

# Shans ShinDigz

Events, Venues, & more

870 Pio Nono Ave

## *RENTAL AGREEMENT*

This agreement is made between Shan Shandingz, Inc (Lessor) and \_\_\_\_\_ (Renter) for the event space located at 870 Pio Nono Ave. Macon, Georgia 31206 for events on the\_\_\_\_\_. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

<b>CONTACT NAME</b>	
<b>ADDRESS</b>	
<b>TELEPHONE</b>	
<b>E-MAIL</b>	
<b>EVENT NAME</b>	
<b>EVENT DATE</b>	
<b>NUMBER OF GUESTS</b>	
<b>EVENT START TIME</b>	
<b>EVENT END TIME</b>	

### **DEPOSITS and PAYMENT**

All fees must be paid by cash, debit/credit card or cashier's check. A 100.00 deposit is due at the execution of this Contract. The Deposit is non-refundable if your event is cancelled and not rescheduled. Your deposit will be applied to the balance of the rescheduled event. **The balance must be paid 30 days before your Event Date.** A Security Deposit of \$100.00 (Credit Card Authorization Form or check) must be submitted on the day of the event. It will be filed until the Facility Assessment is completed following your event and returned if no damage is incurred.

Events with unpaid balances may be cancelled.

Renter's Initials \_\_\_\_\_ Date \_\_\_\_\_

**CATERING** . The Renter is responsible for all food brought onto the premises and accepts full responsibility for any possible liability resulting thereof. All food must be prepared outside of the Facility and brought into the Facility ready to serve. No dishes may be prepared inside the Facility.

**ALCOHOL.** The Renter shall be permitted to bring alcoholic beverages into the facility for consumption by guestal. The Renter must provide security for all events in which alcohol will be served to guests. The Renter must comply with all State, County and local statutes and ordinances pertaining to serving guests under the age of 21 years of age. If providing your own security, the name and credentials of the security will need to be provided. Security can be provided by the Renter for an extra fee.

**DECORATIONS .**

- A. The Renter is responsible for communicating all rules and restrictions with their vendors and volunteers. Damage incurred by vendors and volunteers will be charged to the Renter.
- B. No decorations shall be used or posted outside of the building without the prior consent of the (Lessor). Shan ShinDigz reserves the right to remove at Renter's expense any such materials which are not approved in advance or which Renter may fail to remove prior to the load-out time as set forth above. Renter hereby releases Shan ShinDigz from all responsibility and liability of any damage to or destruction or theft of any decorations brought onto the Premises with or without Shan ShinDigz's consent at any time before, during, between or after all functions covered by this Agreement.
- C. Nothing can be taped, hung, nailed or adhered to **any surface of the facility** . Signage must be presented on free-standing easels. D. All candles must be enclosed in votive holders or hurricanes. No open flames are allowed.
- E. Renter is responsible for all disposal of trash from the premises.

**CONDUCT.** There is absolutely no drug use or smoking of any kind tolerated on the premises. Performances and remarks that include behavior that offends a group in regards to race, religion, sex or gender will result in immediate termination of the event. Further conduct deemed disorderly, at the discretion SHan ShinDigz, shall also be grounds for immediate removal from the premises and conclusion of the rental period. NO REFUNDS will be granted for events that are expelled or terminated prematurely.

**LIVE MUSIC. DJ. NOISE.** In the event that the Renter's event creates a disturbance due to high noise volume, Shan ShinDigz has full authority to ask Renter, DJ or live performer to reduce the volume. If repeated disturbances occur, the Renter may be expelled from the premises or the noise in question will be terminated. In the event of disturbances to the point of expulsion, NO REFUND will be granted.

Loud music must end at 10:00 PM during weeknight events (Sunday-Thurs day) and by midnight during weekend events (Friday and Saturday). These timeframes can be extended given the sound cannot be heard beyond the property's boundaries.

**COMPLIANCE WITH ALL LAWS.** The Renter shall assure that all parties conform and comply with all the laws of the State of Georgia and all ordinances of the city of Macon, all regulations of any public authority, and department or board, and rules and regulations of Shan ShinDigz for the management of the Premises.

**INDEMNITY .** Renter agrees to indemnify, defend and hold harmless Shan SHinDigz, including their representatives, from any and all liability, costs, damages and attorneys' fees resulting from or relating to any claims in any way connected with this event, except to the extent of any negligence or misconduct by Shan ShinDigz or its representatives. This indemnity, defense and hold harmless provision extends to any damages caused by the Renter or the Renter's guests or attendees in connection with this event.

**LOSS BY GUESTS .** Shan ShinDigz assumes no responsibility for damages or losses incurred by the Renter or Renter's guests or attendees at the event. Shan ShinDigz also assumes no responsibility for any food, beverages, floral arrangements, décor or items, either personal or professional, or any other items whatsoever brought by anyone to the event prior to, during, or after the event. Renter agrees to be solely responsible for all guests and attendees at the event and the acts of the guests and attendees. Renter agrees to pay for any and all damages arising out of the event, except to

the extent of any negligence or misconduct by Shan ShinDigz or its representatives.

**INTERVENTION OR TERMINATION OF EVENT.** Shan ShinDigz is unable to provide services under this Agreement for reasons outside of its control including but not limited to: termination of the event by the Renter; for any reason including bad weather conditions, acts of God; or government intervention. Renter will not be entitled to any refund of the consulting fees due under this Agreement.

**LIMITATIONS ON DAMAGES.** In any action or legal proceeding of any kind brought by Renter against Shan SHinDigz for any alleged negligence or any other form of misconduct on the part of Shan ShinDigz or its representatives in connection with a claim for any failure to provide consulting services or for providing consulting services in a manner unsatisfactory to the Renter under this Agreement, in no case shall Shan ShinDigz's liability exceed the amount paid by Renter under this Agreement.

This Agreement sets forth the entire Agreement between Lessor and Renter and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof.

Renter's Initials \_\_\_\_\_ Date \_\_\_\_\_