



Name: First Client Full Name

THIS AGREEMENT made on this date Feb 08, 2023 between **Posh Venue, LLC** whose business address is 5353 North Henry Boulevard, Suite 103 Stockbridge, GA. and First Client Full Name. The parties agree as follows:

Space Rental

Owner hereby grants a limited and revocable permission to (Renter) First Client Full Name to use Posh Venue LLC (owner) during the date & hours specified under this agreement: Answer.

Fees

Renter shall pay to Owner a total fee of \$ Total Price for the use of the Space.

Total Fees include:

Building Cost: \$

Refundable damage/cleaning deposit: \$300 for Posh Venue I OR \$200 for Posh Venue II *
(If venue rules are followed)

Security/Admin: \$100 (for evening events only)

Sanitation fee: \$75

Venue Rental Retainer

Renter shall pay to Owner a 50% retainer of total price events upon the execution of this Agreement. Renter shall pay to Owner the remainder of the full rental rate 30 days prior to event. The owner shall hold the date and time for your event after the retainer is received. The retainer is nonrefundable.

If event is less than 30 days away, full payment is due at the time of booking. *Note: for any packages (i.e. All Inclusive packages/wedding package) that require design/décor services, a rush fee may apply.

Disclaimers

The Space shall be provided by the Owner as-is and Owner make no warranty regarding the suitability of the Space for Renter's intended use.

Use of Space: The Renter is authorized to use the Space to hold the Event, and for no other purpose.

Use of Candles: All candles must be within a vase or enclosure. Wax from candles causes holes in linens/furniture; this does not constitute normal wear and tear—it is damage. You will be responsible for repair or replacement of damaged items (at the owner's discretion).

No confetti or glitter is allowed.

The use of cigarettes, e-cigarettes, Hookah and vaping is strictly prohibited. The use of illicit drugs (including marijuana) is strictly prohibited anywhere on the premises, including parking lots, and will result in immediate termination of the event without a refund. The local policing authority may also be called.

Do not place anything on the walls, ceilings, or doors (no tape, tack, pins, etc.) No floor installations are allowed without consent of the owner. No sparklers or fireworks allowed. Cold sparklers may be allowed with consent of the owner.

Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.

Condition/Damages

After the completion of the Event, the Renter shall leave the Space in the same general condition as received from the Owner. Renter shall be responsible for any damage caused by the Renter's use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense. Some or all of the damage deposit amount will be used towards the repair. If damage is more than the damage deposit, renter is responsible for the repair and/or payment beyond the deposit. Legal action will be taken if necessary.

Cleanup

Renter is responsible for cleaning of the venue after the event (unless the renter chooses a package that includes cleaning). Renter agrees to the cleaning guidelines (attached and listed on the website). Renter will clear all trash generated at the Event and deposit it in the proper waste receptacles. Tables & chairs will be cleaned and placed as directed by owner.

Should the cleaning guidelines not be followed completely, a cleaning fee of \$250 will be assessed and/or the amount of time taken to clean will be deducted from the deposit and/or pursued legally. The renter has the option to pay the \$250 cleaning fee in lieu of the cleaning checklist (except for clearing all trash & food items at the Event and depositing it in the proper waste receptacles).

Right of Entry/Monitoring

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space. Owner will monitor the premises through cameras or other digital devices (video/audio). A representative from the company may be present during some or all of the event to monitor activities. CHILDREN: Children should be supervised at all times for their safety. An adult 21 years or older must be present during the event with teens.

Termination

The Owner has the right to terminate the Event (without a refund):

(1) If the Renter does not make payments as outlined in contract

(2) if the Renter or renter's guests are not following rules, become disruptive (as deemed by the owner), are disrespectful to staff or employees of other establishments near the venue, and/or interfere with the business of other establishments (i.e. loitering outside of the venue, blocking their entrance).

Indemnification

Renter hereby indemnifies and holds harmless Owner 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 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 Owner 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.

Revocation

Owner shall have the right to revoke the event at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the event prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Cancellation

Renter may cancel the Event by notifying owner in writing 30 days or more before the Event date. An event may be rescheduled once (within three months of the original date).

If the event has not been paid in full prior to cancellation, and the price of the package/rate changes, the renter will be responsible for the new price. Events requiring rescheduling due to no fault of the venue or renter (an event of nature, pandemic, fire, flood, etc.), which requires the venue to close or become unusable, can be rescheduled for up to one year.

Refund

The venue is reserved once the retainer is made. All further offers for that date and time are rejected. Therefore, all payments are nonrefundable.

Assignment

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

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Georgia, without regard to conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire agreement between Renter and Owner 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 THEREOF, the Parties have caused this Agreement to be executed the day and year first above written. You are responsible for reviewing and following the cleaning guidelines and Day of Event paperwork. You may not enter the building without full payment, without signing the contract and/or without sending an approved form of identification. ****Payment of Deposit serves as agreement to this contract, whether signed or unsigned.**

* Signature required

* Signature required