

Facility Event Space Rental Agreement

This contract for the rental of a venue is made this day, _____, by and between Brittany M. Thornton, 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 **2144 W. Van Buren** and known as **9Twenty-Eight** and whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$ _____ no later than _____ . Of this amount, \$ _____ is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. This fee will also include any additional fees added to the rental package, itemized on the page(s) attached.
2. The Renter shall have access to and use of the venue from _____ o'clock on _____ to _____ o'clock on _____, for the purpose of hosting the Renter's _____ event. Owner (or proxy on behalf of the Company) shall open venue to Renter no later than _____, and will also have itemized additions in place prior to the start of the event.
3. The full rental fee for the use of the venue described in (2) above shall be \$ _____. The balance of the rental fee due, less the non-refundable deposit described in (1) above, shall be payable to the Owner 3 business days prior to the event date.
4. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. _____ **please initial**
5. Upon Renter's completion of his/her obligations under (4) and (5) above, the Owner shall assess, if any, repair to damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent. **Fee will be assessed should any damages occur and card on file will be charged.** _____ **please initial**
6. In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of _____ % per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

7. **Insurance Liability:** Renters are free to purchase event insurance if desired. While this insurance is not required, 9TwentyEight does not assume responsibility for any incidents, or injuries that may occur on the premises. _____ **please initial**
8. 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 any of 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.
9. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

In witness of their understanding of an agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, date	Owner's Signature, date
Printed Name	Printed Name Brittany M. Thornton
Address	Address 2144 W. Van Buren
City, State, Zip Code	City, State, Zip Code Chicago, IL 60612

- RENTAL POLICIES AND PROCEDURES

All events held at 9Twenty-Eight must be conducted in an orderly manner and in full compliance with applicable laws, regulations and 9Twenty-Eight rules and policies.

Security Deposit: A security deposit as indicated in the Contract is required upon confirmation of the rental booking and is payable by Visa, MasterCard or Discover credit cards, cashier's check or money order only. The security deposit is non-refundable if the event is canceled or if the scheduled event date is changed.

Payment in Advance: The balance of the rental payment is due three (3) business days prior to event date or by the date indicated in the contract or the reservation will be forfeited. Payments are made payable to "9Twenty-Eight", and sent to the attention of Brittany M. Thornton.

Cancellation: The security deposit is non-refundable if the event is canceled or the date changed.

Caterer's Responsibilities: The caterer, procured by and acting as the agent for the Renter shall be responsible for setup and breakdown of all non-9Twenty-Eight equipment on the date of event. The caterer is also responsible for (1) set-up and break-down of rental equipment in prep area (which may only be used for staging and warming of prepared food, and not for actual food preparation): (2) maintaining event space including but not limited to. quickly cleaning up any food or drink spills during event. (3) The responsibility for returning the prep area to its original condition rests with the caterer.

The caterer shall not leave equipment, linen or cleaning to a later date nor shall any equipment, linens, flowers, food, or other items bought for the event be left for pick up on another day after the event and must be removed within 1 hours of end of event. The Renter will be responsible for the caterer's compliance and for returning all other spaces rented for the event to its original condition. 9Twenty-Eight is not responsible or liable for any loss, damage or disposal of, but not limited to, any above-mentioned items. The caterer must set-up within the timeframe the Renter has reserved and will not gain access prior to the time frame allotted unless the Renter has paid for additional usage beforehand.

The use of propane, butane or any type of gas canisters, cooking stoves, and cooking of any kind on-site is NOT permitted. The caterer must be onsite to accept any deliveries that the Renter has arranged, including but not limited to donated or privately purchased alcohol.

Liability: The Renter is liable for any damages to equipment and/or facilities of 9Twenty-Eight due to negligence of the Renter, its agents and/or guests. 9Twenty-Eight does not warrant the use or performance of any of its equipment.

