

THE MAIN FLOOR OF THE LOFT RENTAL AGREEMENT

Leasing Cost & Payment Arrangements:

A \$200.00 hold will be placed on your credit card 72 hours prior to your reservation. The hold will automatically be released 7 days or less after hold was placed.

The rental fee includes the use of the room for the contracted length of time as stated on the day of the event. Tenant(s), guests and vendors will be admitted to the facility and expected to depart at the time stated on this contract. The fee for the contracted amount will be the responsibility of the group or individual in charge of the function.

Insurance Required by Tenant:

In addition, the Tenant(s) must present proof of public liability insurance, with a minimum of \$300,000 in liability coverage then including host liquor liability if applicable. The Tenant(s) understands that providing evidence of coverage is a condition precedent to The Main Floor Authority's obligation under the terms of this agreement and in the event the Tenant(s) fails to deliver a certificate evidencing coverage, the Authority is excused from performance and can terminate this agreement.

Food and Beverages:

You may use the kitchen to prepare food, if it is a pot luck and not being catered. If the kitchen is used it must be as clean as it was when you arrived. If not, the deposit will be forfeited. If the food is catered, it must have The Main Floor approval and has to come from a licensed kitchen.

Who will be catering your event: _____

Meat smokers and any barbeque equipment used for catering purposes must have prior written permission from The Main Floor Management. Any grease or other by-product from equipment must be disposed of off-site. No dumping will be allowed in any trash receptacle, grassy area, drains, etc.

Alcohol: In order to serve alcohol, you must provide a Certificate of Insurance from your insurance provider. This will need to state: A) The type of event; B) The The Main floor of The Loft at 1037 Fourth Avenue, Lake Odessa, MI 48849; C) It needs to state: you will be hosting alcohol on the event date.

It will be the Tenant(s) responsibility to assure no individuals 21 and over are being over served alcohol and no minors are being served alcohol. The bar area is not to be left unattended at any time. The Main Floor authority reserves the right to stop all alcohol consumption, to ask for proper identification and refuse the service of any visibly intoxicated person.

There is a one-keg limit at all events unless prior written consent is requested and granted by The Main Floor of The Loft management. Pitchers of beer are not to be handed out to individuals or placed on tables. Pitchers must remain behind the bar area. Kegs are not to be placed into the refrigerator or freezer. A damage free will be applied if done so. Ice required to keep kegs cold must be supplied by the Tenant(s).

Jell-O and/or pudding shots are not permitted at any time in/on The Main Floor property.

Serving alcohol shots to Tenant(s) and guests are not permitted at any time in/on The Main Floor property.

Alcoholic beverages may be consumed inside only. No alcohol is allowed on the village sidewalks, in front or anywhere outside.

Cash bars are only permitted with the proper licensing from Michigan Liquor Control Commission. The Owner does not have a license or permit for alcoholic beverages and any such permit or license, if required, must be obtained by the Tenant(s) or the Tenant(s) caterer. Any bar waste must be disposed of properly and not placed into sinks or sink disposals. It is the Tenant(s) responsibility to notify any vendor(s) required.

Room Set-up, Clean-up and Decorations:

The Tenant(s) must not admit to The Main Floor more persons than the space, under the lease, can accommodate, as determined by Federal, State and Municipal fire safety rules.

All rental items brought into The Main Floor facilities by Tenant(s) and/or outside vendors which require assembly and/or placement are the sole responsibility of the Tenant(s). If the burden falls on The Main Floor for assembly and/or placement Tenant(s) may incur a charge. Additional labor charges will apply to functions if more than standard cleanup is required at the close of the function. Charges will be assessed at the one hour increments beginning at \$20.00 per hour. Fees will be deducted from damage to premises/security deposit or claimed on any applicable insurance policy.

Carts or dollies with steel wheels are not permitted in The Main Floor at any time. All crates, boxes, tables, chairs or other equipment moved in or out must be handled in a way that protects all flooring, painted surfaces and fixtures.

No posters or signs may be in The Main Floor without prior permission from management. Nails, push pins, tacks, glue, putty or tape of any kind or other potentially damaging fasteners may not be used to hang signs or any other materials on the walls, pillars, chandeliers, windows, window sills, ceilings, ceiling tiles, doors, door frames and/or balcony railings of The Main Floor. The only product you can use for hanging decorative items are command hooks

Any cords placed on the floor must be secured with either gaffer tape or low tack duct tape as to prevent any tripping hazard.

