

TERMS & CONDITIONS

- Please sign and return this contract to the undersigned before:
_____ - If not received by that date, this agreement will be voided and will have no value.
- All final details including 1) Event schedules, 2) Meal choices (including general requirements) 3) AV equipment and 4) Floor plans must be made 10 days before your event during office hours (9 am to 5 pm).

Terms and Conditions

This venue rental agreement and time tenancy term is made upon the following conditions and covenants:

The Lessor covenants to keep the lessee in possession of said premises during said designated time frame as stated above, but shall not be liable for the early termination of the said event if an altercation, dilemma, and/or dispute may arise between the lessee's guests, security personnel, neighboring tenants, venue coordinator, staff and/or visitors upon the premises wherein security deems it necessary to order the immediate vacancy of the premises in an attempt to maintain order and peace. The lessee understands that in the event of such an occurrence, no portion of the deposit and/or monies expended for said event will be reimbursed to the lessee under those circumstances. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use of the purposes for which are let to the lessee for said term. The lessor or lessor's agent has made no representation or promise concerning said building or demised premises except as herein expressly set forth. The lessee has examined the leased premises and accepts the same in the physical condition in which the same now exists. The lessee is not permitted to assign or sublease said premises without the written consent of the lessor. If any such inappropriate assigning or subleasing is revealed, the lessor has the right to terminate said agreement and evict any such third parties from the premises, and decline to refund any portion of payment made to the lessor to secure the event.

MAINTENANCE AND REPAIRS

The lessee hereby agrees to be solely responsible in the event of any damage, destruction, and/or theft of the lessor's fixtures, plumbing, devices, chairs, and/or any property or breakage of glass during said term of tenancy. The lessee agrees to bear the cost to replace any and all lost keys and/or broken devices within said premises should said incident occur during the time of tenancy. Within the said term of the tenancy, the lessee is responsible for ensuring cleanliness, decency and order of all said visitors at the lessee's event.

DEPOSIT AND BALANCE

The aforementioned deposit for the venue tenancy is understood by the lessee to be non-refundable nor transferable. The lessee further understands that the balance of payment is due no later than 30 days before the event date. Without further notice from the lessor, the lessor reserves the right to cancel reservations if the balance is not paid by that time. The venue rental rates must be paid by cashier's check or money order, or credit/debit card. Personal checks will not be accepted less than 30 days before the event date. Further, the lessee understands there will be no refunds except where the lessor is responsible for the cancellation due to circumstances that include double booking. However, the lessor reserves the right to offer an alternative date to the lessee in the event of said double-booking at least 60 days before the event date sought by the lessee. All certified funds must be made payable to LaJoi, LLC, 2019 Avenue C Ensley Birmingham Alabama, 35218.

LIABILITY

The lessee hereby agrees to indemnify said lessor, their agents, representatives, and/or coordinators from any and all liability in the event of injury, death, and/or property damages sustained to any individual who is a visitor, guest, bystander, and/or attendee at said event. Further, said lessee agrees to hold harmless said lessor, their agents, representatives, and/or assigns from any and all liability associated with damage to any person or property while in attendance at said event. In such an occurrence, the lessee will indemnify the lessor.

FOOD AND BEVERAGES

No food or alcoholic beverages may be provided by the lessor. All food and beverages are the sole responsibility of the lessee. No alcohol may be sold in said premises during the event. If alcohol is served, the lessee assumes all responsibilities to any guest, invitee, visitor, and/or person who enters the premises during the said event. **The lessee further indemnifies and holds harmless the lessor, its agents, and/or representatives, from any and all losses, damages, injuries, or death to the guests and/or the host.**

Any event requiring staffing to move, relocate, or transfer chairs and/or tables the day of the event will be assessed a surcharge by the lessor at the time of booking to secure the services of said persons to assist in such transfer of such items on the day of the event. This is in addition to the basic rental rates and the additional charge will be assessed accordingly.

SECURITY

Birmingham Off-Duty Police Security is required when alcoholic beverages are served and for all ticketed events and must be arranged by the venue at the hourly rate of \$30. Security is also required for sorority/fraternity dances, and high school proms.

As the host of the event/organization, I guarantee the terms of this agreement and compliance herewith.

In entering into this agreement, I have read and fully understand the rules and regulations of the lessor and will abide by all rules and assume the financial responsibility for any damages, injury, or loss to any said persons mentioned herein. I verify that this information is correct and understand that the lessor has the right to cancel this reservation if a failure to comply with any rule is found based on the lessee, their guests, their host, and/or visitors who violate said terms and conditions during the event.

ARBITRATION CLAUSE

All claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in the state of Alabama or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis under the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in [insert industry or legal experience required for arbitrator] and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

In making this agreement, I have read and fully understand the rules and regulations of the lessor and will abide by all rules and assume the financial responsibility for any damages. I verify that this information is correct and understand that the lessor has the right to cancel this reservation if failure to comply with any rule is found or suspected.

I ACKNOWLEDGE THAT THE ABOVE ARRANGEMENTS AND TERMS MEET MY APPROVAL.

Owner/Chief Operating Officer

Joy Jackson