Event Set-Up: All setup and breakdown will be included in the hours booked. There are no exceptions to this. If you need to arrange a time to drop off party supplies before the event, contact your event coordinator to do so. The Renter or Renter representative/vendor is responsible for setup and breakdown of all rented equipment. Any and all equipment, food, flowers, etc. must be removed from the building immediately following the event. 9Twenty-Eight is not responsible or liable for any equipment left at the facility, or its disposal, after the end of the event. 9Twenty-Eight agents will setup and break down all 9Twenty-Eight supplied or -owned equipment

The Renter must inform the 9Twenty-Eight of a recommended room set-up at least two weeks prior to the event date to make sure that the City of Chicago's building; fire and electrical codes are met. The Event Coordinator will determine the location of all equipment to meet required fire lanes/exit paths for the event and will revise the event setup, if necessary, to comply with these requirements with or without the Renter's approval.

Decorations: All party decorations will be contained to rental space. The common areas of the building and exterior are not available. Candles: Use of votive and/or enclosed candles is allowed but must be approved prior to your event by an event coordinator. The placement of candles on the floor is prohibited and all candle flames must be below the top of the container.

Storage: 9Twenty-Eight does not provide storage facilities prior to or after any event. Any items left in 9Twenty-Eight will be discarded.

Printed Material: 9Twenty-Eight must approve printed materials, and any information to be posted on the Internet related to an event prior to being printed or distributed by the Renter. Adequate time should be allowed for this approval process. 9Twenty-Eight at its discretion may request that the Renter revise or reprint any material it did not approve at the Renter's expense.

Staff: The Event Coordinator or a 9Twenty-Eight representative will work with the Renter for the floor plan prior to the event. The Renter is required to provide all necessary personnel as needed for its event.

Sale marketing of goods, gaming: 9Twenty-Eight does not allow any variety of gambling, gaming, bingo, casinos or wagering of any kind as an element of an event.

Smoking: No Smoking allowed in or outside of venue. No loitering outside the venue. 9Twenty-Eight strictly adheres to the City of Chicago's Clean Air Ordinance and is a smoke-free facility. Smoking is prohibited in all areas, corridors, and bathrooms and within 15 feet of the entrance. The Renter is responsible for informing guests of the No Smoking policy. Failure of the Renter, their guests, or caterer to enforce the no-smoking policy will result in forfeiture of the Renter's and/or caterer's security deposit.

Entertainment. Music: The Renter is solely responsible for ensuring that any entertainers, or disc jockey are aware of the end time and the limited electrical power available in the space rented for the event. All music being played shall stay at a reasonable noise level, to respect the privacy of our neighbors. The disc jockey must provide any necessary extension cords and cables, and all extension cords and cables must be taped down with non-residue tape to the satisfaction of the Event Coordinator. The use of duct tape is not permitted.

Alcohol: We allow licensed and bonded caterers and bartending service, but we do not allow the sale of alcohol. If Renter chooses to allow alcohol consumption in the facility, Renter is required to abide by all governmental rules and regulations governing that consumption, including, but not limited to, the checking of identification of all those consuming in order to ascertain the legal status of said consumption. Underage drinking is strictly prohibited. Renter agrees to indemnify and hold us harmless from all of Renter's violations of governmental rules and regulations by Renter. Drinking games are strictly prohibited.

Bars: Cash bars, the sale of drink tickets, and self-service bars are strictly prohibited.

Please initial: _____

Admittance Fee: The Renter is not permitted to charge admission for any events at the door, no exceptions.

Please initial: _____

Event Hours: Our facility will close at 1am sharp (including breakdown), please adjust event time accordingly. All events must end by 12:00 a.m. with no exceptions.

Please initial: _____

Cleanup: All events must return the space in the same manner it was rented. All trash, food, and belongings must be removed. Trash must be placed in receptacles or in the dumpster located in the rear.

Please initial: _____

Future Usage: I understand that my failure to adhere to the policies could result in refusal of future usage of any space at 9Twenty-Eight.

Please initial: _____

I hereby acknowledge that I have read and agree to follow the Policies and Procedures of 9Twenty-Eight and that 9Twenty-Eight reserves the right to stop any event should any of the above rules be violated and no refund will be issued.

Renter: _____

Secondary Renter:

Owner: