

EMPERIA 110, LLC RENTAL AGREEMENT

This Rental Agreement is made by and between Empeiria 110, LLC and the "Renter," hereinafter defined on the signature page of this Agreement. Empeiria 110, LLC reserves the right to terminate use of the facility and grounds to any organization or individual that violates the following policies in this Rental Agreement. By submitting payment to Empeiria 110, LLC, you are accepting to follow all regulations in the Rental Agreement.

Capacity and Facility

Empeiria 110, LLC facility will accommodate up to 300 persons. The Renter agrees not to exceed 300 persons. The mechanical rooms and storage rooms will be off limits. The Renter, contractors, including photographer and wedding planner, invitees, will have the right to use the facility, garden area and patio areas of Empeiria 110, LLC property.

The back patio will be available for 2020 events. The pavilion will be available in spring 2021.

The Renter may have access to the facility from 9:00 AM to midnight on the event date. A rehearsal time may be an option for one hour and thirty minutes on the Thursday prior to the event date for an additional \$250.00. The renter will need to contact Empeiria 110, LLC for availabilities.

Booking and Deposit

The following will be required to book and hold a date:

1. 50% down payment of rental fee plus \$500.00 damage/security deposit (This will be refundable with no damage or extra clean up to the facility or grounds after the event.)
2. The signed rental agreement must be received within 10 days of online booking.

Half of the rental deposit will be refunded and the date will be reopened if the signed rental agreement was not received within the 10 days of online booking.

The remainder of the rental fee is due 90 days prior to the event date. If the remaining rental fee is not received within 90 days of the event, 100% of the deposit and damage/security deposit will be forfeited, and the date will no longer be reserved.

Cancellation Policy

The renter may cancel the scheduled event in writing or by email up to 180 days prior to the event date and forfeit 50% of rental fee deposit and 100% of the security deposit. Cancellations less than 180 days will forfeit 100% of the rental fee paid and 100% of the security deposit. All refunds will be processed within 30 days. Event reservations may not be transferred to another renter/party. Any requests to change the event date once the deposit has been made will be at the sole discretion of Empeiria 110, LLC.

Damage/Security Deposit

The renter must provide a \$500.00 damage/security deposit along with the deposit when booking online. The damage/security deposit may be refundable after the event as long as there is no damage done to the facility and grounds. The renter will be liable for any damages to the premises and property that is caused by the renter, their guests, or by persons or companies that are hired by the renter. Renters must leave the property in clean and in good condition with all garbage, bottles, decorations, cigarette butts (from outside designated smoking area) in the trash bins. Empeiria 110, LLC will be responsible for trash disposal. All renters must comply with all the provisions and limitations specified in the Rental Agreement. If the renter does not comply, all or a portion of the

damage/security deposit will be withheld. The renter must delegate a person to sign in and out with an Empeiria 110 staff member and stay after the event until the facility is clean. A member of Empeiria 110's staff and the delegated person will inspect the facility and grounds. The delegated person and Empeiria 110's staff member must both sign a release form after inspection. The damage/security deposit will be refunded within 14 days.

Unforeseen Events

The Renter agrees that Empeiria 110, LLC and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention delay, or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, fire, weather conditions, power outages, county, state, or federal authorities, or any other emergency beyond Empeiria 110, LLC's control. If Empeiria 110 cannot fulfill this Rental Agreement due to an unforeseen event, the Renter shall be reimbursed the amount paid within 14 days. The return of the amounts paid shall be the Renter's sole and exclusively remedy for the termination of this Rental Agreement, and the renter hereby waives any claims for damages or compensation arising from or related to the termination of the Rental Agreement as mentioned.

For the safety of Empeiria 110, LLC's guests, should hazardous weather occur, such as a tornado, severe thunderstorm, lightning strikes, etc., Empeiria 110, LLC staff reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require DJ's, bands, and musicians to adjust volumes or terminate music until hazardous weather is deemed no longer a threat.

Catering

The renter will be responsible for finding a caterer that meets Empeiria 110 LLC's requirements. Empeiria 110, LLC reserves the right of final approval of all outside caterers and any other vendors selected for the event. Empeiria 110, LLC will provide the renter with a list of caterers providing several food options. All caterers must be licensed, provide proof of insurance, and sign a contract with Empeiria 110, LLC at least 90 days prior to the event. All caterers must meet with the event manager to familiarize themselves with the facility's rules. If the renter chooses to have family members or friends make and serve the food, there must be a delegated person who signs a contract with Empeiria 110, LLC within 90 days prior to the event and meet with the event manager to learn the rules of the facility. Empeiria 110, LLC is not responsible for any health codes on food prep, plating, serving, and clean up.

