

Contract Received: \_\_\_\_\_

PIF Date & Amount: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

## 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: \_\_\_\_\_

Venue Departure Time (all persons 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 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 two weeks before the event. The**

**due date is: \_\_\_\_\_ by 12:00 AM EST. Please place this date on your calendar. We accept early payments. If payment is not received, a 10% late fee will be added. If not received in 48 hours your date will be automatically released and you will not be allowed a complimentary rebooking. No refund will be given.**

Payment Methods:

- Cash App: [\\$spaceintimeatl](#)
- Venmo: [\\$SpaceInTimeATL https://venmo.com/code?user\\_id=2055377487134720950](https://venmo.com/code?user_id=2055377487134720950)
- Zelle: [spaceintimeatl@gmail.com](mailto: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](http://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](mailto:spaceintimeatl@gmail.com). If notice is received two weeks before your event, we will allow one complimentary rebooking. The rebooking must occur one year from your original event date. New fees and rates may be applicable to the new date. If notice is not received two weeks before the event, client becomes ineligible for a complimentary rebooking. The Renter agrees that all payments (including the preservation fee) are non-refundable under any circumstances if cancelling. 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 125 guest 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 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 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. Items left overnight will be discarded. 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.

**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. 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 trash can to avoid paying an emergency plumber fee.

**8. Decor-**Space In Time 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.

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 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 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, 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 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. 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 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 have any type of alcohol at your event? It can be served if there is a licensed/permit holding mobile bartender serving with alcohol awareness training. It will take about two weeks to complete all the steps. Below are the official steps:

**A.** Request a copy of Space In Time's insurance declaration page.

**B.** You will need an off duty officer present for the event. To arrange for one 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

**C.** A one day alcohol permit for the event is needed. The cost is \$50. Go to [www.sandyspringsga.gov](http://www.sandyspringsga.gov)

Hover over business

Business regulations and licensing

Green box in person permitting and revenue services

Click in the hyperlink to schedule the appointment. Just make sure to then show up for your appointment. You will need to have selected who will be your bartender and where they will purchase your alcohol.

**D.** Your Bartender needs to have a pouring permit. Its \$50 and its good for a year. They can apply in person or fill out the form at [www.sandyspringsga.gov](http://www.sandyspringsga.gov) If they have a permit in Atlanta, you technically still need one in Sandy Springs. Where will your bartender purchase their liquor? They will need the state and city license of the company that will be providing the alcohol. If purchasing from Costco in Sandy Springs. Space In Time can provide you with a copy of their information upon request.

**E.** Have more questions about the process? Contact Revenue Manager Christian Avila 770-206-1463.

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: \_\_\_\_\_

**13. 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.

**14. 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: \_\_\_\_\_

**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. 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.

**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

125 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:

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**18. Entry and Exit- Our Venue opens at 8AM and closes at 2AM.** Renter agrees that Space In Time 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 guest 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 guest are advised to wear a mask and gloves.

**F.** We actively encourage sick guest 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 is not liable if a guest becomes sick.

**20. Updates/ Additional Notes:**

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**Updated Amount Due \$\_\_\_\_\_ is due two weeks before the event. The**

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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](mailto: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.

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**Renter's Signature**

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**Owner's Signature**

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**Date**

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**Date**