



575 West Pike Street, Suite 19A  
Lawrenceville, GA 30046  
(678) 460 - 7565  
hangoutzinfo@gmail.com

## #HANGOUTZ, SOCIAL CLUB FOR TEENS RENTAL TERMS and CONDITIONS

THE PARTIES HERE TO, INTENDING TO BE LEGALLY BOUND, AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER AGREE TO THE TERMS OUTLINED IN THIS DOCUMENT AND SIGNED PRICING AGREEMENT.

#HangOutz is available for a wide variety of social or business functions. Our policies assure proper maintenance so that all Clients will be able to use and enjoy the property. We require strict adherence to these terms and conditions. Client will be referred to as the actual renter/ renting organization. #HangOutz may be referred to as Event Center going forward. Setup/Tear down time could be referred as the time before the event start used setup any event equipment and décor and time after the event ends used to break down equipment or clean up décor also called Access Period. All signatures and or email/text replies on the Pricing Agreement will stand as a bona fide agreement to the below Terms and Conditions.

### 1. DATES/TIMES OF PERMITTED USE

Set-up and tear-down must occur during this defined periods. If tear-down and removal of non-#HangOutz equipment is not completed by the end of the Access Period, the Client will be responsible for additional rental time (see Miscellaneous Fee section of Package Pricing document for details). All event dates and start times are in accordance to the Pricing Agreement which was provided by the Client during initial meetings.

Access for Client, Client's vendors and Client's guests is **only** allowed during the Access Period. Any other gatherings on #HangOutz Property is not allowed without express permission from #HangOutz management.

### 2. EVENT SIZE

Client estimates that the following number of guests will attend the Event: [Found on Pricing Agreement](#)

#### Estimated Guest Count

- Up to 50 guests
- 51-100 guests
- 101+ guests

Should the final guest count be above the contracted guest range, Client will be responsible to pay for the next pricing tier. See Miscellaneous Fee section of Package Pricing document for details.

### 3. RENTAL FEE

Per the Pricing Agreement document, the rental fee for this Event based on the date and Access Period and estimated number of guests is [Found on Pricing Agreement](#) "Rental Fee".

The Client agrees that they have received a copy of #HangOutz Package Pricing document and acknowledges that this document includes incidental fees that may be incurred for activities that occur outside of the terms of this Rental Agreement.

### 4. EVENT CENTER / EVENT DÉCOR / EVENT STAFFING

- a. #HangOutz includes the facility, bar stools, furniture and parking areas for the Access Period. #HangOutz will provide a DJ if needed, security if needed and crew members to work concession stand and/door admission. A #HangOutz staff member will be onsite during the Access Period and will manage set-up/tear-down of décor items provided by #HangOutz based on the open floor layout.
- b. Note: The Venue Manager and #HangOutz staff will NOT be obligated to assist Client with set-up/tear-down of non-#HangOutz Décor. The #HangOutz staff member will also be available to answer questions and address property maintenance issues.
- c. Client is responsible to tear-down the Event as defined in #HangOutz Event Center Usage Rules (Exhibit A). Client will be responsible for the Excessive Cleaning Fee if Client does not follow these rules. Client must remove all non-#HangOutz Décor items from #HangOutz during the Access Period; this includes items brought by Client's vendors and guests. If all items are not removed, Client will be responsible for Additional Event Time and Pickup/Delivery Fees for each day these items remain on the property.

## 5. CATERING AND FOOD

#HangOutz does NOT have a kitchen on the premises but a concession stand area is provided. Catering food is permitted for events with prior approval from #HangOutz staff. A Non-Refundable Convenience Fee may apply to rental price for food. Clients may use the concession stand area to serve food. **Any event serving food may be required to pre-purchase ALL drinks from #HangOutz concession stand at retail price.** Third-Party catering services may be hired to provide food which would be the responsibility of the Client to find and pay. Otherwise any and all outside food and drinks are not allowed in #HangOutz without the prior #HangOutz staff approval. All drinks brought into facility should be disposed of prior to event start time.

## 6. ALCOHOL POLICY

#HangOutz demands strict adherence to state laws regarding alcohol consumption at #HangOutz. #HangOutz's Alcohol Policy will be posted throughout #HangOutz. A copy of this policy is included as Exhibit B. If Client elects to offer alcohol during the Event, Client must understand and adhere to the following:




- a. Any and all liabilities arising from the consumption of alcoholic beverages on the premises are the responsibility of the Client. All Georgia State Laws and Federal Laws must be adhered to at all times.
- b. Clients are required to provide a (1) one-million-dollar liability insurance policy for alcohol being served at the Event. #HangOutz must be named on the policy as the Certificate Holder.
- c. Clients are responsible to obtain a Limited Special Occasion Permit for the Event. Permits may be obtained at [www.nabc.com](http://www.nabc.com).
  - i. Client must provide a copy of this permit to #HangOutz management prior to event start.
- d. Service requirements are as follows:
  - i. All alcohol must be served only by the licensed bartender hired for the Event. Bartenders will be provided as part of #HangOutz Bar services.
  - ii. No alcohol can be served unless there is also food provided.
  - iii. Service will be closed at least 30 minutes before Client's tear down time begins
  - iv. #HangOutz requires a minimum of one (1) bar staff person per 75 guests – no exceptions. Note: this is a minimum requirement, additional bar staff may be necessary to ensure adequate service levels.
- e. #HangOutz reserves the right to evict Clients and/or their guests from the property or to close the bar at any time during the Event. A list of specific behaviors that will result in expulsion or bar closure are included in Exhibit B.

