



JR FACILITY MANAGEMENT, LLC
EVENT CONTRACT

Thanks for selecting JR Facility Management, LLC for your special event needs. This Event Contract (the "Agreement"), made by and between JR Facility Management, LLC, a Tennessee limited liability company (the "Lessor") and _____ (the "Lessee"), which principal address is _____ (collectively the "Parties"). Lessee desires to rent/lease from and Lessor desires to and does hereby agree to rent/lease to Lessee on a limited and temporary basis, pursuant to the terms and conditions as set forth herein, certain event space (the "Premises") to conduct, hold, present and/or host an event, and to contract for certain ancillary and additional services and accommodations related to such event.

Now therefore, for and in consideration of the mutual promises, covenants and undertakings contained herein, the Parties have agreed, and by their presence do hereby agree, as follows:

1. **Effective Date.** This Agreement is entered into and shall be effective as of this ____ day of _____, 201__ (the "Effective Date").
2. **Event.** The event (the "Event") as contemplated by this Agreement consists of Lessee's use of and access to the designated Premises for a period of _____ (____) consecutive hours on the day of the planned Event (the "Event Date") for purposes of the Event Type as described in Section 3 herein below.
3. **Event Type.** Lessee intends to hold, host, conduct and/or present a _____ (e.g. wedding, birthday, anniversary, concert, etc. event) (the "Event Type").
4. **Event Venue.** Lessee selects and desires to host, hold, conduct and/or present the Event at the Premises commonly known as _____ (Marathon Music Works, Exit/In, William Collier's, Hurry Back, The Vestibule, The Backstage, Artist Suites, etc.), located at _____, Nashville, TN _____ (the "Event Venue").
5. **Event Term.** The duration and term of the Lessee's use and access to the Event Venue for the Event shall begin on the ____ day of _____, 201__, at ____:____ a.m./p.m., and continue for ____ hours, until ____:____ a.m./p.m. on the ____ day of _____, 201__ (the "Event Term"). Any pre-Event set up or post-Event clean up by Lessee shall occur within the time parameters of the Event Term. Set up for the Event must take place on the date of the Event, and not earlier. Lessee should plan to allocate a minimum of one (1) hour of time dedicated to load out following the Event, and before the end of the Event Term. Lessee is responsible for removing all items from the Event Venue by the end of the Event Term, which Lessee is responsible for causing to be placed, delivered or brought upon the Premises, whether such items include rental or personal items.



6. **Facility Fee.** The fee for Lessee's rental of the Premises for the Event Term is and shall be Five Thousand Five Hundred and No/100 Dollars (\$5,500.00), plus applicable taxes per event (the "Facility Fee"). The Facility Fee entitles the Lessee to use of the Event Venue for a single Event, during the Event Term provided for herein.

7. **Additional Time Fee.** Any additional time spent by Lessee, its' planners, managers, guests, attendees, employees, agents, representatives, workers, contractors, or subcontractors, occupying, at, in or on the Premises of the Event Venue, whether before the commencement of or after the expiration of the time of the Event Term, whether for purposes of set up, clean up, or any other reason will result in Lessee being assessed, charged and responsible for payment of an additional hourly charge of \$250.00 for each additional whole or partial hour which exceeds the time parameters of the Event Term (the "Additional Time Fee").

8. **Production and Sound Accommodations and Charges.** See Addendum 1 which is incorporated herein by reference as though fully stated herein.

9. **Bar Selection and Charges.** See Addendum 2 which is incorporated herein by reference as though fully stated herein.

10. **Facility Deposit.** Lessee agrees to and shall pay a non-refundable deposit of Two Thousand and No/100 Dollars (\$2,000.00) at the time of execution of this Agreement (the "Facility Deposit"), which amount shall be credited against the balance of the Facility Fee owing by the Lessee under the terms of this Agreement.

