

VENUE RENTAL AGREEMENT

This Venue Rental Agreement ("Agreement"), is entered into on _____, by and between The King Barn, of 6461 Usborne Rd, Freeport, Michigan 49325 ("Lessor") and _____, of _____, _____, _____ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use The King Barn ("Facility") for the _____ ("Event") to be held on _____ at _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at 8:00 AM on the date of the Event and will end at 11:00 PM.

NO SMOKING IN OR AROUND THE EVENT BARN

Use of candles or any flammable objects are prohibited in or around the event barn. Evidence found of smoking or use of flammable objects will cancel refund of deposit.

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of _____, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$1,000.00 with Lessor upon the execution of this Agreement to secure selected event date. 50% of the rental fee will be due at the signing of this agreement with the balance due 60 days prior to the event.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to 180 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. Lessor will refund the total deposit and the portion of Rental Fee paid to the Lessee. If Lessee shall elect to so cancel this agreement between 179 and 61 days prior to the Event Date, Lessee will be charged 50% of the Deposit and 50% of the portion of the Rental Fee paid plus any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 60 days prior to Event Date, Lessee will be charged 100% of the Deposit and 100% of the portion of the Rental Fee paid plus any expenses incurred by Lessor.

OTHER INFORMATION

The Facility is capable of handling rectangle tables, chairs and linens for up to 150 guests. If round tables are used, seating for up to 120 guests can be accommodated. All tables, chairs and linens are to be rented by the Lessee. Set up is also the Lessee's responsibility.

Portable restrooms or deluxe restrooms are required for the event and are to be rented at Lessee's expense.

If alcohol is desired, a fully licensed bartender must be hired at Lessee's expense. Any alcohol is to be provided by the Lessee. An additional event insurance waiver, provided by the Lessee, is required to cover any incidents related to alcohol consumption on the premises.

A \$1,000 damage deposit will be provided by the Lessee and will be returned by the Lessor if no damage is found from the use of the Lessee within two weeks after the event has occurred. Evidence found of smoking or use of flammable objects will cancel refund of deposit,

Lessee is responsible for cleanup of the grounds after the event. This includes, but is not limited to, picking up all trash in and around the barn, emptying the trash receptacles and removal of all trash from the premises. The \$1,000 damage deposit will be withheld if Lessor is left with the cleanup.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Michigan.

SIGNATORIES

This Agreement shall be signed by Daryl Cappon on behalf of The King Barn and by _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

The King Barn

By_____ Date_____

Daryl Cappon

LESSEE

By_____ Date_____

PAY DEPOSIT/PAYMENT HERE

Pay Now