## 7. REHEARSAL

Client may hold a one-hour rehearsal to occur up to one (1) week prior to Event at no charge if found necessary. In order to honor the exclusivity of other client events and schedules, the exact time for the rehearsal time cannot be scheduled until 5-days prior to the Event. Availability is based solely at the discretion of #HangOutz.

## 8. PAYMENT SCHEDULE

Clients must complete payment in full no later than 2 days (48 hours) prior to the event start date. Deposits are due immediately after date request in order to hold event date. Only when the deposit money is received will #HangOutz secure the Client's requested date. If required deposit is not received the requested date will remain available.

Please Make Checks Payable to  <b>#HangOutz</b>	 <b>Cash App</b>  <b>\$HangOutzSCT</b>	  <b>hangoutzinfo@gmail.com</b>	  <b>Can send Invoice</b>
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**9. CANCELLATION / RESCHEDULE POLICY**

#HangOutz’s cancellation and rescheduling policy is as follows:

	<b>Cancellation</b>	<b>Rescheduling</b>
<b>More than 5 days</b> prior to Event, Client qualifies for the following refunds:	0% of the Event Deposit will be refunded  Note: Client is ineligible for this refund if the Event has been rescheduled.	100% of Event Deposit Transferred to new request date as long as new date is set within next 2 months.  Remaining Deposit amount will need to be paid to hold the requested new date
<b>Less than 5 days</b> prior to Event, Client qualifies for the following refunds:	Event Rental Fee (deposit and/or final payment) will be considered nonrefundable	Event Rental Fee (deposit and/or final payment) cannot be applied to the future date. Total deposit amount must be repaid to hold requested new date.

**10. NATURAL DISASTER / SEVERE INCLEMENT WEATHER**

In the event of severely inclement weather that renders #HangOutz to be unsuitable for the Event (as determined by #HangOutz), 100% of the amount paid can be applied to a future Event date as long as new date is scheduled within the next 60 days. If Client should elect not to re-book, no refund will be provided. #HangOutz encourages Clients to purchase event insurance to offset this risk.

**11. LATE AND REJECTED PAYMENT FEES**

- a. Late Payments: Client will be charged a late fee for overdue invoices (see the Miscellaneous Fees section of the Package Pricing document for details). If the Rental Fee is not paid in full at least one (1) business days prior to the Event, #HangOutz reserves the right to cancel the Event without refund.
- b. Returned Check/Declined Credit Card: In the event that any check is returned by the financial institution, or a credit card is declined, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for the Rejected Payment Fee (see the Miscellaneous Fees section of the Package Pricing document for details).

**12. PHOTOGRAPHS**

- a. Photos taken by Photographers/Guests - #HangOutz encourages Client/Client vendors and Client guests to take photos during the Event. #HangOutz hopes that Client will share & tag (@HangOutzSCT) in these pictures so they can be used for promotional purposes.
- b. Photos taken by #HangOutz Staff - #HangOutz staff may take photographs at the Event and #HangOutz reserves the right to use these photos for promotional purposes. **It is understood by Client, their guests and vendors that attend any event at #HangOutz includes permission to use their images in such materials.**

**13. INDEMNIFICATION**

Client shall indemnify, defend and hold harmless #HangOutz, its owner, its management company, and its owners, officers, and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys’ fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.

This indemnity shall survive the termination of this Agreement. Client hereby releases #HangOutz from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client, Client’s guests or vendors covered by any insurance then in force.

**14. DAMAGES AND SECURITY DEPOSIT**

Client is responsible for any damages to #HangOutz and property that may have been caused by the Client and/or the Client’s guests and vendors. Clients are required to adhere to #HangOutz Usage Rules (Exhibit A) and are required to ensure their guests and

vendors honor them as well. The Client is ultimately responsible for any damage incurred. The Client is within his/her rights to seek compensation for damage charges caused by Client's guests and vendors. #HangOutz will not involve itself in these efforts.

Client is responsible for a Security Deposit based on the number of guests attending the Event. See the Package Pricing list for amounts and Exhibit B for payment details.

#HangOutz Manager will use reasonable best efforts to report any damages or loss of property to the Client on the day of the Event, however, some things may not be noticed until after the Event ends. #HangOutz reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter.

If damage has occurred, #HangOutz will provide an itemized list to the Client and #HangOutz will charge the damage amount to the Client's credit/debit card that was held on file for such purpose. Note, #HangOutz staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damage be extensive, Client will be responsible for replacement costs.

#### **15. JURISDICTION**

This Agreement falls under the jurisdiction of the state of Georgia and is therefore subject to Georgia's laws and regulations.

