

**NINETY-FOUR INVESTMENTS
THE MARKET PERMISSIVE USE AGREEMENT**

User's Name _____ Phone number _____

Address _____

Email Address _____

Secondary Contact Person _____ Phone Number _____

Rental Dates _____ Type of Event _____

Date of Event _____ Time of Event _____

HOURS OF PROPERTY USE: Sunday-Thursday 9:00 AM - 6:00 PM, Friday - Saturday 9:00 AM - 10:00 PM (Rental rates given are for the hours listed). Hours include set-up and clean-up. Ninety-Four Investments must approve any additional hours.

Alcohol is not permitted on the premises of The Market _____ Initial

VEHICLES OF ANY KIND ARE NOT ALLOWED INSIDE THE MARKET!

The Market Rental rates: (Tables and chairs are included in rental*)

Monday-Thursday \$150.00 (Daily) Days _____ Total \$ _____

Friday - Sunday \$250.00 (Daily) Days _____ Total \$ _____

Weekend rate \$675.00 (9:00 AM Fri - 2:00 PM Sun, cleaning fee included) Total \$ _____

Hourly \$75.00 per hr (2 hr minimum. Cannot be rented hourly more than 30 days in advance) Total \$ _____

Cleaning fee for events over 50 people \$75.00 Total \$ _____

(Renter responsible for cleanup for events under 50 people)

Required deposit paid at booking (25% of total rental cost) Deposit Paid \$ _____

Balance to be paid 30 days before the event. Date due _____ \$ _____

Damage Deposit for events over 50 people \$250 (see User Rules):

Date Due _____ \$ _____

Payment can be made in cash, check or electronically through Paypal at bookings@94invest.com

By submitting payment, the renter agrees to the terms of this agreement and user rules.

Notes: Discount given due to no kitchen at the time of rental contract. Renter is aware there is not a kitchen. We hope to have the kitchen installed by rental date but cannot be guaranteed.

_____ Initial

Subject to the USER'S compliance and agreement with the terms and conditions outlined below, including the attached Use Rules, Ninety Four Investments hereby gives the undersigned USER permission to access and use the property on the date and for the event shown above.

The Use Fee reserves the use of the property for the hours shown on the previous page, which includes preparation and set-up time, event time, and clean up. Event time requirements will be reviewed at the time of final payment. A request by the caterer or florist to enter the premises prior to the reserved time (if the time is available) for the event will be honored if the USER agrees to pay for the additional hour(s).

Tables and chairs located on the property are included in all rentals. The User is responsible for all damage to the tables and chairs except for fair wear and tear." **All tables and chairs must be returned to their pre-event location.**

In order to reserve an event date, a minimum payment of twenty five percent (25%) of total use fee must be paid at the time **THIS AGREEMENT IS SIGNED**. Balance is due 30 days prior to the event. If the event is canceled, the amount of the refund will be determined as follows: cancellation more than ninety 90 days prior to the event date, one hundred percent (100%) of reservation and use fees previously paid will be refunded; cancellation less than 90 days prior to event all fees previously paid will be forfeited.

THE TOTAL USE FEE AND DAMAGE DEPOSIT MUST BE PAID IN FULL AND RECEIVED BY NINETY FOUR INVESTMENTS 30 days prior to the Event date). If the balance of the Use Fee and damage deposit is not received by the payment date specified above, NINETY FOUR INVESTMENTS will immediately release the reserved premises for use on the reserved date by another party and the penalty stated above will be assessed and retained by Ninety Four Investments..

All received Damage Deposit(s) will be held by the Ninety Four Investments and returned to the USER, IF NO DAMAGE OCCURS (INCLUDING FOLLOWING ALL RULES). NINETY FOUR INVESTMENTS WILL INSPECT THE PROPERTY IMMEDIATELY FOLLOWING AN EVENT TO DETERMINE THE AMOUNT OF DAMAGE. THE DAMAGE DEPOSIT (\$500 FOR SPRINGDALE, \$250 FOR THE MARKET) WILL BE RETURNED, IN FULL, TO THE USER WITHIN TEN (10) DAYS OF THE EVENT DATE, IF NO DAMAGE IS DETERMINED.

The attached use rules are a part of this agreement and the user, all guests at the event and vendors associated with the event must comply with the use rules. The user will be responsible for the conduct and actions of the guests, caterer, photographer, florist, musicians, and anyone attending the Event. THIS AGREEMENT AND USE RULES HAVE BEEN READ CAREFULLY AND IT IS UNDERSTOOD THAT THE USER WILL COMPLY WITH ALL RULES. The undersigned acknowledges receipt of a copy of the use rules.

The parties understand and agree with the terms of the contract listed above and agree to abide by said terms for the reservation of the property. Hereto they sign and acknowledge:

I, _____ **(print name)**, hereby sign, recognizing that I understand the guidelines and agree to such terms and conditions.

User Signature **Date**

Ninety Four Investments Representative Signature Date

PROPERTY USE RULES

PLEASE READ CAREFULLY.

These Rules Apply To Springdale or The Market Use During Any Event.

