

RENTAL AGREEMENT

****PLEASE NOTE: IT IS YOUR RESPONSIBILITY TO READ THIS CONTRACT THOROUGHLY BEFORE SIGNING****

Please call the office for questions regarding the Facility.

Releve Coworking and Events is pleased to enter into this Agreement with _____ (“Client”) on _____, 2021 for Client’s use of the Facility, subject to the following terms and conditions:

1. Permission to use

The proprietor grants to Client, and Client accepts, permission to use the Facility solely on the Event Dates, and during the Event Time, subject to the terms and conditions as agreed upon below.

2. Use of Facility

The Facility must NOT be used for PAID events and must be used only for purposes as indicated on the agreement.

CONGREGATION IN FRONT OF THE BUILDING OR WITHIN A ONE BLOCK RADIUS AT ANY TIME THROUGHOUT THE DURATION OF THE EVENT IS NOT ALLOWED.

FIRECRACKERS/EXPLOSIVES IN THE FACILITY OR WITHIN A ONE BLOCK RADIUS OF THE FACILITY IS ABSOLUTELY PROHIBITED. THE USE OF ANY TYPE OF GRAFFITI, CONFETTI, GLITTER, SILLY STRING, STAPLES, NAILS, OR SCREWS, IS STRICTLY PROHIBITED. BALLOONS MUST BE DEFLATED AND BAGGED AFTER EVENT. WALL AND/OR CEILING DECORATIONS ARE STRICTLY PROHIBITED. ANY CONDITION OF FACILITY DEEMED TO REQUIRE OVER-EXCESSIVE CLEANING BY “CLOSER” WILL START AT A PENALTY OF \$100.00. Should the Facility be used for purposes, or in a manner, other than those agreed, and/or neighboring property be adversely affected through client or client’s guests’ activity, the proprietor has the right to STOP the event, TERMINATE the Agreement and RETAIN ALL FUNDS RECEIVED. x _____

3. Down Payment; Security Deposit

Use of the Facility requires the Event Fee (“the Fee”). The proprietor shall not reserve an Event Date and Event Time until Client has made a down payment of AT LEAST 50% event rental fee at time of signature of the contract. Ideally, a Full payment should be made no later than fourteen days prior to the Event. PLEASE NOTE: We do not send payment reminders.

***ADDITIONAL TWO HUNDRED DOLLARS (\$200) SECURITY DEPOSIT IS TO BE DELIVERED WITH FINAL PAYMENT TWO WEEKS PRIOR TO EVENT TO PROPRIETOR . Security Deposit will be refunded the following Monday by 5pm once the Proprietor is**

satisfied that the Facility was left in good condition after the event and no damage or loss (see paragraphs 2., 4., 11. And 18.) was incurred. X _____

FAILURE TO MAKE FULL PAYMENT AT LEAST 14 DAYS PRIOR TO AN EVENT DATE WILL RESULT IN IMMEDIATE CANCELLATION OF THE RESERVATION. ALL FUNDS RECEIVED WILL BE RETAINED. *Bookings made within 2 weeks of a requested date must be paid in full. Any cancellations are subject to 0% refund. X _____

4. Event time/Grace period/Additional Time

Standard rental period of 8 hours includes set-up and clean-up time. Music must be turned off an hour prior to event end time. ANY ADDITIONAL TIME REQUIRES PAYMENT AT \$125.00 an HOUR. Client will be allowed a grace period of 15 minutes at the end of the event. Charges for additional time MUST be paid before the end of the event if requested. Proprietor is not responsible for, nor will allow an extension of time due to Client's or Client's guests' late arrival to any event. Latest time allowed in premises is 12:30 PM unless discussed and approved in writing. FOR EARLY SATURDAY AFTERNOON EVENTS (9-5PM SLOT) AN EXIT LATER THAN 5:15PM WILL CONSTITUTE A FULL FORFEITURE OF SECURITY DEPOSIT. (no exceptions) X _____

5. Cancellation Policy. (THERE ARE NO EXCEPTIONS TO THE POLICY, SO PLEASE DON'T ASK)

Please see cancellation schedule below. The Refund amount shown is based on the understanding that full payment of the Event Fee was already made at the time of cancellation. Please note: postponements are considered cancellations. We are not responsible for weather, travel, or guest/attendee circumstances, etc. Cancellations must be made in writing or by person-to-person communication (no voicemail message). **Any rental/add-on cancellations are subject to a 50% refund.**

IF FOR ANY REASON WE ARE UNABLE TO OPERATE DUE TO GOVERNMENT MANDATE (PARTICULARLY BUT NOT LIMITED TO COVID-19) POSTPONEMENT WITHIN 18 MONTHS OF THE EVENT WILL BE GRANTED AND NO CANCELLATION FEE WILL BE CHARGED. NO REFUNDS WILL BE MADE WHATSOEVER. X _____

<u>Cancellation Date</u>	<u>Refund Amount</u>
<u>60+ days prior to event</u>	<u>Full refund less \$500</u>
<u>30-59 days prior to event</u>	<u>Full refund less half event fee</u>
<u>1-29 days prior to event</u>	<u>No refund</u>

ALL CANCELLATIONS ARE SUBJECT TO A MINIMUM LOSS OF \$500 X _____

6. Indemnification

Client agrees that it shall indemnify, defend and hold harmless the proprietor, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in

connection with damage to property or injury to persons (including death) which arise out of Client's use of the Facility, including any acts or omissions of Client, its agents, contractors, employees, invitees, helpers or subcontractors. Client shall provide the proprietor immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

7. No Warranty

The Facility is provided "AS IS", "WHERE IS" and without warranty as to its suitability for Client's intended use.

