BELL EVENTS STUDIO LEASE AGREEMENT

Date of Rental:		
Time of Rental:		
Package Option:		
Event Type:		
<u>OWNER</u>	<u>LESSEE</u>	
Bell Events Studio	Name:	
24624 W. 10 mile Rd	Phone:	
Southfield, MI 48033	Email:	
belleventsstudiollc@gmail.com		

OWNER agrees to lease to LESSEE ("Bell Events Studio") located at address above, under the following terms and conditions of Bell Events Studio Lease Agreement (the "Agreement").

- Date: OWNER shall lease to Lessee Bell Events Studio for the date of (the "Event Date").
- Lessee intends to use Bell Events Studio for (Lessee's Event") with an estimate of up to guests.
- Fees: As rent for use of the premises, and as additional fees as determined by the OWNER, the LESSEE shall be obligated to pay the following amounts:
- 50% of applicable package (total "Fees") as further summarized on attached EXHIBIT A.
 - Additionally, Lessee shall pay a Security Deposit in the amount of \$300.
 - Lessee is renting the following room(s): Main, VIP, or Both
 - Event Timeframe:

Payments and Deposits

313.378.5825

- <u>Event Deposit</u>. As a condition of OWNER reserving Bell Events Studio for the signing of this Agreement (the "Event Deposit"). The Non-Refundable Event Deposit shall equal 50% of the Fees due and will be applied to Lessee's remaining balance upon completion of Lessee's Event, subject to reduction for any damages or amounts owed. OWNER reserves the right to lease Bell Events Studio to other applicants until the Event Deposit is received by Lessee.
 - Remaining Balance. Lessee's remaining balance shall be paid within 14 days of Event. Failure to tender payments when due may result in cancellation of the event at the discretion of OWNER.
 - Security Deposit. As a condition of OWNER reserving Bell Events Studio, Lessee shall pay a security deposit of \$300 to OWNER to ensure that no damage will occur to Bell Events Studio and that it is properly cleaned after Lessee's Event. The Security Deposit must be paid by cash or cash app (\$bellphoto) due at the signing of this Agreement. The Security Deposit shall be returned to Lessee no later than 7 business days after Lessee's Event and after final inspection by OWNER, subject to set off and deduction for all damages and amounts remaining owed.

(See summary of all charges on EXHIBIT A)

- <u>Cancellation Policy</u>. In the unfortunate event that Lessee should need to cancel Lessee's Event, 100% of the Event Deposit is non-refundable. OWNER reserves the right to terminate this Agreement at any time upon (i) the misrepresentation by Lessee of any material fact made in this Agreement, or (ii) the violation of any of the provisions in this Agreement or any of the policies or procedures attached thereto.
- Event Date Change. If Lessee wishes to change the date of Lessee's event, Lessee shall provide a written notice to OWNER no later than 90 days before Lessee's Event Date. Timely notice of the date change shall result in preserving Lessee's Event Deposit, if and only if OWNER and Lessee agree on an available date in the future to reschedule Lessee's Event. OWNER and Lesseel shall have a reasonable time to set a new date for Lessee's Event, but failure to set a date after a reasonable period shall result in forfeiture of Lessee's Event Deposit.
- <u>Promotional Materials</u>. Lessee hereby authorizes OWNER to use Lessee's Event for marketing and promotional materials before or after Lessee's Event. Lessee further authorizes OWNER to take and use any photos or other electronic media for promotional purposes during Lessee's Event, unless agreed upon otherwise by the parties.
- <u>Policies and Procedures</u>. Lessee agrees to be strictly bound by OWNER policies and procedures attached hereto as <u>EXHIBIT B</u> and which Lessee agrees may be amended from time to time in OWNER'S sole discretion. Lessee agrees further to be responsible for any violation of the OWNER policies and procedures by Lessee's guests, invitees, licenses, employees, independent contractors, or other persons under Lessee's control or invitation. All exhibits attached hereto are incorporated herein by reference.
- <u>Condition</u>. Lessee accepts Bell Events Studio parking lot, circulation areas, and surrounding
 ground in their <u>AS-IS WHERE-IS WITH ALL FAULTS CONDITION</u>. <u>LESSEE EXPRESSLY DISCLAIMS</u>
 <u>ALL WARRANTIES</u>, <u>EXPRESSED OR IMPLIED</u>, including but not limited to, any expressed or implied warranties, whether oral or written, related to habitability, merchantability, and fitness for a particular purpose.
- <u>Liability</u>. Lessee shall be responsible for all personal and property damage caused at Bell Events Studio, its parking lot, its circulation areas, its common areas, neighboring businesses or residents, and surrounding grounds as a consequence of Lessee's guests, invitees, licenses, employees, independent contractors, caterers, bartenders, servers, servicer of the occasion, and other agents under Lessee's control or invitation, whether intentional or unintentional, whether direct or indirect, including but not limited to personal injury to OWNER'S employees, contractors or other agents. If damage should occur during Lessee's Event, it must be reported immediately to OWNER so arrangements can be made at Lessee's expense/costs for a quick and un-interruptive cleanup and restitution.
- <u>Indemnification</u>. Lessee shall indemnify, defend, and hold OWNER harmless from and against any and all damages, losses, claims, judgment, and costs (including but not limited to attorneys'

