

Contract Received: _____

PIF Date & Amount: _____

Method of Payment: _____

Space In Time II Rental Agreement

This contract for the rental of Space In Time II is made this day, _____, by and between Ebony Hamlet, hereafter referred to as the Owner, and

_____, hereafter referred to as the Renter. Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 290 Hilderbrand Drive Suite A5 Atlanta, GA 30328 and known as Space In Time II, and whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Event Date: _____

Set-Up Time: _____ Event Start Time: _____ Event End Time: _____

Venue Departure Time (All persons, third party rental items, and belongings are out of the venue): _____

Event Time Total: Hours _____ Minutes: _____

Hourly Rate: _____

Current Special: _____

Event Name/Type: _____

Number of Guest/Attendees: _____

Client(s)/Corporation: _____

Type of Entity: Club__ Association__ Corporation__ Limited Liability Co.__ Other: _____

Address: _____

City: _____ State: _____ Zip _____

Primary Phone: _____

Email address: _____

Conditions and Responsibilities of the Renter- Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping Space In Time II a well maintained and safe location for future use.

1. Payment Timetable-The Renter shall pay to the Owner the sum of \$_____ for the hours of their event.

Of this amount, \$_____ paid on _____

payment method _____ is the non-refundable deposit due at the time of booking and will be applied to the rental charges. This is required in advance to successfully reserve the venue.

Total Rental Hours Amount Due \$ _____

COVID Sanitation \$ _____

Preservation Fee \$ _____ It acts as an insurance policy. It ensures that the venue is returned in the same manner that it was received. The preservation fee becomes nonrefundable if there is damage to the venue. Clients will receive a wrap up email within five (5) business days after their event. Any issues will be documented in that email. If charges are more than the preservation fee on file, the client is required to render payment seven days after being notified. All accounts must be settled in seven days. If not, all remaining funds are forfeited. The preservation fee will then be released in the same method that it was paid. Please note, if the client paid by credit card the processing fee will be subtracted from the preservation fee.

The Remaining Balance \$ _____ is due three weeks before the event. The

due date is: _____ by 6:00 PM EST. Please place this date on your calendar. We accept early payments. If payment is not received on time, a 10% late fee will be added. If not received in 48 hours after the due date your date will be cancelled. No refund will be given.

Payment Methods:

- Cash App: [\\$spaceintimeatl](#)
- Venmo: \$SpaceInTimeATL https://venmo.com/code?user_id=2055377487134720950
- Zelle: spaceintimeatl@gmail.com
- Paypal (this method has a 2.9% processing fee): <https://www.paypal.me/spaceintimeatl>
- Square (this method has a 2.9% processing fee): www.spaceintimeatl.com (click on the book now feature)

2. Cancellation- Date-Hold deposit is non-refundable. We understand things happen! Please let us know if you need to cancel as soon as possible by email. Our email address is spaceintimeatl@gmail.com. In order to rebook Renters must pay their event remaining balance to be placed on the calendar. New fees and rates may be applicable to the new date.

If notice is not received three weeks before the event, the Renter loses the option to apply their deposit to a new date. If they opt to have a future event at Space In Time, the Renter will be required to put down a new deposit and are subject to a rebooking fee.

The Renter agrees that all payments (including the preservation fee) are non-refundable under any circumstances if cancelling. Preservation fees are refundable after the event takes place if there is no damage or violations. The Owner agrees that if the cancellation is due to circumstances incurred by the Owner or venue, all fees paid by Renter will be refunded. The Renter agrees that all confirmed dates are final and rescheduling of dates are to be determined at the Owner's discretion and an additional fee may occur.

3. Capacity- up to 150 guests seated. We currently adhere to the Governor's approved number of attendees in the state of Georgia.

4. Cleaning, Trash, And Removal-Space In Time II will be in a clean condition (inside and outside) prior to your event. At the end of the Renter's event, the space must be returned to the same clean condition in which it was found. All rental equipment must be removed by your event departure time. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. Items left overnight will be discarded unless prior arrangements are made with Management. If we are able to keep items overnight the charge is \$200. We are a small space and do not have storage large enough to house Renter items. Also, the client will not leave trash outside of the venue. There should be no remnants of your event found on the grounds. Our landlord charges us and we will pass that cost on to the Renter. All trash should be placed in the dumpster located in the back of the property.