All decorative materials must be non-combustible or flame resistant in accordance with NFPA 701. All decorative materials are defined as curtains, draperies, streamers, fabrics, cotton batting, straw, hay, vines, leaves, stalks, trees and moss, including surface coverings applied over interior finishes for acoustical or decorative purposes. Candles may be used but only if covered or enclosed with a hurricane shade or within a bowl or other nonflammable container. If candles are used and wax damage is caused, a \$75.00 fee will be assessed.

Rice, birdseed, confetti, glitter, tinsel, hay, straw, silly string or other similar materials are not permitted at any time on The Main Floor property. Additional labor charges will apply to functions if more than standard cleanup is required at the close of the function. Charges will be assessed at the one hour

increments beginning at \$80.00 per hour. Fees will be deducted from damage to premises/security deposit or claimed on any applicable insurance policy.

The Tenant(s) must take into consideration the scheduled seasonal decorations of The Main Floor (November, December and January). Seasonal decorations as set by staff cannot be altered or removed for purposes of an event.

If any curtains that are the property of The Main Floor are removed for any reason and not properly cared for, folded, etc. and returned to the proper place, a dry-cleaning fee will be incurred and charged to the damage to premise/security deposit.

The Main Floor or any equipment or property located therein, are to be returned to the condition they were in prior to the contracted event.

The time slots booked for your event include set up and tear down.

All tables are to be cleared of disposable items and placed into the trash containers provided. All table and bar liquids are to be disposed of in the kitchen sinks. Additional labor charges will apply to functions if more than standard cleanup is required at the close of the function.

All decorations are to be removed from the premises immediately following event. Additional labor charges will apply to functions if more than standard cleanup is required at the close of the function. Charges will be assessed at one hour increments beginning at \$75.00 per hour. Fees will be deducted from damage to premises/security deposit or claimed on any applicable insurance policy.

Any trash remaining from the Tenant(s) or vendors that include boxes not broken down, décor props, bar bottles and cans are the responsibility of the Tenant(s). These items can be disposed of in our dumpster located at the back of the garage.

Parking:

Tenant(s) have non-exclusive rights to use the parking. There is no overnight parking on the streets from November 1 thru April 1 due to snow removal. The Main Floor makes no representations as to the number of parking spaces available. The Main Floor may not be held responsible for any damage to any vehicle or equipment located in this area.

Building, Grounds, Sidewalks, Patio

The Main Floor reserves the right to make any structural changes to the facility or grounds without notice.

The use of fog machines are prohibited inside The Main Floor. It is the Tenant(s) responsibility to notify any vendor(s).

Writing on the sidewalks and windows is not permitted.

Smoking is prohibited within The Main Floor facility at all times. Security measures have been taken to ensure compliance. The Main Floor has provided ashtrays for cigars and cigarette butts at the rear of the building.

Fireworks and sparklers are not permitted under any circumstance. Launching of sky lanterns or any other flammable items classified as fireworks are strictly prohibited on The Main Floor property.

Scattering of real flower petals, feathers must be approved. If approved they must be removed from the walks before the conclusion of the event.

Loading and unloading is through the back-garage entrance. There are no parking spaces available in the rear of the building. To load and unload there is one space on the grass up tight to the garage door. Do not block the alley.

Tenant/Representative Liability:

The Main Floor reserves the right to inspect and control all private functions. Liability for damages to the premises will be charged to the representative making the arrangements based on actual repair or replacement costs. If, in the judgement of The Main Floor, security is needed in order to maintain good order due to the size and or nature of your event, The Main Floor reserves the right, with advance notice, to contract for professional security to monitor your function.

The Main Floor does not have space available to store personal property, equipment or supplies belonging to or rented by the Tenant(s) before or after scheduled events. The Main Floor may not be held responsible for the damage or loss of any merchandise or personal articles left on the premises prior to or following the event. All items must be removed from The Main Floor immediately following the event. If valuable items must be left in any conference or banquet area it is recommended that a security firm is retained at the expense of the Tenant(s).