fees, court costs, litigation expenses, etc.), arising from (a) Lessee's use of the Event Center, parking lot, circulation areas, common areas, and surrounding grounds, (b) loss, injury, theft or damage to property or persons at Bell Events Studio, circulation areas, common areas, parking lot, and surrounding grounds before, during, or after Lessee's Event, and/or (c) from Lessee's failure to observe or perform any agreement, condition, or promise under this Agreement.

Force Majeure. If OWNER is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, OWNER shall give to all other parties prompt written notice of the force majeure, thereupon, the obligations of the OWNER, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure.

- The term "force majeure" as here employed shall mean an act of God, weather event, strike, lockout, or other business disturbance, act of the public enemy, war, blockade, public riot, terrorism, crime or vandalism, lightning, fire, storm, wind, tornado, flood, earthquake, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the direct control of OWNER.
- Contract Terms. This written Agreement contains the sole and entire Agreement between the parties, and supersedes all other Agreements between them, except for OWNER policies and procedures attached hereto as **EXHIBIT B** and other exhibits hereto. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing the execution and delivery of this Agreement except such representation as are specifically set forth in this Agreement, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into the Agreement. The parties further acknowledge that any statements or representations that may have been made prior to this Agreement by either of them to the other are void and of no effect and that neither of them has relied on the same in connection with his/her or its dealings with the other.
- Miscellaneous. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party to be charged with the same. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under this Agreement, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived except as set forth in the paragraph. All exhibits and attachments are incorporated herein as part of the Agreement. Time is of the essence in all provisions of this Agreement. This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns, except that this Agreement is for a personal services contract, and as such it is NOT assignable by Lessee. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable. This Agreement may be executed using one or more counterparts.

WITNESSETH, the parties execute below in Agreement hereto:					
<u>OWNER</u> :					
Signed:					
As Manager On behalf of					
<u>LESSEE</u> :					
*Signed:	Date				
EXHIBIT A					
SUMMARY OF CHARGES					
TOTAL ROOM CHARGE\$					
EVENT DEPOSIT\$(Non-refundable)					
SECURITY DEPOSIT\$					
SERVICE FEE/CHARGES\$					
TOTAL CHARGE\$					
INITIAL PAYMENT\$					
BALANCE DUE\$					

• Additional Provision. Items included are according to (OWNER) packages which can be found

EXHIBIT B

POLICIES AND PROCEDURES

Appointments

To provide the best possible service, we ask that you please call ahead and make an appointment to tour or access the Event Center for any reason.

Payment

We require a 50% non-refundable Event Deposit at contract signing to reserve Bell Events Studio (payments may be made in cash or Credit Card). This event deposit will be applied to a lessee's final balance upon completion of the Event. The remaining balance will be paid. Failure to meet these deadlines may result in cancellation of the event.

• Security Deposit

A refundable security deposit is due in the form of cash or cash app (\$bellphoto) at the time of contract signing. This cash or Cash App payment will not be deposited unless damages occur during your event, as determined by management. The deposit will be returned to the client if there are no damages within seven (7) business days.

