

THIS AGREEMENT is made on this date x-xx-21 between Kayaneh's Sunset Ranch, LLC whose business address is 1690 Stockmar Road Villa Rica, GA. and \_\_\_\_\_.

The parties agree as follows: Kayaneh's Sunset Ranch hereby grants a limited and revocable permission to (Renter) \_\_\_\_\_ to use Kayaneh's Sunset Ranch Lodge x-xx-2021 during the date & hours specified under this agreement: x pm-x am.

Event: The Renter shall hold the following Event: Party. Renter is authorized to use the Space to hold the Event, and for no other purpose. Fees Renter shall pay to Owner a total fee of \$XXX for the use of the Space. Total fees include building cost of \$XXX and refundable damage deposit of \$250.

Venue Rental Deposit: Renter shall pay to Owner a 50% deposit of total price upon the execution of this Agreement. Renter shall pay to Owner the remainder of the full rental rate 30 days prior to event.

Space Specifications: Owner grants to Renter the following amenities at the Space: tables, chairs, linens, and any additional items as requested and paid for.

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.

Condition/Damages: After the completion of the Event, the Renter shall leave the Space in the same 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 the 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. Event center should be in the same general condition after event as it was before the event.

Cleanup: Renter is responsible for general cleaning of the venue after the event and agrees to the cleaning guidelines (attached). Renter will clear all trash generated at the Event and deposit in the proper waste receptacles on site. Tables & chairs will be cleaned and placed as directed by owner. ATTENTION: If glitter is used, you must sweep & mop all of it up or you will be charged the time it takes to clean it up. Should trash (i.e. decorations, food) be left, a cleaning fee of \$200 will be assessed and/or the amount of time taken to clean will be deducted from the security deposit and/or pursued legally. The renter has the option to pay the \$200 cleaning fee in lieu of the cleaning checklist (except for clearing all trash generated & food items at the Event and depositing it in the proper waste receptacles on site).

Right of Entry/Monitoring/Termination 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 may monitor the premises through cameras or other digital devices. The use of drugs, cigarettes, e-cigarettes and vaping is strictly prohibited and will result in immediate termination of the event without a refund.

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/Refund: All payments are nonrefundable. Renter may cancel the Event by notifying owner in writing two weeks or more before the Event Date. An event may be rescheduled once (within three months of the original date) if the cancellation occurs at least two weeks prior to the event date. Events requiring rescheduling due to no fault of the venue or renter (an event of nature, pandemic, etc.), can be rescheduled for up to one year.

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.

\*\*Payment of Deposit serves as agreement to this contract, whether signed or unsigned.

RENTER Name: \_\_\_\_\_ Renter Signature:

\_\_\_\_\_ Date: x-xx-2021 Address:

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