

THE CELEBRATION STUDIO- RENTAL TERMS AND CONDITIONS CONTRACT AGREEMENT

CONDITIONS OF RENTAL AND USE OF VENUE

A. BOOKINGS:

1. Bookings for The Celebration Studio are accepted on a first-come, first-serve basis only. A signed Rental Terms and Conditions Contract Agreement, Event Information Application, Assumption of the Risk and Waiver of Liability Relating to the Coronavirus/COVID-19 and deposit are required to officially book a date and have your event placed on our schedule.
2. The venue is not considered booked by the renter on the date/time that the renter requested until said renter has completed and signed all mentioned paperwork electronically and paid deposit/and or rental fee as stated in The Celebration Studio Rental Agreement Payment Form. Once all the items above have been submitted and verified, a copy of your receipt will be sent to you from The Celebration Studio confirming your booking.
3. A person who is at least twenty-one (21) years of age must sign this agreement.
4. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
5. Under no circumstances shall renter sublease or allow any other organization or individual to use the venue for the period for which the renter has contracted.

B. RENTAL FEES AND RENTAL DEPOSIT FEE:

1. The rental deposit fee and rental fee for your specific event are stated on the Rental Agreement Payment Form that is attached to the original booking email sent to you from The Celebration Studio. Please note that we will tentatively hold the date you requested for 48 hours only. This will allow time for you to review and fill out all the necessary paperwork electronically, as well as submit your rental deposit and/or payment (if the event is within 30 days) in order to secure your booking.
2. If the paperwork is not completed and the rental deposit and/or payment is not submitted within that time, then your event will not be placed on our schedule and the booked date will be released.
3. The rental fees are stated below:

HOURLY RENTAL:

Friday, Saturday or Sunday + Holidays

One (1) Hour/First Hour - \$75

Additional Hours - \$75 per hour

All bookings on Saturday, Sunday or Holidays require at least a 3-hour minimum rental.

Monday through Thursday (Excluding Holidays)

One (1) Hour/First Hour - \$60

Additional Hours - \$60 per hour

HALF-DAY RENTAL:

Half-Day Rental (12) Hours - \$600

The fee for an all-day EVENT rental is \$600.00 for a 12-hour period.

DAILY RENTAL:

Friday, Saturday or Sunday

All-Day Rental (24) Hours - \$750

The fee for an all-day EVENT rental is \$750.00 for a 24-hour period.

4. The rental deposit fees are stated below and are due within 48 hours upon booking.

If renting the facility on an hourly basis, a non-refundable rental deposit which goes toward the first (1) hour's rental (Monday through Thursday, excluding holidays = \$60) and (Friday, Saturday and Sundays, including holidays + \$75) which goes towards the first hour of rental is due within 48 hours upon booking.

If renting the facility on a half-day or daily basis, a non-refundable rental deposit of \$100.00 is due within 48 hours upon booking.

5. If the event is within thirty (30) days prior to the rental, the entire rental amount is due upon signing of the rental contract.

C. Rental Fee Balance

1. The remaining rental fee balance is due within 30 days of your event date.

2. The Celebration Studio is not required to send payment reminders.

3. If the remaining rental fee balance is not paid within 30 days of your event date, your event will be placed on HOLD and The Celebration Studio reserves the right to cancel your booking at any time without a deposit refund.

4. A \$5.00 per day past due balance late fee is strictly enforced and automatically accrues to the rental fee balance. (For example: Rental Fee Balance is 5 days late = \$25.00 late fee.)

5. For events placed on HOLD, the scheduled event will not be allowed to take place until the entire rental fee balance plus late fees are paid in full.

D. PAYMENT OPTIONS:

1. Cash, check, money order or Venmo @thecelebrationstudio is accepted, whichever you prefer.

2. If paying with cash or check, payment can be dropped off at The Celebration at your convenience and placed in our drop box located on the back of our building next to the door. If you prefer to drop off your payment in person, a date/time can be scheduled for you to come into the studio.