11. **All Payments.** Payment of all fees and charges due and owing by Lessee to Lessor under the terms of this Agreement are due and shall be paid by Lessee to Lessor not later than seven (7) days prior to the date of the Event. Lessee's failure to make full payment of all amounts due under this Agreement not later than seven (7) days prior to the Event shall be deemed a default by the Lessee under this Agreement, and for which Lessor reserves the right in its sole discretion to cancel the Lessee's reservation or right to use of the Event Venue for the Event. Late payments by Lessee of any amounts owing under this Agreement, if agreed to, accepted and approved by Lessor in writing, in its sole discretion, shall subject and obligate Lessee to an additional fee as a late payment fee equal to 25% of the remaining unpaid balance owing under this Agreement, for which an untimely and late payment is being made (the "Late Payment Penalty").

12. **Credit Card Payments.** Any payments by credit card in excess of \$2,000.00 will cause Lessee to be obligated, charged and responsible for payment of a credit card processing fee of 2.5% of the payment amount (the "Credit Card Fee").

13. **Cancellation Policy.** If Lessor receives a written cancellation notification (the "Cancellation Notice") from Lessee at least sixty (60) days prior to Event date, all payments previously made by Lessee to Lessor, with the exception of the Facility Deposit of \$1,500.00,



which is nonrefundable, shall be refunded to Lessee. If Lessor receives a Cancellation Notice from Lessee between sixty (60) and thirty (30) days prior to the Event date, all payments having been made by Lessee under the terms of this Agreement prior to the date of the Cancellation Notice shall be nonrefundable. Any cancellation by Lessee, whether by way of Cancellation Notice or otherwise, that occurs less than or within thirty (30) days of the Event, shall subject and obligate Lessee to full payment of all amounts due, owing or payable under the terms of this Agreement, including but not limited to, any and all unpaid amounts as of the date of receipt of the Cancellation Notice by Lessor and/or the Event date. Lessee's failure to show on the Event date for the Event Term shall be considered and treated for all purposes under the terms of this Agreement as a cancellation, for which Lessee shall remain responsible for payment of all amounts due and owing under this Agreement.

14. **Concessions.** Lessee is required to purchase all liquor, beer, and wine at and from the Event Venue at either standard bar prices or based on a selection of special events bar packages offered to Lessee (the "Bar Charge"), as may be attached hereto as part of Addendum 2 hereto. There is a \$2,000.00 minimum Bar Charge per Event (the "Minimum Bar Charge"). Lessee is not allowed to provide its' own bar staff for the Event. Lessee understands and acknowledges that neither it, its' staff, employees, guests, visitors, caterers, agents, or representatives are allowed to bring alcoholic beverages upon the Event premises, and that no outside alcoholic beverages, drinks or substances are allowed to be brought, carried, or present upon the Premises of the Event Venue.

15. **Sponsorships and Advertisement.** Lessee understands, agrees and acknowledges that there shall be no sponsorships of the Event or any public advertisement of the Event, without first obtaining the advance, express, and written approval and consent of Lessor.

16. **Entertainment.** Lessee agrees to provide in writing to Lessor the name of any group, act, show, performance, or any other person or entity anticipated to provide any entertainment for or at the Event (the "Entertainment"), and further agrees to provide in writing to Lessor the following additional information about and needs of the Entertainment, including but not limited to, contact information for the Entertainment, tech riders, additional rentals, load in/out schedules, power requirements, and sound check schedules and requests. Such information as provided for hereinabove concerning the Entertainment shall be provided to Lessor by Lessee in writing, not less than fourteen (14) days prior to the Event date.

17. **Ticketing.** Lessee understands, agrees and acknowledges that Event Venue will provide Ticketing services for any ticketed Event. Lessee agrees to provide in writing to Lessor any and all ticketing information, including but not limited to, ticket prices, ticket scaling, on sale and off sale dates and times. Such information as provided for hereinabove concerning Ticketing shall



be provided to Lessor by Lessee in writing, not less than fourteen (14) days prior to the Event date.

18. **Catering.** Lessee agrees to and shall provide to Lessor in writing, not later than fourteen (14) days prior to the Event date, the name, contact information and needs of any caterer, including power needs, hired or to be utilized by Lessee for the Event.