1. Ninety Four Investments reserves the right to have a representative on site at any time during any event. THE ONSITE REPRESENTATIVE HAS THE AUTHORITY TO ENFORCE ALL USE RULES. In the event the RULES are disregarded, or other conduct is deemed harmful to the property, the representative may immediately terminate this Agreement and the USER and guests must promptly vacate the premises. Renter must be 21 years of age or older.

(initial)

2. Unless otherwise agreed to and required additional fees are paid in advance, events will not start **before 9:00 A.M.** or last **beyond 11:00 PM Friday and Saturday only, Sunday - Thursday 6:00 PM.** ALL NOISE/MUSIC SHOULD DISCONTINUE, CLEAN UP SHOULD BE COMPLETE AND PREMISES SHOULD BE VACATED BY **11:00PM (Friday and Saturday only).**

(initial)

OVERNIGHT stays are not allowed under any circumstances.

3. Excessively loud music or noise, as determined by Ninety Four Investments representative, will not be allowed on the property.

4. DECORATIONS FOR AN EVENT MAY NOT BE STAPLED, TAPED, WIRED, OR OTHERWISE ATTACHED TO ANY INTERIOR WALLS, CEILINGS, LIGHTING FIXTURES, FURNITURE, FURNISHINGS, OR STAIRCASE BANISTER OR RAIL. Ribbon, string, or pipe cleaners may be used to attach floral decoration(s) to the staircase.

5. ALL TABLES USED FOR AN EVENT MUST BE COVERED WITH TABLECLOTHS. ICE CONTAINERS OR HOT CONTAINERS SHOULD NEVER BE PLACED DIRECTLY ON THE TABLES, FURNITURE, OR FLOORS. INSULATING PADS AND TRIVETS NEED TO BE PLACED UNDER HOT AND COLD CONTAINERS.

6. FURNITURE AND FURNISHINGS, INCLUDING CHAIRS, VASES, AND OTHER ITEMS, ARE NOT TO BE MOVED OR REARRANGED EXCEPT BY NINETY FOUR INVESTMENTS REPRESENTATIVE. USER may bring items to be placed in locations by a representative with prior approval.

7. The furniture and furnishings are valuable. These items can be easily damaged and quite costly to repair or replace. THE USER agrees to pay for the entire cost of repairing or replacing any damage or breakage to furniture or furnishings which results from moving or rearranging such items by anyone other than the representative, and USER acknowledges that repair or replacement costs may exceed the Damage Deposit.

8. Additional furnishings may be brought into the Main House ONLY WITH PRIOR APPROVALS. Please advise the representative of any large or heavy items. DO NOT STACK TABLES OR CHAIRS OR PLACE ANY ITEMS ON DOORS OR RAILS OR AGAINST WALLS, DOOR CASINGS, OR FURNITURE. ***PLEASE DO NOT PLACE ANYTHING ON THE PIANO.** **(initial)**

9. THE USE OF TOBACCO, USE OR POSSESSION OF WEAPONS, FIREARMS OF ANY KIND OR ILLEGAL DRUGS ARE PROHIBITED ON THE PREMISES.

10. Uniformed police security personnel will be required if the Ninety Four Investments deems security personnel is appropriate or needed. When alcohol is served a uniformed police officer(s) will be scheduled by Ninety Four Investments for the length of time guests are expected to be at the event. The USER will pay for the cost of event security in cash.

 (initial)

11. Restrictions:

ALL real candles must be enclosed in glass.

ONLY BIRDSEED, SOAP BUBBLES, REAL ROSE PETALS, LAVENDER, OR BUTTERFLIES MAY BE USED AT WEDDING RECEPTIONS, BUT THEY MUST NOT be distributed OR USED INSIDE THE PROPERTY. THE USE OF RICE, FIREWORKS, SPARKLERS, SILLY STRING, CONFETTI (PAPER OR PLASTIC), "SNOW", "WEDDING RICE", OR OTHER SIMILAR ITEMS IS PROHIBITED.

12. Animals are not permitted in the building or on the grounds other than service animals accompanying persons with disabilities.

13. ABSOLUTELY NO VEHICULAR TRAFFIC IS ALLOWED ON THE LAWN. DELIVERIES MUST BE MADE DURING NORMAL BUSINESS HOURS (8:00 A.M. TO 5:00 P.M. Mon-Fri) OR DURING A RESERVED TIME (APPROVED BY REPRESENTATIVE). DELIVERY VEHICLES MUST ENTER ONTO THE PROPERTY FROM THE EAST THREE NOTCH STREET PARKING LOT ENTRANCE AND USE ONLY THE PAVED DRIVEWAY(S) FOR DELIVERIES.

14. TEMPORARY PARKING AT SPRINGDALE WILL BE ALLOWED FOR LOADING AND UNLOADING ONLY. ALL GUESTS/USERS ARE TO PARK IN THE LOT BETWEEN SPRINGDALE AND CITY HALL (30 SPACES) BEHIND CITY HALL (80 SPACES) AND ON SIXTH AVE (30 SPACES).

