

Space In Time Rental Agreement

This contract for the rental of Space In Time 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 B4 Atlanta, GA 30328 and known as Space In Time, 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: _____ Wrap Time: _____

Hours Total: _____ Minutes Total: _____

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 a well maintained and safe location for future use.

1. The Renter shall pay to the Owner the sum of \$_____. Of this amount, \$_____ is a 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. The remaining balance \$_____, is due two weeks before the event. If full payment is not received within fourteen days before the event, the Owner reserves the right to cancel your reservation and no refund will be given.
2. **Cancellation-** Date-Hold deposit is non-refundable. We understand things happen! The Renter agrees that all payments are non-refundable under any circumstances including cancellations by the Renter. 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 for a fee of \$175 due from the Renter at the time of rescheduling.
3. **Capacity-** up to 80 guest seated.
4. **Cleaning, Trash, And Removal-**Space In Time will be in a clean condition 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 immediately following your event. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. This includes sweeping and breakdown of chairs and tables, if you did not pay for the "Don't Lift A

Finger Package". Items left overnight will be discarded. We are a small space and do not have storage large enough to house Renter items.

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 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 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. Decor-Space In Time wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items are to be used on our walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. Only low tack tape is allowed on our floors and walls. Renter agrees that NO candles (except 2.5 inch tall birthday candles) are allowed in the venue. Any damage will be charged after your event. An additional cleaning fee of \$200 will be added if this is violated and charged to the card on file or additional request source of payment if the card is inactive. \$150 deposit will immediately become nonrefundable.

8. 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. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. 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 team members 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.

9. Live Music/DJs/Noise- Space In Time encourages music and lots of dancing! We allow the use of outside DJs. 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 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's discretion, renter 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 12 a.m. Renter agrees that they will _____ or will not _____ have a DJ can only be present if the volume is first approved. Renter Initials: _____ Date: _____

10. Catering- We require that all caterers working at Space In Time to have a valid certificate of insurance and a credit card on file with us. Space In Time is a production space and is to be used for final food presentation, plating, and bussing only. Please note Space In Time 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. A final walk-through with a Host is mandatory at the close of 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 caterer and will be charged to the caterer's credit card or rental party on file. Renter agrees that they will _____ or will not _____ have a Caterer. Renter Initials: _____ Date: _____

11. Alcohol- It can be served if there is a licensed/permit holding mobile bartender serving with alcohol awareness training. Will Alcohol be sold at the event? __ YES __ NO. If so, Renter is hiring Licensed Vendor/Catering Company: _____ We require you to obtain certificates of insurance from all third party vendors. Renter Initials: _____ Date: _____

12. Liability- Renter agrees to indemnify, defend and hold Space In Time, 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. In the event Space In Time, 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, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Space In Time including all collection expenses and interest due.

13. Promotions and Copyright -It is important to us that you have a fantastic and successful event. Should Space In Time 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 (your event host) will be available during all events to answer questions about the space. Renter Initials: _____ Date: _____

14. Additional Fees-

Over Time Fee-The Renter agrees to end at the Wrap Time. Additional time can be purchased at the discounted rate up to three days before the event. The Renter agrees that an additional \$100 an hour, or \$50 under the 30 minute mark will be charged if the event goes over the specified time. To avoid this charge we recommend that you allow one (1) hour for breakdown time. "Wrap time" refers to the agreed upon time the booking party must have the event space returned to its original condition and ready to leave the space. Please note if the event extends beyond the scheduled end time more than one (1) hours without prior approval the security deposit can be forfeited.

Renter Needs Additional Time Fee-However, subject to prior approval and at the Owner's sole discretion, use of the venue beyond the event end time may be granted at the rate of \$125.00 per hour maybe pre purchased. Each additional hour is billed as a whole hour regardless of actual minutes used.

Accidental Insurance Fee- Instead of requiring Renters to obtain Special Event Liability insurance, we simply ask that we hold a \$150 refundable cash deposit. This becomes non refundable if there is damage to Space In Time.

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

- sound system
- projector
- wireless microphone
- Round tables Qty_____ Size _____ What Color Linen _____
- Square banquet tables Qty_____ Size _____ What Color Linen _____
- Classroom Set Up tables Qty_____ Size _____ Chair Qty_____ Style _____
- Only Chair Qty_____ Style _____
- Art Show Set Up - Easel Qty_____
- Storage Fee for the night prior to the event will be \$50.00, if we can accommodate this request

16. Renter has the option of choosing additional items to be provided by the Owner. Additional fee will apply unless otherwise noted. Please list any additional upgrades requested: _____

17. Entry and Exit -Renter agrees that Space In Time staff may enter and exit premises during the course of the event. A Space In Time Host will be available during your entire event and may be checking periodically with the responsible parties to ensure everything is operating correctly. They will also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, and will be available for questions or to respond to needs or issues that may arise.

18. COVID CLAUSE As the Governor is lifting the state stay at home orders today, Georgia businesses are given the choice to be open. If you decide to have your event, we want to make you aware of some of the changes we have made in order to comply with the CDC's guidelines to prevent the spread of COVID-19. 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:

1. 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.
2. We ask that clients and their guest upon entering the facility practice good hand hygiene by following these steps:
Wet your hands with clean, running warm water and apply soap.
Lather your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.

Scrub your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.

Rinse your hands well under clean, running water.

Dry your hands using a clean towel or air dry them.

3. Inside the venue, we ask that all guest wash your hands in the following scenarios:

Before, during, and after preparing food

Before eating food

After using the toilet

After changing diapers or cleaning up a child who has used the bathroom.

After blowing your nose, coughing, or sneezing

After touching garbage

4. We ask that clients and their guest social distance themselves inside the venue.

5. Clients and their guest are advised to wear a mask and gloves.

6. We actively encourage sick guest to stay home.

7. 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.

8. 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 is not liable if a guest becomes sick.

19. Securing the Venue: The Renter agrees to maintain a credit card on file during the entirety of the event to secure payment for any damages. The Owner agrees to advise the Renter of any damage charges before making a debit to the credit card on file. The Renter agrees to provide another source of payment if the credit card on file is not valid.

Please note the following timeline due:

Reservation Deposit Paid \$ _____ On Date: _____

Total Amount Due is (excluding rental items) \$ _____

Rental Items are _____ \$ _____

Upgrades are _____ \$ _____

Preservation Fee/Accidentals Deposit \$ _____ (refundable if the venue is returned in the state received.)

Extra Hours \$ _____

Early Set Up \$ _____

Remaining Balance \$ _____ Due Date: _____

Deposits and Fees can be paid via:

- Cash App: [\\$spaceintimeatl](#) (Ask about our Special Gift for paying using this method)
- Venmo: \$SpaceInTimeATL https://venmo.com/code?user_id=2055377487134720950
- Zelle: spaceintimeatl@gmail.com
- Paypal: <https://www.paypal.me/spaceintimeatl>
- Square: www.spaceintimeatl.com (click on the book now feature)

I authorize Space In Time to charge the credit card indicated according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below. Once completing this online, please email it to us at spaceintimeatl@gmail.com

Renter's Signature

Owner's Signature

Date

Date