19. **Guest Count.** At least fourteen (14) days prior to the Event date, Lessee agrees to and shall provide to Lessor in writing, a final total guest count expected for the Event. A change in guest count within fourteen (14) days of the Event date may cause an increase in charges and expenses, which Lessee shall be responsible for.

20. **Age Restrictions.** The age restriction for Event shall be _____.

21. **Rentals.** Any additional rental needs or specialized services, including but not limited to, decorative lighting can be arranged through a vendor. Delivery and pick up of rental, vendor and catering items must take place during the Event Term.

22. **Prohibited Items and Activities.** Lessor does not consent to, authorize, condone, allow, grant permission for, acquiesce in, give license for, or otherwise agree with the use of any glow stick, confetti, fireworks, glitter, birdseed, rice, knives (except for customary catering needs), explosives, guns, firearms, ammunition, weapons, open flames, paints, solvents, chemicals, cigarettes, cigars, tobacco products, outside alcohol, drugs, or any other illegal, dangerous, banned or controlled substance, item, object, material or product, all of which individually and together (the "Prohibited Items") are expressly banned and disallowed by Lessor from being brought upon, to, or otherwise present at the Event Venue. Lessee hereby acknowledges, consents to and agrees not to utilize, permit or allow any Prohibited Items to be brought upon or used on the Premises of the Event Venue during the Event Term. Lessee further acknowledges and understands that Lessor prohibits the Event Venue being used or utilized for any "rave" or "rave-type" events or activities, which Lessee expressly agrees to not engage in, host, or hold.

23. **Event Planner.** Lessor requires that Lessee retain and hire a professional event planner for any wedding ceremonies and receptions (the "Event Planner"). The Event Planner may not be a relative or related to the bride or groom. All communications on behalf of Lessee with and between Lessor concerning the logistics and any planning for a wedding ceremony or reception event shall be facilitated through the Event Planner. Lessor will designate an event director to



act on behalf of Lessor (the “Event Director”) that will work closely with the Event Planner to facilitate an orderly execution of any wedding or reception event.

24. **Additional Event Expenses.** Any additional expenses, costs, and charges incurred on behalf of or at the request of Lessee associated with the Event or pursuant to the terms of this Agreement, including but not limited to, expenses for catering, entertainment, linen, furniture, floral, china, or décor, shall be the responsibility of Lessee, for which Lessee shall be responsible for payment and/or reimbursement to Lessor or any other party responsible for providing, delivering, or facilitating such services, products, or items.

25. **Event Contact.** The contact person for Lessee (the “Event Contact”), for purposes of Lessor’s communications and coordination efforts related to the Event, is _____ which address is _____, phone number is _____, and email address is _____.

26. **Right to Refuse or Deny Admittance.** Lessor reserves the right to ask for and inspect personal identification of all guests of the Event and may elect to refuse admittance to the Event or refuse service of alcoholic beverages to any individual displaying intoxicated, unusual, unsafe or inappropriate behaviors or tendencies. All guests of an Event must be prepared to present and have in their possession a valid legally issued and acceptable photo ID for entry upon the Premises of the Event Venue. Any minor attending an Event must be accompanied by their legal parent or guardian, which must be able to establish such relationship at the time of the Event.

27. **Lessor Policies to Event Guest.** Lessee is responsible for communicating and conveying all policies and procedures of Lessor to Lessee’s employees, vendors, agents, planners, guests, visitors, representatives, contractors, subcontractors, and caterers. Lessee must clear and have all services required for the Event approved by Lessor’s Event Director (the “Event Director”).

28. **Venue Reputation.** Lessee hereby agrees, covenants and warrants that the Premises and Event Venue shall not be used for any illegal activities or purpose or in any manner that would negatively tarnish, impact or cause harm to the reputation of the Event Venue or Lessor.

29. **Lessor Staff.** Lessor agrees to provide and make available for an Event, a technical director, limited security personnel, post-event cleaning crew members, and where appropriate for wedding and reception events, an Event Director for the Event.