Empeiria 110, LLC's catering room is a production space and is to be used only for final food preparation, plating, and bussing. Empeiria 110, LLC does not provide dishes, glassware, pots, pans, knives, utensils, etc. The catering room space will be provided in a clean condition and the space should be returned to a clean condition immediately following the event. The caterer is expected to sanitize all food preparation surfaces before they come in to contact with food products. Proper hygiene is required at all times. All food must remain covered at all times prior to plating, bussing, or buffet serving. A walk through of our catering area with a member of our staff is mandatory at least 14 days prior to the event and at the close of the event. All trash including sorted recyclables and properly sorted compostables must be collected and properly bagged. Failure to properly clean the catering area may result in additional costs to the Renter. All trash must be disposed of in the designated areas at the conclusion of the event.

Alcohol

Empeiria 110, LLC will acquire a 3-way alcohol permit by May 2020. All alcohol must be provided by Empeiria 110, LLC and be served by licensed bartenders. Under no circumstance shall alcohol be self serving. Alcohol will not be served to any person under the age of 21. A valid ID must be shown before being served alcohol. No straight alcohol "shots" are permitted to be served at any rental event. The maximum length of bar service for any event is 4 hours with all bar services ceasing 30

minutes prior to the scheduled conclusion of an event. No alcohol can be taken to the parking areas. Under no circumstance shall alcohol be brought into Empeiria 110, LLC facility or grounds by the renter or their invitees. Security Guard(s) will be required during the time alcohol is being served until 30 minutes after the guests' departure. The cost of the bartenders and security guard(s) will be included in the Bar Packages. If the renter chooses a cash bar option, the renter agrees to pay the bartenders and security guard(s) a per hour rate. Renter will be required to sign an Alcohol Addendum at time of selecting Bar Packages.

Security

Empeiria 110, LLC does not accept any responsibility for damage to or loss of vehicles or any articles or property left Empeiria 110, LLC prior to, during, or after the event. The Renter agrees to be responsible for any damage done to Empeiria 110, LLC by the Renter, Guests, Invitees, Photographers, DJ's, or other agents under the Renter's control or direction. At all events, Empeiria 110, LLC will appoint a member to be in charge of the event, open and close buildings, and be available during the event.

The Renter agrees that Empeiria 110, LLC staff and security may enter and exit the premises during the course of the event. A representative of Empeiria 110, LLC will be on site during the entire event and will be checking periodically with the responsible parties to ensure everything is running smoothly. The staff member will also be checking restrooms, the overall premises, replenishing hand towels, toilet paper, etc., and will be available for questions or to respond to your needs or any issues that may arise at any time during your event.

Indemnity

The renter agrees to indemnify, defend, and hold harmless Empeiria 110, LLC, its landlord, building owners, officers, employees, and agents from liabilities, costs, penalties, or expenses arising out to and/or resulting from rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing by the Renter, its employees and agents of alcoholic beverages at Empeiria 110, LLC. The Renter also agrees to indemnify and hold harmless Empeiria 110, LLC, its landlord, officers, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation property or chattels, on or about Empeiria 110, LLC or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person the premises of Empeiria 110, LLC by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury, or damage to property arising from any act of the Renter's guests, whether intentional or negligent, which occur during use. The Renter agrees to pay all costs and attorney fees incurred by Empeiria 110, LLC, its landlord, owners and representatives in defending any such claim or action brought against Empeiria 110, LLC, its landlord, owner, and/or its representatives. The Renter agrees not to exceed Three Hundred (300) people at Empeiria 110, LLC and shall indemnify, defend, and hold harmless Empeiria 110, LLC, its officers, its landlord, building owners, employees, and agents if the capacity is exceeded.

Magic Mirror Photo Booth

The Magic Mirror Photo Booth will be available for rent during your event up to 5 hours. The cost of the rental will be \$500.00 payable 14 days prior to the event date to ensure necessary materials for the size of event. Upon rental of the Magic Mirror Photo Booth, the Renter accepts responsibility of any damage done to the mirror booth from unruly guests. Children under 14 are required to have adult supervision when using the Magic Mirror.