5. 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, and there are no exceptions. Renter shall not sell alcohol on 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 that alcoholic beverages are consumed in a responsible manner. Space In Time II 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 Space In Time II or the safety of its staff, guests, or building contents.

6. Damages- Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

7. Plumbing- We are located in an older building. Please make sure that you and your guest only flush toilet paper and your natural waste down the toilet. Please throw everything else in the bathroom trash can to avoid paying an emergency plumber fee.

8. Decor-Space In Time II wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renters to prepare decorations reflecting their creative requirements. Glitter or foil (non-paper) confetti is not allowed on site. Glitter of any kind is not permitted. Please refrain from wearing clothing that has glitter. If found, the \$150 preservation fee will immediately become nonrefundable.

- Renter agrees that NO candles (except 2.5 inch tall birthday candles) are allowed in the venue. If found, the \$150 preservation fee will immediately become nonrefundable. However, we welcome flameless LED candles.
- Do not place sticky adhesives on our floors. We do not allow floor wraps. If you are using heavy equipment from other vendors or a DJ, please lift the equipment. Please refrain from dragging it to prevent scratching the floor.
- Please do not move our ceiling tiles as they are fragile and some are stuck to the ceiling. Moving them will cause damage and you will be charged. We take photos before and after events.
- Do not place anything on our walls. No nails, screws, sticky adhesives, staples or penetrating items are to be used on our walls or floors. If discovered, the \$150 preservation fee will immediately become nonrefundable.

9. Conduct -There is absolutely no drug use or smoking 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. We prohibit smoking, hookahs (burning coals), sparklers, and vaping on the premises. Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars. Please be respectful. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Do not stand on the furniture. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as graduation parties, underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of Space In Time II team members or management shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases refunds of the event costs will not be available. During events using or selling alcohol, alcoholic beverages must not be taken outside the event space. All legal consequences and ramifications are the sole responsibility of the rental party and/or event space.

10. Live Music/DJs/Noise- Space In Time II encourages music and lots of dancing! We allow the use of outside DJs. **If you have hired a DJ, they should have their own speakers and equipment. Our speaker set up is meant for bluetooth connection only. Please do not move or unplug our speakers to avoid a \$50 fee.** Please be aware the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event the renter's event creates a disturbance due to high noise volume, Space In Time II team members have full authority to ask the renter, DJ or live music

presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Space In Time II's discretion, renters may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of

expulsion, no portion of the event costs will be refunded to the renter. The renter will also be solely responsible for any fines or fees associated with noise ordinances. Music must end by 1:00 a.m. Renter agrees that they will _____ or will not _____ have a DJ. Renter Initials: _____ Date: _____

11. Catering- We require that all caterers working at Space In Time II have a valid certificate of insurance and a credit card on file with us. Space In Time II is a production space and is to be used for final food presentation, plating, and bussing only. Chefs cannot cook food on our premises. We do not allow grills, hot plates, or flat tops. Caterers using chafers must have their own tablecloths. Please note Space In Time II does not provide dishes, glassware, pots, pans, knives, or utensils. The space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. Caterers must remove all trash, composting and recyclables from the site. All trash, including sorted recyclables and properly sorted comostables, must be collected, properly bagged, and removed by the caterer or the Renter. Failure to remove or clean will result in additional fees to the renter. Renter agrees that they will _____ or will not _____ have a Caterer. Renter Initials: _____ Date: _____

12. Alcohol- Do you plan to serve alcohol or sell alcohol at your event? Will you have alcohol present at all? This includes BYOB. Will Alcohol be present at your event? __ YES __ NO. Renter Initials: _____ Date: _____

If yes, below are the official steps to obtaining a permit:

Renter is hiring Licensed Vendor/Catering Company: _____

We require you to obtain certificates of insurance from all third party vendors.

Step 1. The law states you must find a caterer of your choice that simply holds a city of Atlanta or Sandy Springs alcohol license. They must also hold a state of Georgia alcohol license. Why a caterer you ask? Well caterers are able to obtain liquor licenses because they have 50% sales in food and 50% in alcohol. Officials want to make sure that food is present to help soak up the alcohol.

A great example would be Huey Lueys. They are ideal because they have a bar inside the restaurant and provide catering services. Once you hire the caterer, there are three easy steps to be in compliance.

Step 3. You or your catering company representative needs to go to the City of Sandy Springs on 1st floor to the permits and revenue office. Just present the city and state licenses and ask for a one day temporary special event alcohol permit. Our contact in revenue is Tammie Edwards. She can be reached at 770-206-1462. Fill out the form, pay \$50, and submit it to the clerk. The office will then process the paperwork. Once approved, you will receive notification to pick up your certificate.

