

7421 Spout Springs Rd., Suites 111 & 112, Flowery Branch, GA 30542

TERMS AND CONDITIONS

PAYMENT and CANCELLATION: If Renter cancels more than 120 days before the event the deposit will be refunded. Within 120 days, the deposit will be non-refundable. The balance of the total rental fee must be paid no later than 30 days before the event. Failure to pay the balance of the total rent fee by the due date will result in a \$50 late fee, and SPEC EVENTS, LLC, reserves the right to cancel the reservation if the rental fee is not paid in a timely manner. Cash, checks, and all major credit cards are accepted. A 3% processing fee will be added to all credit card charges.

ADDITIONAL CHARGE FOR OVERSTAYING. If renter fails to remove all personal items and vacate the facility by the end of the rental period specified above, additional rental will be charged to the card on file in the amount of \$150 for each hour or fraction of an hour of the extended period.

(continued on reverse)

LICENSE TO USE THE FACILITIES. This agreement grants the Renter a license to use the facilities for the time and activities specified. No relationship of landlord and tenant is created or implied, and nothing in this agreement

shall be deemed to confer upon the Renter any interest in the facilities, right to possess or control the use of the facilities, or any other rights with respect to the facilities other than those expressly provided herein.

LIABILITY AND INDEMNIFICATION. Renter shall indemnify, defend, and hold harmless SPEC EVENTS, LLC, its officers, agents, employees, and landlord, from and against any and all loss, cost (including attorneys' fees), damages, expense, and liability (including statutory liability and liability under any workers' compensation laws) in connection with claims, judgments, damages, penalties, or fines of any nature, arising out of any act or neglect by Renter, its agents, employees, contractors, guests, or invitees, in, on, or about the facility.

INSURANCE. If insurance is required in the special stipulations, Renter will provide commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence, naming SPEC EVENTS, LLC, as an additional insured under the policy. Any such certificate of insurance shall be provided not less than 10 days prior to the event.

SITE DECORATIONS. All decorations and exhibits must conform to fire and safety codes. Renter is responsible for removing all decorations by the end of the rental period. No nails, screws, staples or penetrating items are to be used on our walls or floor. Only blue painters' tape can be used on the walls, and no tape should be used on floors. Confetti or glitter is not permitted, and if confetti or glitter is used there will be an additional \$100 clean up charge. Likewise, if there is any damage caused by decorations, the credit card on file will be charged for the reasonable amount to repair the damage.

LIVE MUSIC & ENTERTAINMENT. Any live or recorded music must be used at a reasonable volume so as not to disturb any nearby business of residence.

LOAD-IN/LOAD-OUT AND SET-UP. Unless other arrangements are specifically noted above, all load-ins, load-outs, and set up must take place within the designated rental hours specified above. SPEC EVENTS, LLC, is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the Renter or Renter's representative. All excess materials (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by the Renter.

CLEANING,TRASH AND EQUIPMENT REMOVAL. The facility will be in a clean condition prior to your event, and Renter is expected to leave the facility in similar condition. All personal items and decorations, and all trash and debris, must be removed from the facility by the end of the rental period. Staff of SPEC EVENTS, LLC, will provide normal clean-up. However, if extraordinary clean-up is required due to excessive dirt, debris, or spilled items, Renter's card on file will be charged a reasonable sum to pay for the extra cleaning.

PROHIBITED ACTIVITIES. Renter agrees to comply with all applicable city, county, state and federal laws and shall conduct no illegal activities on the premises. This is a drug free and non-smoking facility at all times. Renter shall not sell alcohol on the premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. SPEC EVENTS, LLC, 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 SPEC EVENTS, LLC, or the safety of its staff, guests, or building contents.

LIMITATION OF LIABILITY. If SPEC EVENTS LLC is unable to deliver possession of the facilities due to circumstances beyond its control, such as physical damage to the facilities, or the interruption of utility services, or due to governmental restrictions or action, then the full liability of SPEC EVENTS LLC shall be limited to refunding any deposits or rental fees previously paid by the Renter.

RIGHT TO ENTER. Renter agrees that a representative of SPEC EVENTS, LLC, staff shall have the right, but not the obligation, to enter and exit premises during the course of the event.