3. If mailing a check, our address is The Celebration Studio 7718 Alexandria Pike Alexandria, KY 41001.

4. If paying via check, it must be made payable to The Celebration Studio.

5. No third-party checks shall be accepted. The name and address on the check issued for all payments shall be as it appears on the Rental Agreement.

6. All returned checks will result in a \$35.00 return check fee.

7. If using Venmo, it sometimes asks for the last four digits of our registered cell number which is 5812. The Venmo QR code is also located below.



E. PAPERWORK:

1. A Rental Terms and Conditions Contract Agreement must be filed by the renter by completing and submitting this form and signing with proper signature.
2. An Event Information Application must be filed by the renter by completing and submitting the Event Information Application and signing with proper signature.
3. An Assumption of the Risk and Waiver of Liability Relating to the Coronavirus/COVID-19 must be filed by the renter by completing and filling out the Assumption of the Risk and Waiver of Liability and signing with proper signature.

F. ADDITIONAL FEES:

1. Any person or agency holding a reservation for the use of the facility and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
2. The Renter must leave the facility and the grounds in the condition in which it they found it. Renter may request a tour of the building and a review of its contents prior to the event in order to verify the condition of the building and its contents.
3. Any damage or loss occurring to the building or its contents shall be the responsibility of the Renter and shall be paid to The Celebration Studio immediately upon request. This may include the cost of time spent by any employee or contractor (including materials) needed to clean or repair the premises.
4. In the event that extraordinary clean up must be performed, Renter shall be charged for any and all janitorial and/or repair fees incurred by The Celebration Studio as a result of same and these fees shall be billed to Renter. Extraordinary clean-up is at the discretion of The Celebration Studio.

G. REFUND/CANCELLATION POLICY:

1. Deposit and/or rental fees are non-refundable, non-transferable and cannot be used to book another event date.
2. No refunds of any type will be given if the contract is terminated by actions of renter, their agents, employees or persons attending the event.
3. No refunds of the deposit and/or rental fees thereafter will be refunded if event is canceled by the renter, as your agreement to rent The Celebration Studio may cause the loss of additional bookings or business.
4. After the signing of this AGREEMENT, but before or during the time the venue is rented, if The Celebration Studio should be materially hampered, interrupted or interfered with in the performance or completion of this AGREEMENT by reason of fire, casualty, black-out, unavoidable accident, riot, war, act of God or any local or national emergency or unusual condition or any other cause of the same or similar kind, then in that event, this agreement, at the option of The Celebration Studio, shall become null and void and renter shall not be entitled to any use of said venue. The rental deposit and/or rental fee shall be returned subsequent to any of the aforementioned events.
5. If circumstances beyond the control of The Celebration Studio force us to cancel your event all deposits and/or rental fees previously paid by the renter to The Celebration Studio will be returned to the renter within thirty (30) days.

H. CORONAVIRUS/COVID-19 REFUND POLICY:

1. If The Celebration Studio is required to shut down or operate at reduced capacity due to a mandate set forth by the government, all deposits and/or rental fees previously paid by the renter to The Celebration Studio will be refunded or we will work with you to reschedule your event at a later date.
2. If you voluntarily choose to cancel your event of your own volition due to the Coronavirus/COVID 19 or for any reason at any time and there is not a government mandate requiring the venue to be shut down or operate at reduced capacity on the date of your event, your deposit and rental fee will not be refunded.
3. If you voluntarily choose to cancel your event of your own volition due to the Coronavirus/COVID 19 or for any reason at any time and there is not a government mandate requiring the venue to be shut down or operate at reduced capacity on the date of your event, rescheduling your event at a later date using previously paid deposit and/or rental fees is not an option.