Rules and Regulations

- Access to the venue begins at 9:00 AM and no later than midnight on the day of the event.
- Events must end at 11:00 PM and clean up as well as all guests must exit by midnight. Tables and grounds must be cleaned of garbage immediately following each event. Garbage bags will be provided. There is no disposal fee. Empeiria 110, LLC will dispose all bagged garbage.
- No pets allowed unless certified service pet. No ESA (Emotional Support Animals) allowed.
- No fake flowers and/or other non biodegradable materials may be spread on the grass or outside patio areas.
- No Permanent features of Empeiria 110, LLC may be changed by the renters. No decorations will be supported by nails, tacks, or screws on the walls or woodwork.
- No pyrotechnics, fireworks, glitter, confetti, smoke or bubble machines are permitted
- No intoxication or other signs of impairment related to alcohol consumption
- No use of illegal drugs or other illicit substances.
- No physical violence of any kind
- No obscene or indecent clothing
- No use or possession of weapons of any kind
- No smoking permitted in or near Empeiria 110 facility. Smoking is designated areas only and use bucket receptacles provided. A portion of the Damage/Security Deposit will be withheld if Empeiria 110 staff has to clean up cigarette butts following the event.
- No open flames are permitted in the Empeiria 110 facility. This includes candles or propane. Fire extinguishers are provided in the venue. All vendors and caterers are required to be knowledgeable in the use and location of the fire extinguishers in Empeiria 110, LLC.
- The Renter shall be liable for all damage to the building and equipment as mentioned in Damage/Security Deposit paragraph. The Renter agrees to indemnify and hold Empeiria 110, LLC, it's landlord, or staff harmless from any claims and suits arising out of injury or death to any person or damage to property resulting from the use of the facility, including the providing of alcohol to the Renter's guests.
- The Renter shall assume full responsibility for the character, acts, and conduct of all persons admitted to the Empeiria 110, LLC's grounds during the term of the Rental Agreement. If a violation occurs and is not immediately corrected, Empeiria 110, LLC and/ or LA3 Enterprise will terminate the event and no refund will be provided.
- Children under the age of 13 must be supervised at all times. The house and eco pond are off limits to Renters, Contractors of Renters, and Guests.
- The Empeiria 110, LLC facility and grounds shall not be used for any unlawful activity or any activity which may be disruptive, divisive, or demeaning to the community.
- Empeiria 110 and LA3 Enterprise reserves the right to refuse rental of the facility and grounds to any person, group, or organization that has in the past, violated or has shown a disregard for persons or property or who in the opinion of the Empeiria 110, LLC's staff did not conduct themselves in a peaceable and appropriate manner.



EMPEIRIA 110, LLC EVENT AND VENUE RENTAL AGREEMENT

This contract defines the terms and conditions under which Empeiria 110, LLC and (print name) _____ (hereinafter referred to as the "Renter") agree to the Renter's use of Empeiria 110, LLC's facilities and grounds on _____ (event date). This contract constitutes the entire agreement between the parties and become binding upon signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Empeiria 110, LLC and the Renter. This contract shall be considered void if not signed and returned within 10 days of online booking and deposit. (The \$500.00 refundable damage/security deposit must accompany the signed contract.)

EVENT AND RENTER INFORMATION

Type of Event: _____
Date of Event: _____
Event Start Time: _____ Event Ending Time: _____
Event Planner/Contact Person _____
Phone: _____
Estimated Number of Guests: _____
Estimated Number of Vehicles (for Parking Management Team): _____
Alcohol Served Yes _____ No _____ Unsure _____
Magic Mirror Photo Booth Rental (\$500.00) Yes _____ No _____ Unsure _____
(Payable 14 days prior to the event to ensure materials for the size of party.)

Fill in the following for weddings only:

BRIDE'S INFORMATION

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Code: _____
Phone: _____ Cell: _____
Email: _____

GROOM'S INFORMATION

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Code: _____
Phone: _____ Cell: _____
Email: _____

CATERER'S INFORMATION or DESIGNATED PERSON (if family/friends are prepping and serving)

Name: _____

Phone: _____

The Renter is responsible for the Caterer or the Designated Person to sign a catering contract 60 days prior to the event. The Caterer or Designated Person must also meet with an Empeiria 110, LLC staff member at least 14 days prior to the event Please note that the Designated Person must stay after the event to ensure all clean up in the catering areas meet Empeiria 110, LLC's requirements as described in the Caterer's Paragraph.

DELEGATED PERSON

Name: _____

Phone: _____

The Renter is responsible in letting the Delegated Person be aware that he/she must sign in and sign out with an Empeiria 110 staff member and stay after the event as the responsible person to ensure that all clean up meets Empeiria 110, LLC's requirements as described in the Rental Agreement. The Delegated Person will inspect the facility and grounds with an Empeiria 110, LLC staff member after clean up. The damage/security deposit will be refunded if all requirements are met.

By signing below, the Renter agrees that the **entire Rental Agreement has been read and understood**. Renter accepts responsibilities as outlined in the Rental Agreement. On the line, please initial the Rental Agreement pages that have been read and understood:

Page 1 _____ Page 2 _____ Page 3: _____ Page 4: _____

Renters – Printed name(s) of person(s) responsible for payment of fees and deposits

Signature

Date

Signature

Date

Empeiria 110, LLC – Printed name of representative

Signature

Date

Please send the completed and signed contract pages 5 and 6 back to Empeiria 110, LLC within 10 days of your online booking and deposit.

Send contract to: Empeiria 110, LLC
 5757 St Rd 110
 Rochester, IN 46975

Address for invitations: Empeiria 110, LLC
 5729 St Rd 110
 Rochester, IN 46975