

# DULING HALL RENTAL AGREEMENT

Client Name: \_\_\_\_\_ Event Date: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Type of Event: \_\_\_\_\_  
Event Times: \_\_\_\_\_ Approximate number of Guests: \_\_\_\_\_

THIS AGREEMENT (the "Agreement"), made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, is by and between ARDENLAND, LLC D/B/A/ DULING HALL (the "Lessor"), whose business address is P.O. Box # 4286, Jackson, MS 39296, and Blair Gillespie (the "Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use Duling Hall for \_\_\_\_\_ ("the Event").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**1. Space Rental:** Owner hereby grants to Renter a limited and revocable license (the "License") to use the following space: DULING HALL (the "Space"), located on 622 Duling Avenue. The License permits Renter to use the Space only on the Event Date, during the hours specified below, and only for the purposes set forth in Section 12 below.

**2. Event Date and Time:** The Event shall be held on \_\_\_\_\_, \_\_\_\_\_ (the "Event Date"), between the hours of TBD and TBD. Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior written permission from Lessor.

**3. Rental Fee:** Renter shall pay to Lessor a total fee of \$ \_\_\_\_\_ (the "Rental Fee") for the use of the Space, as determined in accordance with the fee terms set out in Schedule A, which is attached hereto. The Rental Fee is due in full at least 30 days prior to Event Date, (the "Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Lessor shall have the right to revoke the License and to keep the full amount of the Deposit. (A Proper Cocktail, llc reserves the right to increase our prices, as we deem necessary to cover price increases that we incur from our vendors.)

#### 4. Deposit Schedule:

- 1. Rental Deposit:** Renter must pay a deposit of \_\_\_\_\_ (the "Rental Deposit"), which must be paid to Lessor upon the execution of this Agreement. NO DATE or time slot will be held until this fee is paid. Lessor shall have no obligations under this Agreement until the Deposit is paid in full. The \_\_\_\_\_ balance of the Rental Fee is due 30 days prior to the event.
- 2. Security Deposit:** In addition to the balance of the Rental Fee a refundable \$500.00 Security Deposit is due 30 days prior to the event. The Security Deposit will be refunded within 15 days after conclusion of the event, unless Duling Hall is not left in the same or similar condition in which it was found. In the event that repair and/or excessive cleaning are needed, the Security Deposit will be applied to those cost, and Renter will be responsible for any deficiencies.

**5. Cancellations:** Any cancellations by Renter will result in forfeiture of the Deposit, and depending upon the time of the cancellation may also result in forfeiture of Rental Fee. If Renter cancels the reservation for the Event within 10 days of the Event, Lessor shall be entitled to retain the entire Rental Fee and the Security Deposit.

**6. Condition of Premises:** Space shall be provided as-is, and Lessor makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Lessor shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Lessor for any such repairs within 30 days of receipt of Lessor's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

\_\_\_\_\_ Renter Initials

v. 2/17/2014

## 7. Independent Service Providers:

a. Caterers. Lessor has a list of "Preferred Caterers" (see Schedule A) and highly recommends each for any and all catering needs that may be required for an event at Duling Hall. Use of any other caterers must be pre-approved and shall require an additional \$250 in security deposit. All Caterers must also provide Renter with a certificate of insurance. If a certificate of insurance cannot be provided, the Renter must acquire an Event Policy naming A Proper Cocktail, llc as an additional insured.

All vendors MUST BE LICENSED and comply with all state and federal laws pertaining to food service. All menus, pricing and contracting of food and beverage needs will be handled directly with your approved caterer.

b. Bands, Photographers, and All Other Independent Service Providers. Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. See Exhibit A.

c. Event rental equipment and details: Rental equipment such as specialty lighting, tables, chairs, specialty linen, chair covers and tents must be pre-approved by management. All rentals must be removed at the end of event. Duling Hall accepts no responsibility for personal injury, damage or loss of personal items during rental of Duling Hall facilities. Children must be attended at all times while at Duling Hall. All personal items should be removed from Duling Hall at the end of your event. We accept no responsibility for items left at Duling Hall after an event is completed.

d. All events held on our property must be managed and staffed by one of the "Preferred Caterers" or a representative of Lessor.

e. Vendors, such as photographers, decorators, florists, cake bakers, bands, and DJ's are allowed into the facility no earlier than your reserved time unless pre-arranged by management. This allows for Duling Hall to be cleaned and set up for your event prior to vendor arrival. Florists and cake decorators may use Duling Hall to finish their pieces. They are required to place a drop cloth beneath their work area and are expected to leave the facility in the same condition in which it was found. Any excessive cleanup required following their installation or pickup could result in forfeiture of your security deposit.

## 8. Sale and Service of Alcoholic Beverages:

a. Exclusive Right. If Bar Services (which includes the serving of alcohol) are needed for the Event, Lessor shall have exclusive right to provide those services and will provide such services if requested. There is an exception for nonprofit organizations, which may provide their own beer and wine, which will be served by Lessor.

b. Indemnification. Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) relating to the sale or service of alcohol at the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter agrees to indemnify and hold harmless the Lessor's landlord for any damages arising out of the sale and service of alcohol at the Event.

**9. Sound System:** The audio, lighting and video equipment may not be used without prior written permission and only with a Duling Hall authorized employee. I understand additional fees for in-house sound, lights and video services may apply. An additional fee of \$\_\_\_\_\_ shall apply to this event. (Equipment specifications available upon request).