Event Cancellation

In the unfortunate event that you should need to cancel your event, 100% of your Event Deposit is non-refundable. If you need to change the date of your event, you must do so in writing at least 30 days in advance and your Event Deposit will be transferred. If you decide to change dates less than 30 days in advance your Event Deposit will be forfeited.

• Decorations and Room Access

Nothing may be affixed to the walls, ceilings or windows using thumb tacks, pushpins, nails, or staples without first consulting management. All signs, their placement, and content thereon must be pre-approved by owner and/or management prior to placement. Masking tape is permitted so long as no lasting damage exists upon removal, and all masking tape must be removed at the conclusion of Lessee's Event. The use of glitter, metallic confetti, straw, hay, rice, birdseed, bubbles, sparklers, or other fireworks is prohibited without the consent of management. All candles must be completely enclosed in glass or other non-flammable holder. Immediately following the completion of the event, all decorations, trash, and other debris must be thrown away.

On the day of your event, a lessee and vendors will have access to your event site during the time of your event. Additional set-up time may be arranged but may require an additional fee. We will not be responsible for any items left behind. Please arrange to have all rental items picked up the same day as your event.

Capacity

Venue has a maximum capacity of up to 130 guests for the entire facility.

Lessees are responsible for making sure that the number of guests does not exceed the capacity of the Bell Events Studio (up to 130), and shall be liable for any penalties, tickets, or fines emanating from overcapacity.

Food and Beverage

All food must be prepared by, brought onto the premises, and served by a caterer that is designated by lessee and approved by management. The caterer shall coordinate with management two (2) days in advance to coordinate logistics.

Liquor/Alcohol Services

Only Preferred Vendors (see list on Website) affiliated with Bell Events Studio may serve alcohol/sell alcohol on the premises. Anyone brought in to serve Liquor unlicensed and uncertified violates the contract. Event will be ended immediately.

No alcohol may be served to, or consumed by, anyone under the legal drinking age of 21.

- Proof of age shall be required for anyone appearing 36 years of age or younger. Age
 identification shall conform to the statutory requirements imposed by the licensing
 state or federal agency. Documents altered in anyway are unacceptable.
- Non-alcoholic beverages shall be promoted and made available for the duration of any
 event where alcoholic beverages are sold or served.
- At events four (4) hours or longer, service and purchase of alcoholic beverages shall be stopped thirty (30) minutes before the end of the event. Or sooner if deemed necessary by Owner.
- No alcoholic beverages may be brought into or taken out of Events by guests or participants.
- Lessees or their agents shall not serve or sell alcohol to an obviously under aged or intoxicated person.
- Lessees shall use all reasonable means to prevent guests and participants from driving under the influence of alcohol or with a blood alcohol level of .08% or higher.

Animals

Except for service animals, no animals or pets are permitted on the premises.

Smoking

No smoking is allowed inside or surrounding the building, including the use of e-cigarettes or vaporizers, or marijuana.

No Firearms

No firearms shall be allowed on the premises.

Music/DJ

Music /DJ is allowed and must abide by the city of Southfield noise ordinance and not be heard in the parking lot.

Parking

Parking shall be confined to only parking spaces within the parking lot that is designated for the event.

• Security

The Lessee shall provide all needed security or third-party supervision needed for the activities planned for by the Lessee. OWNER reserves the right to require Lessee to provide security and supervision to a degree determined by OWNER depending on the size, intensity, and nature of Lessee's Event

• Clean Up Policy

Lessees are expected to provide sufficient supervision to prevent and minimize spillage of food and beverages at Bell Events Studio. Any lessee leaving excess trash in leased rooms, common areas, lobby, restrooms, kitchen, and outside may be subject to a deduction of their security deposit and additional charges.

Miscellaneous Policies

- OWNER reserves the right to take photographs and other electronic media for promotional use in the future.
- No illegal drugs or controlled substances are allowed on the premises.

By signing,	Lessee verifies t	that he/or she	has read an	d reviewed	all the policies	s and procedure	es of Bell
Events Stud	lio and understa	ands their me	aning and ac	cepts these	terms.		

Lessee Signature	Date