**THE CLIENT CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS EVENT CENTER RENTAL AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AND IT IS APPENDICES AS WELL AS OTHER REFERENCED DOCUMENTS.**



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## Event Center Rental Agreement - Exhibit A

# #HangOutz Event Center Usage Rules

Following are usage rules that must be followed by Clients, Client's guests and vendors. Non-adherence to these rules will lead to fines and/or damages. Fees are quantified in the Miscellaneous Fee section of the Package Pricing document.

### 1. Moving #HangOutz Décor & Furniture

#HangOutz Décor will be positioned by #HangOutz staff members based on standard floor plan setup. Should Client choose to make minor adjustments to #HangOutz Décor & Furniture after placement, Client must receive consent from **#HangOutz Manager**. **It is the renter's responsibility to return all #HangOutz Décor & Furniture in its original open floor plan setting. If the #HangOutz Décor & Furniture is not returned to its original placing, Client will be charged an Excessive Cleaning Fee (\$200)**

### 2. Event Center Walls

Tape is the preferred method to attach décor items to walls or fixtures in #HangOutz. Tape must be removed completely along with the décor items during tear-down. Use of Nails or screws in any wall, fixture or equipment is strictly prohibited. Thumb tacks may be permitted in some areas with expressed approval of #HangOutz Manager. #HangOutz strongly discourages the covering of #HangOutz wall decals, logos, and signs during all events.

### 3. Candles

- **Candles are PROHIBITED at #HangOutz's.** Battery powered candles are permitted and provided by Client. Evidence of real candles being used at #HangOutz's will be considered property damage and Client will be responsible for replacement costs.

### 4. Celebration Items

- The following Celebration Items are PROHIBITED at #HangOutz: **bird seed, rice, confetti, party string, Chinese sky lanterns, sparklers or fireworks, glitter.** These items are a danger to #HangOutz and other guests. If these items are used, Client will be charged an Excessive Cleaning Fee for each illegal item.
- The following items may be used OUTDOORS ONLY: *bubbles, lavender, real flower petals* (or other similar organic materials). If any of these items are used inside #HangOutz, Client will be charged an Excessive Cleaning Fee.
- Balloons may be used in moderation. Balloons must be removed during the Access Period and any broken pieces must be placed in a trash receptacle. If balloons (inflated, deflated, or pieces) are left after the Access Period, Client will incur an Excessive Cleaning Fee (see Miscellaneous Fee section of Package Pricing document).

### 5. Rules for Client's Vendors (Client is responsible for communication of rules)

- **Florists:** Florists must bring their own containers. Client must notify Florist that every plant must have an underlying tray to prevent water marks on floors and/or furnishings. All floral equipment and residue (i.e. flower petals or leaves) must be removed from #HangOutz (building and grounds) during the Access Period. Brooms or rakes are available from #HangOutz Manager.
- **Music/Entertainment:** Clients and Client vendors must adhere to the following rules
  - Volumes must always be kept at a reasonable volume.
  - All equipment must have felt/rubber bottoms or be placed on a carpet or other protective material.
  - Equipment that gets hot during use must be mounted on appropriate fireproof materials.
  - All equipment must be setup and removed during the Access Period.
  - #HangOutz reserves the right to end Music/Entertainment for not following these rules.
- **Rental Equipment / Supplies:** Rental equipment / supplies procured from outside vendors must be delivered and removed during the Access Period. Should that not be possible, Client will incur a Pick-up/Delivery Fee (see Miscellaneous Fee section of Package Pricing document). All equipment must have appropriate materials to ensure no damage is made to #HangOutz flooring.

- **Smoking and/or Vaping:** Smoking and/or Vaping is strictly prohibited inside #HangOutz and illegal for anyone under the age of 21. Smoking is permitted ONLY in the designated area (outside at the end of #HangOutz shopping center building). Guests must use provided ashtrays. Guests smoking outside of the designated area will be asked to go to the designated area. Cigarette/Cigar butts found outside of the designated area will be classified as damage to #HangOutz and a fee will be assessed.



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## Event Center Rental Agreement - Exhibit B **#HangOutz Alcohol Policy**

Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Client.

### **Beer, wine, and mixed drinks MUST be served by a qualified bartender.**

Alcohol service must cease 30 MINUTES before Client's tear-down time begins.

Specific behavior that will not be tolerated at #HangOutz can include, but are not limited to, the following;

- Fighting
- Destruction of property
- Disrespectful conduct (to other Guests, Vendors or #HangOutz staff)
- Allowing minor persons to consume alcohol
- Possession and/or consumption of a personal supply of alcohol – this includes private vehicles located in #HangOutz parking areas.
- Consumption of alcohol not served by bartender

At #HangOutz's sole discretion, #HangOutz reserves the rights to:

- Evict any person(s) engaging in unacceptable activities outlined above, or not complying with the decision of #HangOutz staff.
- Close the bar and remove all alcoholic beverages from #HangOutz property.
- Withhold Client's Security Deposit.

All Georgia State Laws and Federal Laws must be adhered to at all times.