

THE CUMBERLAND ROOM EVENT CENTER USE AND RENTAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____ by and between

(hereinafter referred to as the "Renter"), and Hawkins & Lafferty Development, a Tennessee General Partnership, d/b/a Top Spot Enterprises (hereinafter referred to as "TSE").

TSE does hereby rent to the Renter the Premises known as The Cumberland Room Event Center, located at 2525 Hwy 48, Clarksville, TN (hereinafter referred to as "the Premises" or the "Event Center").

Please read carefully to fully understand your responsibilities.

1. TERM OF RENTAL. The term of rental shall be from _____ a.m./p.m. on _____,20____ until _____ a.m./pm. On _____,20____. No portion of any event shall take place on the Premises between the hours of 1:00 a.m. and 8:00 a.m. Setup time shall be included in the term of rental unless written permission from TSE is obtained. All vendors and other parties providing services, catering or the like for rentals must vacate the Premises no later than 1:00 a.m. following the event. A charge of One Hundred Twenty-Five (\$125.00) Dollars per hour or portion thereof shall apply for each hour the Event Center is not cleared after an event.

2. SECURITY DEPOSIT. A security deposit of \$500 for a one day rental or \$700 for a two day rental, shall be collected from the Renter at time of booking. After the event, TSE shall apply the security deposit against payment for any damages and any other charges incurred, and net amount shall be due and payable to TSE by Renter, or any unused portion of deposit shall be returned to Renter after, and if, all conditions outlined in this agreement, including Additional Conditions section are fulfilled by the Renter, to TSE's satisfaction. Security Deposit shall be returned to Renter within 7-10 business days following TSE's confirmation that no damage has occurred to the Premises, and surrounding property. Renter agrees to pay for any damages to the premises exceeding the security deposit within five (5) days of notification by TSE of any amount outstanding. Renter further agrees that if the same is placed in the hands of an attorney for collection, to pay the costs of collecting the amount due, including reasonable attorney's fees. Other sums owed by Renter to TSE may be similarly deducted as allowed by law. In the event the premises are damaged and prevent other scheduled rentals from occurring, Rental shall be responsible for any and all refund of deposits to said Renters.

3. RENTAL RATE. In consideration for the use and occupancy of the Premises and the performance by TSE of its obligations herein, Renter agrees to pay to TSE the sum of _____ (\$_____) Dollars.

Rental Rate has been determined upon completion of the following "Pricing Schedule" and such amounts shall be entered below:

Pricing Schedule

Rental Rate \$ _____
(rental amount + attendant and any other known services)

Security Deposit \$ _____

Sales Tax \$ _____

TOTAL DUE AT THE SIGNING OF THIS AGREEMENT \$ _____
Total of all deposits, \$500.00 minimum for the date secured, plus any payments known at this time required by other vendors.

BALANCE DUE ON OR BEFORE _____ \$ _____

Balance of Rental Rate for date secured and all payments due other Vendors shall be paid prior to event date. Failure to make payment will constitute default of this Agreement.

Applicable State Sales Taxes will be applied to Final Invoice.

A payment for the amount of the security deposit plus any known fees of additional vendors secured by TSE shall be due at the time of booking to hold the date for the event. The balance due for payment of the room and any vendors secured by the TSE shall be due 30 days prior to the event, and is non-refundable (unless the vendors refund any part of the payment). The Refund policy for cancellations is as follows:

At least 60 days before the event:

If TSE can re-book the date, then the Rental Rate and all deposits will be refunded, less a service charge of 20% of the security deposit. If not, then the entire amount is non-refundable.

Less than 60 days before the event:

Non-Refundable

4. The Premises must be cleaned and vacated by 1:00 am for all-day events or ½ hour following the end of partial-day rentals.

5. Renter Responsibility.

(a) Renter agrees to be completely responsible for any and all damages which may occur, either as the result of accidents or intentional acts of Renter, guests, and/or vendors secured by the Renter.

(b) Renter warrants that he/she shall remain ON THE PREMISES AT ALL TIMES during the Usage Term.

6. ALCOHOL USE.

NO GLASS CONTAINERS

(a) BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Renter shall monitor all service of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol.

