

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 anytime 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. _____ (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 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.

***PLEASE DO NOT PLACE ANYTHING ON PIANO.** _____ (initial)

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.

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 are appropriate or needed.

When alcohol is served. 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 Candles must be enclosed in glass.

ONLY BIRDSEED, SOAP BUBBLES, 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 which may occur in conjunction with the uses of the property. Ninety Four Investments is not responsible for any loss or damage to personnel property which the USER, USER'S guests, caterer, or others bring into any BUILDING, or onto the GROUNDS.

User 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 located at 505 East Three Notch Street, 2nd Floor Suite 230. For any questions or concerns please call (334) 222-3312.

16. 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 its original location). A DAMAGE DEPOSIT IS COLLECTED AS PART OF THE PERMISSIVE USE AGREEMENT TO INSURE 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 left 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)

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

18. 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.

19. 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 in a dangerous or destructive manner. 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 regards to liquor service and consumption under the venue contract and ABC licensing.

20. 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.

21. 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.

22. The use of the property shall be restricted to purposes, which offer community benefit and family events. Community events shall include concerts, banquets, arts & craft shows, business meetings, seminars and other deemed appropriate by Ninety Four Investments. Family events shall include weddings, birthday celebrations, 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 organizations deemed inappropriate.

23. 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.

24. Event or Wedding Liability insurance may be required for events serving alcohol. Ninety Four Investments reserves the right to require additional insurance for events as it deems necessary. A certificate of coverage is 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 DEPENDANT 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