I. ALCOHOL:

1. Alcohol is permitted inside the facility. No alcohol is permitted outside The Celebration Studio. All drinks and containers must be kept inside the facility.
2. The Celebration Studio is not liable for the consumption, over consumption, underage consumption, or injury/death caused by the consumption of alcohol by guests on the premises. Alcohol consumption by guests is the sole responsibility of the renter.
3. All renters must be over the age of 21 years old to be allowed to host an event at which alcohol is served. Minors (under the age of 21) will be allowed to attend events serving alcohol, as it is the

responsibility of the renter to keep alcohol out of the reach of minors. Absolutely no minors will be allowed to consume alcohol on the premises, no exceptions.

4. Unless otherwise noted in rental agreement, all events at The Celebration Studio are Private Events (not open to the public). For all private events, no alcohol is allowed for sale to guests, renters are allowed to bring in their own alcohol for guest consumption.

5. For both private and public events, if alcohol service is provided by a caterer or bartender (i.e. open bar, cash bar, drink tickets, etc.) said caterer or bartender must be licensed to serve alcohol in the state of Kentucky. Proof of licensure and insurance required minimum of 7 days prior to event date.

J. SMOKING:

1. There is a zero-tolerance no-smoking rule at The Celebration Studio. No persons shall smoke or vape inside of the premises or in front of the building. This includes but is not limited to cigarettes, cigars, pipes, marijuana, and e-cigarettes.

2. There is a cigarette disposal unit in the back of the building for smoking guests, however, the renter is responsible for cleanup and removal of butts left on the ground, driveway, grassy areas or in the parking lot.

K. VENDORS:

1. Renter may furnish his own music, DJ, catering, etc.

2. Music may only be played inside the premises. Excessively loud music is not allowed.

3. Vendors are required to have a current city occupational license and carry liability insurance with a limit of \$1,000,000. It is the renter's responsibility to verify licensing credentials before the event.

4. Limited kitchen facilities are available. We do not have an oven, stove or ice machine.

5. It is the renter's responsibility to clean up or verify that the vendors clean up the food serving areas before leaving the premises.

L. SET UP / CLEAN UP / CLOSING:

1. Set-up, including arrival, bringing items inside the studio, decorating, etc. and clean-up, including break-down, taking items out of the studio, etc. are only permissible during the hours you have booked at the studio as stated on the Rental Agreement Payment Form. Please note that any additional time you need for setup, decorating, and take down MUST be included in your reservation time. If you wish to arrive earlier or stay later, you must reserve and pay for the additional time you need up front.

2. The Celebration Studio staff will put up tables and chairs in advance of your arrival. Typical set-up includes six 8 ft. tables and 48 chairs set-up with three tables located on each side of the room. If alternate seating and table arrangements are desired, a request from the renter must be presented to and finalized with The Celebration Studio two weeks prior to the event.

3. Additionally, two 6 ft. tables, a card table, a small wood table and display shelf are set up for food, drinks, gifts, etc.

4. An extra 4 ft. folding table and more chairs are also available if needed.
5. Kitchen amenities include a sink, microwave, coffee maker & small refrigerator, as well as a kitchen island and bar/serving area. Standing and tabletop galvanized bins for drinks and ice are also available for your use.
6. The maximum seating capacity for the studio with tables is 50 people. No exceptions will be made.
7. Upon arrival, a staff member of The Celebration Studio and the renter will conduct a walk-through of the venue for inspection of overall facility condition. The renter will be required to indicate any concerns with the facility observed prior to the start of the rental, note them on the pre-event checklist and sign off on the check-list to acknowledge the inspection. A copy of the pre-event checklist prior to your event date can be emailed to you at your request.
8. Renter shall be responsible for all clean-up of the facility after the event at the end of the rental and must leave hall in same condition per their arrival.
9. The renter is responsible for cleaning and wiping off all tables, chairs, countertops and removing all items personally brought in by the renter or guests.
10. The renter is responsible for picking up, bagging, and putting all trash generated by all activity in any way connected with its use of the facility in the proper receptacle, leaving the facility clean and free of all trash and litter.
11. At the end of the event and prior to departure, a post-event checklist must be completed by the renter which requires check off of each item on the list to indicate the task has been completed and an inspection of the facility has been carried out by the renter. The renter is required to sign off on the post-event checklist to acknowledge that the tasks were completed and the inspection was performed. A copy of the pre-event checklist prior to your event date can be emailed to you at your request.
12. RENTER and GUESTS shall vacate the premises at the time outlined on the Rental Agreement Payment Form7. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by The Celebration Studio as a result.