30. **Security.** Lessor reserves the sole and exclusive right to establish the minimum number of security personnel Lessee is required to have present at, for and during the Event, which policy and decision Lessee hereby agrees to comply with. As part of the Facility Fee paid by Lessee, Lessor will arrange for the presence and use of two (2) security guards for a 4 hour period of time during the Event Term. Additional security guards, or hours of security guard



attendance must be coordinated and arranged by Lessee with Lessor, subject to additional fees and expense depending upon the security needs of the Event. Lessee understands that it is and shall be required to have one security guard located or stationed at each point of entry used for ingress or egress from the Premises of the Event Venue during the Event Term. Lessor reserves the right at its sole discretion to require an increased number of security guards on the premises of the Event. The minimum number of security personnel to be used by Lessee for the Event in question shall be _____, which number is subject to change upward prior to or at the time of the Event, due to any changes in quest count by Lessee, or for any other reason.

31. **Internet.** Lessor reserves the right or provide internet service for any Event, at Lessor's sole discretion. For an Event where Internet access is made available to Lessee and Lessee's guests, Lessee covenants and agrees that by accepting the password and logging on to Lessor or Event Venue's network, that Lessee and Lessee's guests are responsible for any items viewed, accessed, uploaded or downloaded to the Internet, any site, server or cloud based service. This includes but is not limited to any and all items that may be considered copyright or trademark infringement, or any illegal, abusive or inappropriate content. Lessee agrees to and shall be responsible and liable for any and all related complaints, violations, and fines that may occur as a result of Lessee and Lessee's guests use of any network or the Internet while at or related to the Event.

32. **Additional Notices.** Lessor requires of and Lessee agrees to provide to Lessor, at least fourteen (14) days prior to the Event date, copies of all vendor lists, Event insurance policies, vendor insurance policies, and all Event set up and break down information and details, including delivery schedules, Event requests, audio and visual needs, Event Venue layout drawings or diagrams, electrical and production needs.

33. **Insurance and Indemnity.** Lessee is and shall be responsible and liable for any physical damage, loss, or destruction, legal actions, claims, suits, or claims of third-parties, and/or loss of reputation and business opportunities that Lessor may experience or which might otherwise occur as a result of the Event, or any act, omission or error of Lessee, or any guest, visitor, vendor, caterer, employee, agent, representative, contractor, subcontractor, or licensee of Lessee, at, involved with, related to or arising out of the Event. Lessee further hereby agrees to, does and hereby shall defend, indemnify and hold harmless Lessor from and against any and all loss, claims, suits, actions, harm, costs, expenses, and damages, including but not limited to reasonable attorney's fees and costs, which may arise from or relate to Lessee's use of the Event Venue, Lessee's conduct of the Event, any claim made against Lessor related to the Event, or otherwise related to any term or provision of this Agreement. Lessee's obligations hereunder, including but not limited to those of indemnity, shall survive the termination, expiration or cancellation of this Agreement.



34. **Additional Insured.** Lessee agrees to and shall obtain and carry general public and commercial liability insurance policy in an amount of not less than \$1,000,000.00 applicable to the Event contemplated under the terms of this Agreement (the “Policy”), which Policy Lessor shall be named as an additional insured under for the duration of this Agreement. Additionally, all non-exclusive vendors of Lessee utilized for the Event must provide proof of the existence of a general liability insurance policy, naming Lessor as an additional insured, which Policy shall include limits of no less than \$1,000,000.00. A copy of all such policies must be provided to Lessor by Lessee.

35. **Right to Cancel or Terminate.** Lessor retains the right to cancel or terminate this Agreement by written notice to Lessee, at any time prior to, or without written notice during the Event, for the following reasons: misrepresentation of the event, intended or actual use of the Premises for an illegal purpose, lack of insurance as required by this Agreement, return of a check for any payment owed pursuant to the terms of this Agreement, threat of violence or actual violence at the Event Venue, or Lessee’s failure to abide by any term, condition or obligation of this Agreement. Termination of the Event or this Agreement for any of the previously stated reasons identified in this Section 33 of the Agreement shall result in Lessee’s loss, forfeiture and obligation to pay the full amount owing under this Agreement, without any refund or reimbursement to Lessee.

