

THE LEBANON COURTHOUSE LLC

EVENT SPACE RENTAL AGREEMENT

LICENSE AND TERMS OF USE

THE LEBANON COURTHOUSE LLC (the “Courthouse”) is pleased to enter into this Agreement with _____ (“Renter”) on this ___ day of _____, 20__ (the “Effective Date”) for Renter’s use of the Facilities, subject to the following terms and conditions:

1. Limited, Revocable License

The Courthouse grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Dates, and during the Event Hours, subject to the terms and conditions as agreed upon below. Renter agrees to use the Facilities in accordance with the Additional Terms and Conditions attached as Exhibit B to this Agreement.

2. Fees; Deposits

Renter shall pay to the Courthouse _____ USD upon the execution of this Agreement for use of the Facilities, in accordance with the Application Form attached as Exhibit A to this Agreement (the “License Fee”). The License Fee includes a holding/damage deposit of _____ dollars(\$ _____ USD) (the “Deposit”) and a cleaning fee of ___ dollars(\$ ___ USD) (the “cleaning fee”). The Courthouse shall not reserve an Event Date and Event Time until Renter has tendered the holding/damage deposit at time of request and full License Fee at least thirty (30) days prior to an Event Date. Failure to tender the full License Fee at least thirty (30) days prior to an Event Date shall be grounds for the Courthouse to revoke this License. Upon such revocation, the Courthouse shall refund any tendered License Fee to Renter within thirty (30) days of such revocation, provided that Courthouse shall be entitled to retain the full amount of the Deposit, and neither party shall have any further rights and/or obligations hereunder.

3. Cancellations

Upon cancellation of a reserved Event Date and/or Event Time, Courthouse shall refund any tendered License Fee to Renter within thirty (30) days of such notice of cancellation, provided that Courthouse shall have the right to retain the Deposit. Notwithstanding the foregoing, the Renter will be entitled to a refund of exactly one half of the deposit amount if Renter provides notice of cancellation to the Courthouse at least thirty (30) days prior to the Event Date.

4. No Warranty

The Facilities are provided “AS IS”, “WHERE IS” and without warranty as to the suitability of the Facility for Renter’s intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such 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 Facilities to Courthouse in as good condition as when received by Renter, ordinary wear and tear excepted.

5. Indemnification

Renter agrees that it shall indemnify, defend and hold harmless the Courthouse and its employees, officers, trustees, and agents, 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 Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide Courthouse immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

6. Right of Entry

Courthouse, 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.

7. Revocation

This Agreement is freely revocable by Courthouse and, upon written notice from Courthouse to Renter, may be terminated at any time in the Courthouse's sole discretion.

8. Miscellaneous

A. ENTIRE AGREEMENT; GOVERNING LAW: This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supercedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of Alabama, without regard to its conflicts of law's and provisions.

B. NO AMENDMENT: No amendment or modification to this License shall be binding upon Courthouse unless same is in writing.

C. LICENSE ONLY: 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 venturer.

D. NO ASSIGNMENT: This Agreement is for the sole benefit of the Renter and the Courthouse, 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. ENFORCEMENT. Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by the Courthouse in enforcing this Agreement in the event Courthouse prevails in any such enforcement.

**Exhibit A to License and Terms of Use:
Event Space
Application and Reservation Form**

Brief synopsis and description of the Courthouse.

I. RENTAL REQUEST

REQUESTED EVENT DATE(S): _____

REQUESTED EVENT TIME(S): _____

II. FEE SCHEDULE

LICENSE FEE: \$ _____

OTHER FEES (Rental Equipment, etc.): _____ ()

III. TOTAL FEES

Total License Fee for requested Event Date(s): _____

Please Note; the total License Fee includes a \$ _____ Holding/Damage Deposit (REFUNDABLE following inspection of facility after event)

IV. CONTACT INFORMATION

All requests for use of the Facilities should be made to Wilson Realty through Beau Wilson 256-845-1530, and are subject to (a) availability; (b) payment in full of the License Fee pursuant to Section 2 of the License and Terms of Use, and (c) execution of the License and Terms of Use.

Exhibit B to License and Terms of Use: Additional Terms and Conditions

Use of Facility

1. The Facility is available for rental by parties or groups unaffiliated with the Courthouse, provided that those associated with the Courthouse shall have priority in terms of scheduling.

Event Rules and Regulations

1. CATERERS: To ensure service quality and preserve the integrity of the Facility, outside staff such as caterers, waiters, and bartenders must be approved by the Courthouse. All caterers are required to adhere to specific rules set down by the Courthouse, and shall sign and execute the License and Terms of Use.

2. GUEST LIST: For Security Reasons, we ask that a guest list with the names of those planning to attend an event be submitted to Beau Wilson two days before Event Date.

3. ALCOHOLIC BEVERAGES:

a) Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Alabama as long as the Renter abides by the following rules:

- i) Renter shall take full responsibility for and hold THE LEBANON COURTHOUSE LLC harmless from ALL liability arising from the serving and consumption of alcoholic beverages;
- ii) If caterers are to serve or provide a bartender to serve alcoholic beverages, the caterer shall provide to the Events Office a certificate of insurance evidencing a Liquor Liability Policy at least seven days prior to Event Date.

4. MUSIC/ENTERTAINMENT: Arrangements for entertainment or music must be approved by the Rental Agent.

5. NO SMOKING: THE LEBANON COURTHOUSE LLC is a smoke-free environment. Smoking is prohibited in all areas of the building at all times.

6. VENDORS: A list of all outside vendors, caterers, musicians, photographers, and any other outside professionals must be submitted to Beau Wilson one week before the Event Date.

7. EQUIPMENT: If Renter plans to hold a seated/dinner event, (s)he must use Courthouse's tables and chairs when applicable.

By signing below, you agree that you have read, understood and agree to be bound by the terms of this Agreement.

THE LEBANON COURTHOUSE LLC

By: _____ Date: _____
Beau Wilson, Rental Agent

RENTER

By: _____ Date: _____