(b) TSE may ask guests for identification to verify age. TSE reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

(c) All alcohol must be consumed inside the EVENT CENTER building or within the Courtyard. No alcohol is permitted anywhere outside of the main building, except within the Courtyard This includes outside the front door and the parking lots

(f) Renter shall indemnify and hold TSE harmless from any and all liability relating to alcohol consumption.

7. NO SMOKING. Smoking is expressly prohibited inside of any structure on the Premises.

8. FIRE CODE. Renter agrees to at no time exceed occupancy limits designated by fire code. Renter is responsible for any fines imposed by the Fire Marshall for exceeding this limit and hereby agrees to indemnify and hold TSE harmless from the same.

7. INDEMNITY. Renter covenants at all times during the rental period that it shall indemnify and hold TSE harmless from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person(s), entity or property on or about the Premises resulting from any act or omission by or through the Renter, its agents, contractors,

employees, invitees, or any person on the Premises by reason of the Renter's use or occupancy.

8. ACCESS TO THE PREMISES. All events are on a "first-come first-served" basis. An evening event booked after an afternoon event may be required to have a later start time. All Renters, guests, caterers, musicians and vendors shall be out of the Premises BY 1:00 AM for full day rentals or one-half (1/2) hour after the event's scheduled ending time for partial day rentals, unless prior arrangements have been made. A charge of \$125.00 per hour, or portion thereof, shall apply for each hour the Premises is not cleared after an event.

9. MISCELLANEOUS. Renter will supply and use reasonable and adequate table coverings during the event. Linens may be secured, for a fee, through TSE or from an outside vendor. At the end of the event, place TSE's tablecloths in the bags provided, to be returned to TSE's home office on Wilma Rudolph Blvd the next business day by 9am.

10. CLEANUP. Clean up of Premises will be completed before the building is vacated. Renter shall adhere to the following instructions for clean-up of the facility:

(a) Event center rooms. Table trash, cups, plates, plasticware, cake, food, decorations, etc. will be gathered and placed in proper receptacles. All cups will be emptied into the sinks before being placed in the trash receptacles.

(b) Restrooms. Trash will be picked up from the bathroom floors and receptacles emptied

(c) Outdoors/Deck. Trash will be picked up outside the building. Cigarette butts, cups, miscellaneous items left outside and on the deck area shall be disposed of in proper receptacles (not in planters or flower beds).

(d) Kitchen/Bar Area. The kitchen is to be left as it is found. Wipe sinks, counters, tables, stovetop, clean bar equipment, remove remaining bottles, cans, kegs, etc. from the site. Floors in the kitchen/bar area are to be left clean. Remove leftover food from the refrigerator.

(e) Floors. Carpeted areas shall be vacuumed. Hard floors shall be swept and mopped as needed.

(f) Tables & Chairs: Wash and cleanup as needed. Fold up and put items in their proper storage location.

(g) Trash. Place all trash in containers and bags provided. Put trash in the dumpster provided outside of the EVENT CENTER building.

(h) Exit. When exiting the building, turn off lights and stereo equipment. Lock the building and set the alarm. Return building key, any rented tablecloths or other rented items to TSE's home office at 1778 Wilma Rudolph Blvd, Clarksville, TN, by 9am the next business day (Monday – Saturday)

Any necessary clean-up by TSE of any items (a) through (h) will be charged and withheld from the deposit.

NOTE: For an additional fee, TSE will perform the cleanup items listed above.

11. DECORATIONS. Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc. Other decorating restrictions apply, as described in the attached "Additional Conditions."

12. USE OF KITCHEN. Caterers or serving personnel may use stove/oven, the refrigerator, and other equipment and kitchen facilities for service at the event and with permission from TSE personnel. The kitchen must be left clean. Failure to do so shall result in cleaning charges deducted from Renter's damage deposit.

13. USE OF COURTYARD AREA. The courtyard area is available for use with the room, weather permitting. Smoking is permitted in the courtyard. Renter is responsible for disposing of cigarette butts in the proper receptacles (not planters or flower beds). Any necessary clean-up by TSE will be deducted from the security deposit.