15. The USER is solely and fully responsible for the actions of and for any damage or breakage caused by the caterer, photographer, florist, musicians, and any other persons, including guests, who come on the premises. Ninety Four Investments is not responsible for personal injuries to the USER, the USER'S guests, caterer's personnel, or others that may occur in conjunction with the uses of the property. Ninety Four Investments is not responsible for any loss or damage to personal property that the USER, USER'S guests, caterer, or others bring into any BUILDING, or onto the GROUNDS.

16. Users should verify that any vendor used for an event should have or obtain a current business license with the City of Andalusia. The Business License department is at 505 East Three Notch Street, 2nd Floor, Suite 230. For any questions or concerns, please call (334) 222-3312.

17. AT THE CONCLUSION OF THE EVENT, THE USER WILL BE RESPONSIBLE FOR RESTORING THE PROPERTY TO ITS PRE-EVENT CONDITION (this includes stacking chairs and tables neatly in their original location). A DAMAGE DEPOSIT IS COLLECTED AS PART OF THE PERMISSIVE USE AGREEMENT TO ENSURE THE VENDORS HIRED BY THE USER, GUESTS, INVITED BY THE USER, AND THE USER LEAVE THE PREMISES IN GOOD CONDITION AFTER THE EVENT. If any repair or replacement cost for furnishing exceeds the deposit, the USER will be expected to pay the additional cost. If the premises are not in good condition and require extra cleaning or any repairs

or items need to be replaced because of damage or breaking arising from or occurring during the event, the USER will be held responsible for the costs of such cleaning, repair, or replacement costs. The USER agrees to pay any extra cleaning, repair, or replacement costs within five (5) days after a written request for payment has been made by Ninety Four Investments.

 (initial)

18. All trash and garbage generated by the USER must be placed in double-lined trash bags and in receptacles in designated collection areas.

19. The USER agrees to indemnify and hold harmless Ninety Four Investments, officers, employees and representatives from any and all claims made by or on behalf of any person, firm, corporation, or governmental entity, arising from, or in connection with the use, possession, conduct, or entrance upon the SPRINGDALE MAIN HOUSE and SPRINGDALE premises, The Farmers Market building or premises, from any activities or events done in or about the same, including, without limitation, from any and all costs, counsel fees, expense, and liabilities incurred in connection with any such claim and any action or proceeding brought thereon.

20. Alcohol can be served at an event at Springdale **BUT CANNOT BE SOLD**. Alcohol is **NOT ALLOWED** on the property of The Farmers Market at this time. When serving alcohol, the USER agrees to comply with all local ordinances and state laws applicable to the serving of alcoholic beverages and shall be responsible for obtaining all necessary permits and licenses and for checking and confirming the legal age of any guest who consumes any kind of alcohol.

 (initial)

Ninety Four Investments reserves the right to ask the entire party to leave if minors are being served or consuming alcohol or if guests are behaving dangerously or destructively. User and the vendor shall indemnify and hold harmless Ninety Four Investments from all liability for improper use of alcohol. Users and vendors assume full regard to liquor service and consumption under the venue contract and ABC licensing.

21. When the USER rents the property for the benefit of an institution or organization or in the name of any institution or organization, the Ninety Four Investments requires full compliance with the policies of the institution or organization represented regarding social behavior and use of alcohol in addition to compliance with all USE RULES.

22. All users should have a backup plan in case of rain or inclement weather. In the event of a disaster, impossible weather conditions, etc., we will notify you as soon as we determine it is unsafe or impossible to have your event. We will work with you to reschedule your event or refund your venue fee.

23. The use of the property shall be restricted to purposes, which offer community benefits and family events. Community events shall include concerts, banquets, arts & craft shows, business meetings, seminars and others deemed appropriate by Ninety Four Investments. Family events shall include weddings, birthdays, anniversary celebrations, showers, reunions, and others deemed appropriate by Ninety Four Investments.

Ninety Four Investments reserves the right to refuse rental of any property to any person, group or organization deemed inappropriate.

24. If it is necessary for Ninety Four Investments to employ the services of an attorney to enforce any of the terms and conditions of this agreement, whether or not a lawsuit is filed, the USER agrees to pay all costs associated with enforcing this Agreement, including reasonable attorney's fees.

25. Event or Wedding Liability insurance may be required for events serving alcohol. Ninety Four Investments reserves the right to require additional insurance for events deemed necessary. A certificate of coverage is due 30 days prior to the event. Ninety Four Investments should be listed as an "additional insured". _____ (initial)

RETURN OF THE DAMAGE DEPOSIT TO THE USER IS DEPENDENT UPON THESE CONDITIONS:

A. The user and/or the event coordinator leave the building in pre-event condition. B. No furniture, furnishings, or other property is broken, damaged, lost, or stolen.

The parties have agreed and understood the terms of the contract listed above and agree to abide by said terms for the reservation of the property. Hereto they sign and acknowledge:

Property (Initial): Springdale _____ The Farmers Market _____

I, _____ (print name), hereby sign recognizing that I understand and will comply with the guidelines set before me.

_____ User Signature _____ Date

_____ Ninety Four Investments Representative Signature _____ Date