**10. Décor:** Duling Hall does not allow glitter, confetti, streamers, silly string, tacks, nails, staples or tape on any surfaces. For seated parties, receptions and buffets, the host will provide centerpieces and decorations. Taper candles are not allowed. The use of glitter on ribbons, tables, etc. is not allowed. If it is used, money from the security deposit will be used for cleanup. The use of birdseed, rice, confetti or glitter is prohibited, as these items present a slip hazard. This activity MUST be done outside of the building. Continued...

\_\_\_\_\_ Renter Initials

v. 2/17/2014

Waxless candles are suggested. If regular candles are used, a fee of \$25 will be taken out of the security deposit for any spilt wax. Duct tape is not allowed. If any chewing gum is found on the floor or elsewhere, a sum of \$25 will be taken out of the security deposit. All decorations and flowers must be removed from the facilities at the end of the function unless other arrangements are made with management. Any damage or excessive cleanup of flowers or failure to remove all decorations following an event could result in forfeiture of your security deposit.

**11. Smoking:** All buildings at Duling Hall are smoke free. Designated smoking areas with extinguishing containers must be used for smoking and guests are expected to use these containers. Excessive removal of cigarette butts from flowerbeds, walkways and lawn will result in a deduction of \$100 from your security deposit.

**12. Clean-up:** It is the responsibility of the approved caterer and the client to ensure clean up and replacing of all facility assets back to their proper place at the end of each event. Failure to complete this part of the event will result in forfeiture of client's security deposit. Use of any or all patio areas falls under the same clean up and set up requirements agreed to within the hall. Failure to care for these areas could result in forfeiture of security deposit.

**13. In- House Tables & Chairs:** Duling Hall has available for use under the rental agreement & at no extra charge: 10-48" large round tables, 13-24" low square tables, 8 low round tables, 4 high round cocktail tables, and one 8' folding buffet table. Also available are 15 tall wooden bistro chairs, 65 short wooden bistro chairs, 200 black stackable metal chairs and patio tables & chairs (located in the gated patio area outside). It will be the responsibility of the client and their chosen caterer to make arrangements for that space to be set up according to client's needs. (types & quantities of furniture subject to change)

**14. Right of Entry:** Lessor shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space. Lessor employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties.

**15. Indemnification:** Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury. Furthermore, Renter hereby indemnifies and holds harmless Lessor's landlord, its employees, officers, directors, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of the Renter, its employees, officers, directors, independent contractors, or other agents.

**16. Permitted Use:** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Space or any other of Lessor's property.

**17. Compliance with Laws:** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 12 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

**18. Management:** A Proper Cocktail, llc is the management company for Duling Hall and retains and does not relinquish the right to issue and enforce such rules and regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility. Lessor reserves the right to eject any objectionable person or persons from the premises, and upon the exercise of this authority by Lessor, its agents or security guards, the client, on behalf of itself, its agents and employees hereby waives any rights and all claims for damages against lessor arising from such occurrences.

\_\_\_\_\_ Renter Initials

v. 2/17/2014

The Client agrees that it will not allow any person at, in or about the facilities who shall, upon reasonable non-discriminatory grounds, be objected to by Lessor. Such person's right to use the facilities and the Duling Hall premises may be revoked by Lessor. Unless otherwise specified in writing, Lessor reserves the right to schedule other events similar to and contemporaneous with that of the client/user both before & after the date of this Agreement without notice to the client/user.

**19. Force Majeure:** In the event that Lessor is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Lessor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Lessor cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Lessor shall refund to Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall Lessor be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section 14.

**20. Revocation:** Lessor shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. Lessor's right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Space is being rented for a purpose which Lessor subjectively finds inappropriate. In the event that Lessor revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Lessor shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

**21. Assignment:** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

**22. Governing Law:** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Mississippi, without regard to conflicts of law principles.

**23. Counterparts:** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**24. Severability:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**25. Entire Agreement:** This Agreement constitutes the entire agreement between Renter and Lessor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Lessor ardenland, llc	Renter
Signature	Signature
Print Name Arden Barnett	Print Name
Date	Date

\_\_\_\_\_ Renter Initials

v. 2/17/2014

## Schedule A: Rental Fee Rates Base Rate Chart

RENTAL RATES	Daytime Rates 8:00 a.m. – 4:00 p.m.	Evening Rates 4:00 p.m. – 11:00 p.m.
Sunday - Thursday	0-200 people \$600.00 201-300 \$750.00	0-200 people \$1,000.00 201-300 \$1,250.00
Friday	Full Day Rental Only	0-200 people \$2,000.00 201-300 \$2,000.00 (weekend renters entitled to entire day for set up)
Saturday	Full Day Rental Only	0-200 people \$2,000.00 201-300 \$2,000.00 (weekend renters entitled to entire day for set up)

\*Parties that need an additional day for set-up may buy out the previous rental day (if available) for the minimum rental price.

\*Daytime rates for weddings/wedding receptions do not apply. Sunday weddings/receptions are charged Friday evening rate.

\* Additional fees for in-house sound, lights and video services may apply.

\*The rates are subject to change and serve as general guidelines only.

ATTENTION: Fees are determined according to estimated head count prior to Event.

Actual headcounts will be taken during the Event, and Renter will be billed for any significant discrepancies.

NOTES:

---



---



---



---



---



---

\_\_\_\_\_ Renter Initials

v.12/28/2013