14. USE OF P.A. SYSTEM. A PA or electronic amplification system is available for use during your event. This system may be used for background/dinner music, playing of audio for a program, announcements, toasts, etc. Renter will be responsible for damage to system, speakers or any component from misuse or abuse of the system by the Renter or a guest.

16. CONDUCT OF EVENT. For the duration of the event, the Renter and its guests must abide by the TSE policies and comply with applicable regulations and laws. Renter is responsible for the actions of guests and for any damages or losses incurred during the event. TSE has the right to refuse entry or service to and remove from the premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting TSE. TSE reserves the right to exclude or remove any undesirable persons from the event and premises without liability.

19. GOVERNING LAW. The parties agree that any dispute shall be subject to the laws of the State of Tennessee, and that any legal action shall be brought in Montgomery County, Tennessee.

20. ENTIRE AGREEMENT. The parties agree that all of the terms and conditions are contained herein and that any modification shall be in writing.

The parties hereto have set their hands on the day and year first above written.

RENTER: _____ DATE _____

Printed Name _____

TOP SPOT ENTERPRISES _____ DATE _____

Printed Name _____

Renter's Contact Information:

Address _____

Home Phone _____ Mobile Phone _____

Email Address _____

Alternate Contact Person _____

Phone(s) _____

TSE Contact Information:

Top Spot Enterprises, 1778 Wilma Rudolph Blvd, Clarksville TN 37040
Phone: 931-647-3942 Fax: 931-647-3948
Hours: Mon-Fri...8 AM to 5 Pm, Sat...9:30 AM to 1:30 PM Sun...Closed

ADDITIONAL CONDITIONS

1. The TSE facility is rented as is. Alterations to the facility are not permitted: pictures, trophies, lamps, furniture, and other day-to-day decorative accessories may not be relocated or removed from the Premises.

_____ Renter Initials

2. No nails, staples, screws, pins, tape or adhesives of any kind may be put into walls, ceilings or floors. No adhesive tapes including scotch, masking, and duct tape may be placed on any surfaces.

_____ Renter Initials

3. The usage of candles in centerpieces is permitted only with approval from TSE personnel. Candles may be used on buffet tables by caterers, but only when the table/candles are under their direct supervision.

_____ Renter Initials

4. No rice, confetti, birdseed, or other unapproved "celebration materials" shall be allowed inside or outside the facility. Please check with TSE if a certain material is unapproved.

_____ Renter Initials

5. No Drinks whatsoever allowed on the dance floor.

_____ Renter Initials

6. Set-up shall be part of the scheduled time unless previous arrangements are made.

_____ Renter Initials

7. No dance wax or compound, or any substance, may be spread on the floor.

_____ Renter Initials

8. If damage has occurred to the Premises, as determined by TSE, then a joint walk-thru of the Premises may be requested by TSE on the next business day following the event.

_____ Renter Initials

9. If damages to the facility prevent the next scheduled event(s) from occurring, Renter will be responsible for any and all refundable deposits that may be demanded by future Renter(s).

_____ Renter Initials

10. The EVENT CENTER building is a non-smoking facility. All smoking should be done outside the building, and the cigarette butts disposed of properly. Renter is responsible for picking up cigarette butts in the front of the building, around front door area and courtyard area after event. The use of Chewing Tobacco, snuff or any other smokeless tobacco product is strictly prohibited inside the EVENT CENTER. Receptacles for smokeless tobaccos, or "spit-cups" found in the Premises after an event will constitute immediate forfeiture of the entire damage deposit.

_____ Renter Initials

11. We at Top Spot Enterprises want your event to be memorable and as special as possible. We recognize that celebrations often include children and children will be children. We ask that parents be parents and supervise the children. Children should be kept from running, throwing food or other objects, standing in window boxes, on tables or chairs, hanging from or on doors. Children should at no time be allowed in the kitchen or bar areas, or outside if unsupervised. TSE shall not be responsible for injuries to unsupervised children. Renters shall be responsible for all damages incurred from children.

_____ Renter Initials

_____ Acceptance of All "Additional Conditions"