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: (“Renter”) Authorized Representative of

 Central Entertainment Group, Inc.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_