8. Right of Entry

The proprietor, and those persons authorized by her, shall have the right to enter, or remain in the Facility at all times during the event, including during an emergency involving possible injury to property or persons in or around the Facility.

9. Revocation

This Agreement is freely revocable by the proprietor and, upon written notice or in-person communication from the proprietor to Client, may be terminated at any time at the proprietor's sole discretion.

10. Alteration to Facility

Client may not, unless given written permission by the proprietor, make any alterations including: paint, remove or install fixtures, remove wall coverings, make holes in the walls, or in any way render the Facility different from originally received by client.

11. Damage to Property

Client shall be responsible for the repair and/or replacement of the Facility (including sidewalk plants/fixtures) to the extent such repair or replacement is the result of Client's (or its guests, agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Client shall deliver the Facility to the proprietor in as good condition as when received by Client, ordinary use and wear and tear excepted. Failure to do so will result in, but is not limited to, forfeiture of Security Deposit.

12. Invitations

Wording on the invitations regarding intended use of Facility, must be in accordance with that on agreement. Address of facility is: 5010 Brown Station Rd, #140, Upper Marlboro, MD 20772

13. Alcoholic Beverages

Alcohol may be served ONLY to persons age 21 or older under the terms and conditions consistent with the applicable laws of the State of Maryland as long as the Client abides by the following rules:

- 1) Client shall take full responsibility for and hold the proprietor harmless from ALL liability arising from the serving and consumption of alcoholic beverages; ii) If caterers are to serve, or provide a bartender to serve alcoholic beverages, the caterer shall

provide to the proprietor a Liquor License and a certificate of insurance evidencing a Liquor Liability Policy at least fourteen days prior to Event Date. Failure to do so will result in revocation of agreement and retention of all funds received.

2) NO SALE OF ALCOHOL OR FOOD IS ALLOWED.

The Renter must request approval to serve alcohol (beer and wine only) through the State of Maryland. Renter must obtain a **STATE OF MARYLAND SPECIAL LICENSE APPLICATION FOR CLASS C-ONE DAY LICENSE**. The application is due **FOURTEEN (14) DAYS PRIOR TO THE DATE OF THE SCHEDULED EVENT.**

BOARD OF LICENSE COMMISSIONERS

9200 BASIL COURT, SUITE 420, LARGO, MARYLAND 20774

301.583.9980

X_____

14. Media/Video Usage

Expected media coverage must be submitted to and approved by the proprietor in advance of the function. It is important to note that the facility is under 24/7 surveillance - renting any of our facilities is agreement/understanding that anyone who enters and is around the premises will be recorded. Booking any of our locations is also agreement/understanding that your event may possibly be used for social media marketing purposes.

15. No smoking, cooking, or open flames (except low-level heating burners)

The Facility is a smoke-free environment. ANY KIND OF SMOKING IS STRICTLY PROHIBITED IN ALL AREAS OF THE BUILDING AT ALL TIMES . In addition, with the exception of low-burning food heaters, no cooking or use of open flame (including candles) of any kind is allowed in any part of the Facility at any time.

16. Vendors/Equipment

If client's or client's vendors' equipment is used, it MUST be removed by the end of the event. *IT IS HIGHLY RECOMMENDED THAT ANY OUTSIDE VENDORS YOU CONTRACT WITH CARRY THEIR OWN INSURANCE* Proprietor is not responsible for loss or damage to any equipment/supplies/decorations left at facility after the end of the event. Any equipment that is left behind will be disposed of.

17. Safety

To ensure client's and client's guests' safety, Emergency Exits must be unlocked, but closed during the event. Client and guests must use facility's main entrance for entry and exit. Emergency exits are to be used DURING EMERGENCIES ONLY and shall not be used as a normal point of entry or exit.

18. Garbage

All we ask is the facility to be given a broom sweep, garbage be properly bagged and put together near the rear entrance, and guest's/vendor decoration and equipment be removed. The facility must be left in good condition, as it was received (see paragraph 2.). We will take care of the rest.

Miscellaneous

A. ENTIRE AGREEMENT; GOVERNING LAW: This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of Maryland.

B. NO AMENDMENT: No amendment or modification to this Agreement shall be binding upon the proprietor unless same is in writing. THERE ARE TO BE NO MODIFICATIONS TO THE FOLLOWING CONTRACTED EVENT DETAILS WITHIN 7 DAYS OF EVENT EXCEPT THE ADDITION OF UPGRADES OR WITH PROPRIETOR'S WRITTEN CONSENT.

x _____

C. RENTAL DATES/FEE, ETC.

EVENT DATE(S): _____

EVENT TIME(S): Start: _____ End: _____

PURPOSE OF EVENT: _____

FEE FOR EVENT: \$ _____ @ _____

REFUNDABLE Security Deposit: \$ _____ *see paragraph 4

TOTAL: \$ _____

PROPRIETOR _____ Date: _____

Releve Coworking and Events

CLIENT NAME (Print) _____

CLIENT SIGNATURE _____ Date: _____

CLIENT ADDRESS: _____

CLIENT PHONE NUMBER:

CLIENT EMAIL: _____

Please help us keep the facility clean and in good condition so we can continue to provide you with excellent service at a reasonable rate. Thank You