36. **Binding Effect.** This Agreement shall be binding upon the parties, their successors, assigns and personal representatives.

35. **Inclement Weather.** Lessee bears the risk of cancellation of Event due to inclement weather, which shall not relieve Lessee of any payment obligation under this Agreement.

37. **No Lessor Liability.** Lessee agrees that Lessor shall not be liable for any personal injuries or other damages sustained by Lessee or any third party related to Lessee’s Event, use of the Event Venue, the provision or rendering of any of the services, personnel, or staff, as specified in this Agreement, or for any other cause. Furthermore, Lessee specifically acknowledges that Lessor shall not be liable for any delays or failures to provide services or equipment on account of any event of “force majeure”, including, but not limited to, fire, flood, natural disaster or epidemic, labor dispute or strike, act of God or public enemy, riot or civil disturbance, war, order of any court or jurisdiction, or any other cause not within Lessor’s control. In liability of Lessor, if any, for any reason related to this Agreement shall be limited to the amount of Lessee’s payments to Lessor under the terms of this Agreement for the Event.

38. **Jurisdiction.** This Agreement shall be interpreted under the laws of the State of Tennessee, and all Parties agree to waive any objections or defense otherwise. The Parties further agree that Davidson County, Tennessee is the sole and exclusive venue for any action between



the Parties arising under this Agreement and Lessee irrevocably consents to venue and jurisdiction as herein stated.

39. **Partial Invalidity.** In the event that any provision or portion of this Agreement, including all exhibit or addendum, is deemed void or illegal by operation of any law or ordinance, said part or portion shall be deemed stricken and the Agreement shall otherwise remain in full force and effect as if the stricken part or portion had never existed.

40. **Lessee on Premises.** In anticipation or preparation of any Event contemplated under this Agreement, Lessee understands and acknowledges that it shall be limited to no more than three (3) one (1) hour visits, sessions or meetings to take place at the Event Venue, in advance of the Event, and that all such visits, sessions or meetings shall and must be coordinated in advance and mutually agreed upon and approved by Lessor. Any additional visits, sessions or meetings beyond three (3) that Lessor may approve of, shall obligate Lessee to an additional charge and fee of \$50.00 per one (1) hour session.

41. **Whole Agreement.** This Agreement comprises the entire agreement of the Parties and may not be modified except by an instrument in writing signed by all Parties hereto.

42. **Section Headings.** Section headings and numbers in this Agreement are for definition and identification purposes only.

43. **Time of the Essence.** Time is of the essence with respect to all undertakings in this Agreement.

44. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which together shall be treated as one and the same Agreement. A facsimile, scanned, or electronic signature shall be as effective as and treated as an original.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing Agreement as of the day and date first above written as the Effective Date.

LESSOR:

LESSEE:

