



EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Agreement made on _____, 20____, by and between Moretz Center/PND, LLC and _____, referred to as "Client". Client agrees to hire and PND, LLC agrees to make available the use of Moretz Center located at 908 Moretz Avenue, Charlotte, NC 28206 with the following terms and conditions.

Date of Event: _____

Type of Event: _____

Set-up starting at: _____

Event starting at: _____

Event ending at: _____

Clean-up ending at: _____

Total Hours: _____

Number expected: _____

Client Name: _____,

Client Address : _____,

Client Phone: _____, Client Email: _____.

2,200 square feet space with seating for 75, accommodates 100 comfortably. Due to the historical age and nature of our building and its architectural features, accessibility, decorations, events, and hours of operations will be handled on case by case bases. All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events.

- A signed contract and date-hold deposit of ½ the total fee is due on day of booking.
- The balance of your space rental fee is due thirty (30) days prior to your event.
- A copy of a limited Special Occasion Permit for consumption of alcohol on premises must be present day of your event.

Cancellation: Deposit is non-refundable. No refunds of the space rental fees thereafter will be refunded if canceled 30 days prior to an event, as your agreement to rent Moretz Center may cause the loss of additional bookings or business. If circumstances beyond the control of Moretz Center force us to cancel your reservation, PND, LLC will refund all sums paid. If the full rental payment is not received 30 days prior to your event, PND, LLC reserves the right to cancel your reservation without a deposit refund.

Payments should be made to electronically to PND, LLC. through receipt of this contract.

Client Initials: _____ **Date:** _____

TOTAL EVENT FEE: _____

DEPOSIT DUE: _____

Please read the material below to make sure all parties understand the requirements of providing for everyone safety and keeping Moretz Center maintained and a safe location for future use.

Deposit/Rental Fees:

A signed contract and date-hold deposit of ½ of the total event price must be received to reserve your date(s) and time(s). This is nonrefundable unless PND, LLC is forced to cancel and the full deposit will be refunded. The balance of the rental fee is due thirty (30) days prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Smoke-Free Facility:

Moretz Center is a smoke-free facility. Although the building is equipped with fire sprinklers, the property is located in a potentially flammable historic building. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated. No smoking in any of the designated restrooms. If smoking materials are discarded on grounds including parking garage, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff. *Smoking is allowed at lease 6 ft from the exists of the building.*

Damages:

In the event PND, LLC retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$300.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

Lost and Found:

PND, LLC and the Moretz Center staff takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Promotions and Copyright:

It is important to us that you have a fantastic and successful event. Moretz Center staff can be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes.

Alcohol Policy:

Note: Any violation of our alcohol policy is also a violation of the North Carolina Law and is therefore considered an illegal activity which will result in your event being shut down immediately.

If you are serving alcohol a limited Special Occasion Permit for consumption of alcohol permit. Suggest a licensed bartender.

Client Initials: _____ Date: _____

Catering, Cleaning, Trash and Equipment Removal:

Moretz Center will be in a clean condition prior to your event. Upon additional planning with Moretz Center staff, you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by Moretz Center staff.

Site Decoration:

Moretz Center staff wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items should be used on our walls, brick or fine wood. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged.

City, County, State and Federal Laws:

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone’s safety, to ensure alcoholic beverages are consumed in a responsible manner. Moretz Center staff reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Moretz Center staff or the safety of its staff, guests, or building contents.

Liability:

Renter agrees to indemnify, defend, and hold Moretz Center, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at Moretz Center.

Conduct:

There is absolutely no drug use of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Moretz Center staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

Concealed Firearms:

Concealed firearms are NOT permitted inside Moretz Center and at any event. Firearms are only allowed by law enforcement and Mortez Center hired security companies.

I _____ agree and accept the terms included in Mortez Center rental policies. I understand that these policies are subject to change at the discretion of Mortez Center Staff, with the exception of the fees agreed to on this date. I also agree to indemnify and hold myself harmless PND, LLC/ Moretz Center all employees and staff of those groups from any and all liability, loss, cost, or damage resulting in any way from my rental or use of Mortez Center. I take full responsibility for all materials rented or otherwise used on Mortez Center property.

Any insurance certificates required from all vendors must be on file prior to the event. I take full responsibility for the behavior of my guests, invitees, subcontractors, vendors and hired personnel.

Moretz Center reserves the right to change, adjust, or delete any rules and regulations

Renter's Signature: _____

Date: _____