

Sewanee Angel Park

EVENT SPACE RENTAL AGREEMENT

This rental agreement ("Agreement") is entered into as of this _____ between Sewanee Business Alliance ("SBA") and _____ ("Renter"):

1. Limited, Revocable License

SBA grants to Renter, and Renter accepts, a limited, revocable license to use the real property known as "Sewanee Angel Park", in Sewanee, Tennessee, including all personal property and facilities thereon (collectively referred to as the "Facility") solely on the _____ ("**Event Date**"), and during the hours of _____ ("**Event Hours**"), subject to the terms and conditions of this Agreement. Renter agrees to use the Facilities in accordance with the Additional Terms and Conditions attached as Exhibit A to this Agreement.

2. Fees

Renter shall pay to SBA a total Fee of **\$500 (the "License Fee")**. The License Fee includes a non-refundable Booking Deposit which is fifty percent (50%) of the License Fee (the "Booking Deposit") SBA shall not reserve an Event Date and Event Time until Renter has tendered the Booking Deposit.

3. Cancellations

Upon cancellation of a reserved Event Date and/or Event Time, SBA shall refund any tendered License Fee to Renter within thirty (30) days of such notice of cancellation, provided that SBA shall have the right to retain the Booking Deposit.

4. No Warranty

The Facility is provided "**AS IS**", "**WHERE IS**" and without warranty as to the suitability of the Facility for Renter's intended use.

5. Cleaning, Repair and Replacement

Renter shall be responsible for the cleaning, repair, gathering and removal of all trash and/or replacement of the Facilities to the extent such cleaning, trash removal, repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall deliver the Facility to the SBA in as good condition as when received by Renter, ordinary wear and tear and need for ordinary cleaning excepted.

6. Damage Deposit

As of the time of the payment of the remaining License Fee, Renter shall pay an additional **\$250** to the SBA for any damage caused by Renter to the Facility above and beyond normal wear and tear (**the "Damage Deposit"**). The SBA shall inspect the Facility for any such damage within a reasonable period of time after delivery of the Facility to the SBA. Notwithstanding clause 5, the reasonable cost of rectifying any such damage, this includes the cost for trash removal and any damage to grounds and property, shall be deducted from the Damage Deposit, which shall otherwise be repaid to Renter within thirty (30) days of the delivery of the Facility to the SBA.

7. Indemnification – READ CAREFULLY

Renter agrees that it shall indemnify, defend and hold harmless Sewanee Business Alliance, The University of the South, their representatives, affiliated organizations, administrators, directors, officers, members and ad-hoc members of the Boards of Directors, Trustees and Regents, shareholders, agents, employees, volunteers and insurers, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to

persons (including death) which arise out of or related to Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide the SBA immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

8. Right of Entry

The SBA and The University of the South, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

9. Miscellaneous

- a. No amendment or modification to this Agreement shall be binding upon the SBA unless same is in writing.
- b. If any part of this Agreement is determined to be invalid by law, all other parts of this Agreement shall remain valid and enforceable.
- c. This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venture.
- d. This Agreement is for the sole benefit of the Renter and the SBA, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.
- e. Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by the SBA in enforcing this Agreement in the event the SBA prevails in any such enforcement.
- f. This Agreement shall be governed by and construed in accordance with the Laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Renter

Sewanee Business Alliance (SBA)

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

Mailing Address

Mailing Address

P.O. Box 182
Sewanee, TN 37375

E-Mail

E-Mail

johngoodson@bellsouth.net

Telephone

Telephone

931-968-1127 Office
931-703-0558 Cell

Exhibit A- to Event Space Rental Agreement:

Additional Terms and Conditions

Use of Facility

1. **All events will need prior approval by the SBA.**
2. **The Facility may not be used for Commercial Activities;** exceptions will be for SBA promoted activities. The SBA retains the right to grant an exception to this condition.
3. The Facility may be used for a variety of functions including, but not limited to, weddings and related events, dinners, receptions, and other social gatherings.
3. The Facility can accommodate up to 300 persons for standing events and 250 persons for seated/dinner events. Capacity is strictly observed.

Event Rules and Regulations

1. **Caterers:** To ensure service quality and preserve the integrity of the Facility, no outside staff such as caterers, waiters, and bartenders are allowed without the prior written approval of the SBA. Caterers shall supply any and all additional equipment or materials needed, including, but not limited to tables and chairs.
2. **Alcoholic Beverages:** Alcohol may be served to persons over the age of 21 under the terms and conditions and consistent with the applicable laws of the State of Tennessee provided that the Renter, in accordance with clause 7 of the Agreement, shall take full responsibility for and hold the SBA and The University of the South harmless from ALL liability arising from the serving and consumption of alcoholic beverages.
3. **Music/Entertainment:** No entertainment or music is allowed without the prior written approval of the SBA. Cut off times for local noise ordinances must strictly be adhered to. Please check with Sewanee Police for instructions.
4. **No Smoking or Open Flames:** Sewanee Angel Park is a smoke-free environment. Smoking is prohibited in all areas of Angel Park at all times. In addition, no open flames of any kind are allowed in any part of the Facility at any time without prior approval.
5. **Vendors:** A list of all outside vendors, caterers, musicians, photographers, and any other outside professionals must be submitted to the SBA one week before the Event Date.
6. **Bathrooms:** There are no bathrooms at the Angel Park. Rental of Port-a-Jon's or rental of The American Legion is required.
7. **Service Providers:** List of approved caterers and service providers is available on request
8. **Special Instructions: *All Tents must use water barrels. No stacks**

***Sewanee Police contracting and notification must be made within _____ days of signing contract. Parties of 50 or more may require police presence and appropriate charges will be assessed by the Sewanee Police. These instructions may not cover every event.**

***Contact American Legion as a rain back up and bathrooms**