

EVENT SPACE RENTAL AGREEMENT
FOR
ATLANTIC BEACH BREWING COMPANY

THIS AGREEMENT (the "Agreement"), made as of this ____ day of _____ 2019 is by and between Atlantic Beach Brewing Company (the "Owner"), whose business address is 725 Atlantic Blvd., Suites 3 & 15 Atlantic Beach, FL 32233, and _____ (the "Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use Owner's space (name event)_____.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** Owner hereby grants to Renter a limited and revocable license (the "License") to use the following space: Private Event Tap Room (the "Space"). The License permits Owner to use the Space only on the Event Date, during the hours specified below, and only for the purposes set forth in this Agreement.
2. **Event Date.** The Event shall be held on _____ between the hours of _____ and _____. Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior permission from Owner.
3. **Fees.** Renter shall pay to Owner a **Total Fee** of \$_____ (the "Rental Fee") + **7% tax** for the use of the Space. Included in the total Rental Fee shall be a **50% Deposit (+ 7% tax)** \$_____ (the "Deposit"), which must be paid to Owner upon the execution of this Agreement. Owner shall have no obligations under this Agreement until the Deposit is paid in full. **The remainder of the total Rental Fee is due in full by the Event Date** which is _____ (the "Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Owner shall have the right to revoke the License and to keep the full amount of the Deposit.
4. **Change of Date and Cancellations.** If Renter cancels the reservation for the Event within seven days of the Event Date, Owner shall refund to Renter the Rental Fee, but Owner shall be entitled in this case to retain the Deposit. A change of date request by the renter must be received by Atlantic Beach Brewing Company at least one week in advance of the scheduled event. If the request for a change of date can be accommodated, a \$25.00 rescheduling fee will apply. If for any reason a private event should have to be cancelled, cancellations must be made 72 hours prior to the scheduled event and Deposits shall be retained by Atlantic Beach Brewing Company.

5. **Condition of Premises.** Aside from the specifications set forth above, the Space shall be provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred. Renter is responsible for having the property and furnishings of Atlantic Beach Brewing Company returned to their pre-rental condition, including cleanliness at the conclusion of the event. This includes all trash being collected and put into a trash bin. Atlantic Beach Brewing Company furniture and/or its displays may only be moved at the discretion of the Atlantic Beach Brewing Company staff.

6. **Right of Entry.** 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.

7. **Indemnification.** Renter hereby indemnifies and holds harmless Owner, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' 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.

8. **Permitted Use.** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Owner gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Owner's property void, or which may result in increased insurance premiums for Owner with respect to the Space or any other of Owner's property.

9. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 9 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Owner, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

10. **Alcohol.** No liquor or outside wine/champagne is permitted on the Atlantic Beach Brewing Company premises including, but not limited to, the parking lot and side walks. Renter acknowledges that the Atlantic Beach Brewing Company staff reserve the right to terminate the event if liquor is found on the premises with the renter or one of the renter's invited or uninvited guests. This will result in the immediate termination of the event. If the event is cancelled due to

a violation of this provision, renter will be held responsible for all fees and responsibilities associated with this event as agreed upon liquidated damages for renter's breach. Atlantic Beach Brewing Company reserves the right to terminate alcohol beverage service at any time if our policies are being abused or state and/or federal liquor laws are being violated.

11. **Minors.** For all events, all children under 18 years old must be supervised by a responsible adult at all times in order to ensure that they do not in any way harm themselves or damage the premises. The Atlantic Beach Brewing Company staff reserve the right to terminate an event due to the lack of supervision of minors or to have a minor removed from the property if these guidelines are not followed or if in their opinion there is a security risk. Alcohol beverages may not be handled or consumed by anyone under 21 years of age.

12. **Form of Payment.** *All rental fees may be paid for by check, cash or credit card. Group tabs must be paid with cash or credit card.*

13. **Revocation.** Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License 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.

14. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party's assets, or is pursuant to a sale of a Party's business, then no consent shall be required. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party's assets or pursuant to a sale of the business, then written notice must be given of such transfer within 10 days of such assignment or transfer.

15. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

17. **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.

18. **Gratuity.** Atlantic Beach Brewing Company will add a 20% gratuity on Group **Beverage** Tabs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

RENTER

OWNER/MANAGER

Signature

Signature

Print Name

Print Name

Renter Phone number:

Title

Renter Email address:

Notes/Changes _____

_____ Renter's initials after changes

_____ Manager's initials after changes