Step 4. The bartender, who works under the catering company, can now go and get their pouring permit at the Sandy Springs Police Department located at 7840 Roswell Road, Suite 301, 30350. The pouring permit is \$50. The catering company should take care of this cost. The bartender will be fingerprinted and the permit is issued that day.

Step 5. The last step is to hire an off duty officer to be present for the event. To arrange for a Sandy Springs Officer, contact Captain J McNabb. He can be reached by phone at 770-551-6932 or 770-551-6900. Another option is to send an email to Jmcnabb@sandyspringsga.gov

13. Liability- Renter agrees to indemnify, defend and hold Space In Time II, 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 renter, its employees, and agents of alcoholic beverages at Space In Time II. In the event Space In Time II, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, the Renter agrees to pay Space In Time II, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Space In Time II including all collection expenses and interest due.

14. Promotions and Copyright- It is important to us that you have a fantastic and successful event. Should Space In Time II be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. Please tag us on social media post. We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. A representative of Space In Time II (your event host) will be available during all events to answer questions about the space. Renter Initials: _____ Date: _____

15. Additional Fees- Over Time Fee-The Renter agrees to end at the venue departure time. Additional time can be purchased at the discounted rate up to three days before the event if available. The Renter agrees that the hourly rate can be broken down into minutes and charged if the event goes over the specified time. To avoid this charge we recommend that you allow one (1) hour for breakdown time. "Venue departure Time" refers to the agreed upon time the booking party must have the event space returned to its original condition and out of the venue. Please note if the event extends beyond the scheduled end time more than one (1) hours without prior approval the preservation fee will be forfeited. We will bill you for the additional overage.

16. Items Included In the Rental -Renter and Owner agrees that the total price for the rental includes:

- Projector
- (2) Microphones Qty _____
- (10) Round 4ft tables Qty _____
- (14) Rectangular 6ft banquet tables Qty _____
- (6) Round 32 inch Highboy tables (cocktail) Qty _____
- Black Table Linen
- 150 Chairs Qty _____
- Backdrop Stand
- Black Backdrop Cloth
- Podium

17. Upgrades- Renter has the option of choosing additional items to be provided by the Owner for an additional fee. Please list any requested upgrades below:

18. Entry and Exit- Our Venue opens at 8AM and closes at 2AM. Renter agrees that Space In Time II staff may enter and exit premises during the course of the event. If you have questions, should an issue arise, or if you have concerns during your rental, we are just a text or call away. We can be reached at (404)692-3597.

19. COVID CLAUSE- Our venue has always placed a high priority on cleanliness; however, the COVID-19 pandemic has caused event spaces everywhere to re-evaluate infection control barriers and procedures. Moving forward:

A. We will conduct routine cleaning and disinfection of high-touch surfaces to help prevent the spread of COVID-19. We discourage sharing of tools and equipment, if feasible.

B. We ask that clients and their guests upon entering the facility practice good hand hygiene by using hand sanitizer or *washing their hands with soap and warm water for 20 seconds. Afterwards, dry your hands using a clean towel or air dry them.*

C. Inside the venue, we ask that all guest wash your hands in the following scenarios: *before handling food, before eating food, after using the bathroom, after changing a diaper, after cleaning up after a child, after blowing your nose, coughing, or sneezing, and after touching garbage*

D. We ask that clients and their guest social distance themselves 6 feet inside the venue.

E. Clients and their guests are advised to wear a mask and gloves.

F. We actively encourage sick guests to stay home.

G. No Party shall be liable or responsible to the other Parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's (the "Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war,

invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

H. While it may be impossible to determine where or how someone contracts the virus, we have taken steps to protect all of our guest. We are following guidance from both the Occupational Safety and Health Administration and Centers for Disease Control and Prevention, as well as guidance from Fulton county and the State of Georgia. As a result, Space In Time II is not liable if a guest becomes sick.

20. Updates/ Additional Notes:

Updated Amount Due \$ _____ is due three weeks before the event. The

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below. Once complete, please email it to us at spaceintimeatl@gmail.com. This is a wet signature document. You will need to print, sign, and scan. However, clients have used apps to sign theirs, which is fine. Some have also used a free trial of Docusign.

Renter's Signature

Owner's Signature

Date

Date