M. DECORATING GUIDELINES & RESTRICTIONS:

1. Decorations that include live flame, such as lit candles on tables/bar/serving areas or sparklers are not permitted due to fire code safety. Birthday candles on cakes, cupcakes, etc. are acceptable.
2. To affix decorations to the wall, painting tape ONLY is permitted.
3. Tacks, staples, nails, hooks, putty, scotch or other tape, command strips, etc. or anything that will damage the walls, windows, doors, ceilings, lights, bulletin boards or floors ARE NOT allowed.
4. Decorations or other materials may not be attached to lights or light panels in ceiling, air vents or fire exit signs.
5. The following are strictly prohibited: no animals, no bird seed, rice, silly spray, confetti or glitter. Fog machines, pyrotechnics, displays or props involving water, and other special effect equipment with potential for fire or water damage are prohibited are not permitted.

6. If you wish to remove any wall decorations, table or other décor that is currently displayed in the facility, you may do so. Storage is available for items in the storage tub under the table that is below the large cork board on the back wall or in the downstairs storage closet. Items must be put back in their original location prior to you leaving the facility.

7. Linens and extra tables can be brought into the space by the renter, if needed, but are not provided by the Celebration Studio.

N. MISCELLANEOUS:

1. No rentals will be permitted between the hours of 1:00 AM and 7:00 AM.

2. Outside doors must remain closed during the event – they may not be propped open.

3. No balloons, signs, etc. may be placed on our mailbox along the roadway by US 27.

4. A private parking lot for renters and guests of The Celebration Studio is located in the lot behind our building or going up and down the far side of our driveway. We do not own the lot next door to us and parking is not permitted there, so there is a possibility that vehicles could be towed if parked over there. Renters and guests must also make sure not to block the driveway coming up or down the hill to the back lot or the entrance/exit to the driveway.

5. Parking is limited, so please encourage guests to rideshare.

6. Any vehicle parked on the property after the booked event time without prior notice to The Celebration Studio will be considered abandoned, and may be towed at the owner's expense.

7. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.

8. Gambling of any kind is not permitted at the facility.

O. INDEMNIFICATION, LIABILITY AND INSURANCE:

1. Renter shall indemnify, defend, and hold harmless, The Celebration Studio, its owners, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property.

2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the facility and adjoining property to The Celebration Studio, in writing and as soon as practicable

3. RENTER hereby agrees to indemnify The Celebration Studio for any damage done by RENTER or guests, agents, servants or employees of the RENTER or its caterer to the premises rented herein. RENTER also agrees to save, hold harmless, indemnify and defend The Celebration Studio, its representative and assigns, from any and all claims arising under this AGREEMENT, including but not limited to claims arising from the dispensing of alcoholic beverages, as well as for personal injuries or property damage which may be brought against The Celebration Studio, its representatives or assigns, for injuries out of the activities of RENTER, their guests, agents, servants or employees.

4. The Celebration Studio's insurance does not protect either the RENTER or the RENTER's guests, agents, servants and employees or the caterer from claims arising out of the RENTER's use of the rented premises. RENTER is strongly advised to consult with RENTER's legal counsel and insurance agent to determine both liability exposure and insurance protection available to RENTER when hosting the event for which the premises are being rented. This statement should be considered whether or not alcoholic beverages are served.

P. UNDERSTANDING & COMPLIANCE:

I, the RENTER have read the above AGREEMENT I, take full responsibility of myself and the guests attending my event and agree to comply with all terms and conditions in full. Non-compliance will result in immediate termination of the AGREEMENT, closing of the hall and removal of the guests from the premises at the option of The Celebration Studio, and forfeiture of the rental fee.