All children must have responsible adult supervision at all times. This is for the protection of the children and our facility. The Main Floor rental is available for ages 18 and above.

Tenant(s) must not admit to The Main Floor more persons than the space under lease can accommodate, as determined by Federal, State and Municipal fire and safety rules.

The Main Floor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

The Main Floor Authority, in cooperation with local official, reserves the absolute right to take whatever measures necessary to insure strict adherence to the terms outlined in this document. If any costs are incurred to provide compliance with these terms, these costs shall be the responsibility of the Tenant(s).

Tenant(s) shall follow all applicable laws, rules and regulations of the State of Michigan, Ionia County and the City of Lake Odessa. Additionally, if the Lake Odessa Police Department, Ionia County Sheriff's Department or any other governmental agency has to come to The Main Floor for any reason during your event, you shall forfeit your deposit.

DISCLAIMER

The Main Floor does not assume liability for any possible defects of the building or premises that arise out of foul, inclement weather conditions, acts of God or nature or any unforeseeable circumstances.

The Tenant(s) waive any claim against The Main Floor for problems resulting from strikes, public emergencies, acts of God, etc. No full or partial refunds shall be given for the above-mentioned circumstances to any Tenant(s) or their representative.

Damages Done by Tenant or Representative to The Main Floor:

Tenant(s) shall be fully responsible for any damages that occur during an event to The Main Floor or any equipment or property located therein. Tenant(s) shall indemnify, defend and hold harmless The Main Floor Authority, its employees, agents, principals, members, successors and assigns from all claims, demands, expenses, attorney fees and liabilities arising out of the Tenant(s), its guests', invitees', or agent's use. Tenant(s) is responsible to The Main Floor for damages, compensation or claims for inconvenience or loss of business, arising out of any repair or restoration as a result of any damages that occur during an event and will pay to The Main Floor Authority, upon demand, such sum as shall be necessary to restore the premises to its condition prior to the event.

The Tenant(s) hereby assumes full responsibility for the character, acts and conducts of all persons admitted to The Main Floor with the consent of the Tenant(s), or by or with the consent of the Tenant(s) employees or any person acting for and on behalf of the Tenant(s). In addition, the Tenant(s), for itself and for all of its employees, agents, guests and invitees, who may come upon The Main Floor or adjoining areas and grounds during Tenant(s) use of The Main Floor hereby agrees that The Main Floor Authority, its employees, agents, principals, members and successors shall not be liable in any way for any matter, cause, thing, action or omission with respect to the Tenant(s) use of The Main Floor or adjacent buildings or grounds. Tenant(s) agrees that The Main Floor Authority, its employees, agents, principals, members and successors are hereby released and discharged of any and all liability of any kind with respect thereto.

Cancellations:

If you cancel your reservation 72 hours before your arrival, you are entitled to a full refund. If you cancel less than 72 hours prior to your scheduled arrival, your reservation is considered non-refundable.

A refundable deposit of entire amount is due at the time of reservation to guarantee the event date. The reservation is considered confirmed when the required deposit and signed contract have been received and accepted.

Based on our understanding of the Tenant(s) event, The Main Floor will offer meeting and banquet space as outlined in the terms and conditions of this agreement.

By signing, the Tenant(s) acknowledges understanding the policies outlined in this document and agrees to follow them. No verbal representations supersede this contract. Any changes must be documented in writing and signed by The Main Floor authorizing the variation from the normal policy.

Guest/Organization Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Email Address: _____

Drivers License: _____ Number of Vehicles: _____

Event Type: _____

Number in Party: _____ Adults: _____ Children: _____

Date of Event: _____ Time of Event: _____

Reservation/Security Deposit Charged to Credit Card: \$200.00 Hold

Total charges for Guest Stay: \$ _____

The total capacity is 50 including the hosts.

Credit Card # _____ Exp. _____ Code _____

Will you be hosting any alcohol during your event? Yes _____ No _____ Initials _____

Provide Certificate of Liability Insurance if hosting alcohol.

Please fill out, sign and return this page. Keep the rest of the rental agreement for your information.

Tenant(s): _____ Date: _____

The Main Floor: _____ Date: _____

The Main Floor of The Loft

1037 Fourth Avenue

Lake Odessa, MI 48849

269-838-2083