JR Facility Management, LLC

By: _____

By: _____

Print Name: _____

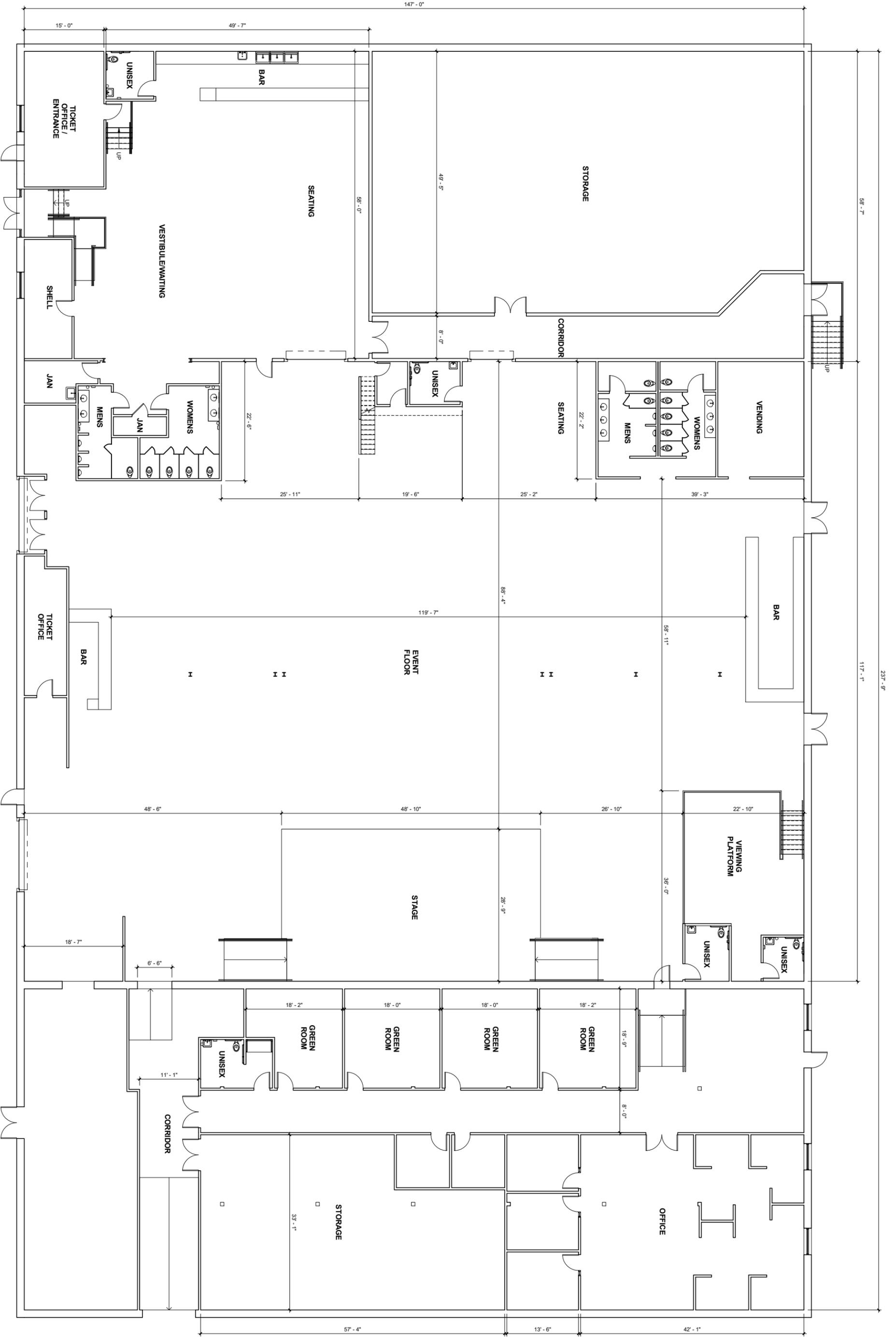
Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Initial _____



House Tech Director

House Tech Director is required for each event and will be provided by the venue for a \$350 charge.

Sound Rental Information

Sound and production costs are based on current structure of what is already in house for use. Any changes to the production needs after signing of contract could result in higher costs.

All house equipment is detailed here:

<https://www.dropbox.com/sh/r4xxl4aq6hxbmdt/AADdU53m-UCvjvaLut9SYE5la?dl=0>

iPod Package

\$350.00

Use of main PA (no monitors)

(1) console on stage

Lights - set wash - no scene changes or movement

(1) A-1 Tech Full Day

DJ Package

\$650.00

Use of main PA & monitors

(1) console on stage

Lights - set wash - no scene changes or movement

(1) A-1 Tech Full Day

(1) L-3 Tech Full Day

Full Band

\$900.00

Use of main PA & monitors

(2) consoles each with an operator

Full lights & operator

(1) A-1 Tech Full Day

(1) A-2 Tech Full Day

(1) L-3 Tech Full Day

Lessee Signature: _____

Print Name: _____

Date: _____

