



Rental Agreement

The Harbor Club
1111 Polo Circle,
Greensboro
GA 30642
(706) 453-9690

Renter:

Address:

Contact:

Email:

FACILITY USE AGREEMENT This Facility Use Agreement (this "Agreement") is made between The Harbor Club, and _____ ("Renter").

WHEREAS, The Harbor Club maintains a facility known as " _____ " in the Harbor Club located at 1111 Polo Circle, Greensboro Ga 30642 that operates as an event space in Greene County, Georgia; WHEREAS, the facility maintains structures on its premises primarily for purposes related to hosting of events (the "Stables"); and WHEREAS, Renter desires to utilize the Harbor Club Stables for the limited and temporary purpose of an event; and WHEREAS, The Harbor Club agrees to such use, pursuant to the terms and conditions stated herein. NOW, THEREFORE, in consideration of the foregoing premises and the agreements set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Date of Facility Usage. The harbor Club shall allow Renter access and use of the facilities on the following date(s): _____ main wedding facilities _____ on _____ - _____ from 9:30am (date) to 11:30pm (date). Music must end by 10:15pm.
2. Deposit. Facility User shall pay a refundable damage deposit of \$500 along with 50% of the rental fee (non-refundable) to reserve the date of use identified above.

FOR MORE INFORMATION: Gilly Francis: 941.716.2767 · Gilly@harborclub.com



Rental Agreement

3. Payment. The consideration for the Renter's use of the Facility is \$ _____ for the structures and facilities listed in section 1. The total fee is based on The Harbor Clubs out-of-pocket costs to provide the facility for use. Such, if any, initial payment is due at the time this Agreement is signed.

Payment Schedule is as follows:

- i. 50% of the rental fee(non-refundable) plus a refundable damage deposit. Damage deposit is held and returned within 14 days after the event if no damage occurred to the property.
- ii. 50% 90 days before the event

4. Use. Renter shall use the Facility for the purpose of a _____, and no other purpose. The user must follow all guidelines in the venue policies and procedures (including hiring of a coordinator, licensed and insured vendors, etc).

5. Inspection of Facility/ "AS IS." Facility User has inspected the Facility and acknowledges that it is suitable for the intended use identified herein and accepts the Facility in its current condition "as is." Renter acknowledges that the Facility and surrounding premises are in good order and repair.

6. Assumption of the Risk. Renter acknowledges that the Facility and surrounding premises are located within a private club. Renter agrees to stay within the limited area surrounding the Facilities that are the subject of this agreement and as may be indicated by applicable signage and to not allow its guests to access the surrounding area.

7. Alterations. Renter shall not, without first obtaining the written consent of The Harbor Club management, make any alterations, additions, or improvements in, to, or about the Facility or surrounding premises.

8. Assignment. Renter shall not assign this Agreement or sublet any portion of the premises without prior written consent of The Harbor Club management. Any such assignment or subletting without consent shall be void.

9. Entry. Renter or its agents may enter upon the premises at any time during Renter's use of the Facility to inspect the Facility and surrounding premises.

10. Personal Property. a. Personal property of the Harbor Club may not be used without prior permission b. The Harbor Club shall not be held responsible for the loss or theft of any personal property of the Renter or the Renter's guests or invitees.



Rental Agreement

11. Prohibitions. The following items are strictly prohibited and NOT allowed in the Facility or surrounding premises: Illegal drugs or substances, weapons, fireworks, explosives of any kind, personal campfires, or fire pits, Confetti, rice, bird seed, etc.
*Note: Alcohol is only allowed at any venue on club property through the Harbor Club.
12. Indemnification of lessor. Renter shall indemnify, defend and hold harmless The Harbor Club and each of its successors and assigns (the Harbor Clubs Indemnitees") from and against, and shall reimburse the Facility Indemnitees for all suits, claims, demands, actions, causes of action, losses, costs, assessments, judgments, damages, or expenses (including without limitation any fines, penalties, punitive damages, and reasonable fees and disbursements of counsel and other expenses incurred investigating or defending any of the foregoing or enforcing this Agreement) (collectively "Losses") imposed upon or incurred by any of the Facility Indemnities, directly or indirectly, and whether or not the result of any third party claim, resulting from or arising out of or with respect to Renter or its guests or invitees' use of the Facility or surrounding premises.
13. Insurance. Renter, at its sole cost and expense, shall maintain adequate liability and property damage insurance in connection with its use of the Facility, and shall name The Harbor Club as an additional insured on such insurance policy.
14. Termination. This Agreement may be terminated by mutual agreement of the parties. This Agreement may also be terminated unilaterally by The Harbor Club if the payment as set forth in Section 3 is not paid in full by Facility User at least two (2) months prior to the use of the Facility.
15. Supervision of Children. No fewer than two adults should be present at all times when children are present. Adult supervision of children is required at all times both inside the Facility and in the surrounding premises.
16. Heirs, Assigns, Successors. This Agreement is binding upon and inure to the benefit of the heirs, assigns and successors in interest to the parties.
17. Postponement/Event Date Change. If "Renter" decides, for any reason, to postpone or change the date of the Event, official notice must be given in writing and the following terms shall apply: In order for the venue to consider applying the deposit and any subsequent payments toward an alternate date, "Renter" must select and notify the venue of a new event date within sixty (60) days of receipt of the written notice from "Renter" of the postponement/change of date and the new date must be within three hundred sixty-five (365) days from the original event date. If the venue is able to accommodate the new date, a two hundred- and fifty-dollar **(\$250.00)** rescheduling fee will be due in order to amend the Agreement to include the new date.

Rental Agreement

If "Renter" fails to select a new event date within the 60-day period following notice of the postponement/change of date, the new date is more than 365 days from the original Event date or the venue cannot accommodate the new date selected by "Renter", this Agreement shall terminate and the venue shall be entitled to retain all payments received except the damage deposit identified in this Agreement regardless of when the written notice was received, as well as any subsequent payments made by "facility user" prior to receipt of the notice of postponement/change of date.

The Parties acknowledge and agree that (i) the fees stated in this section represent a reasonable pre-estimate of the losses that would be suffered by the venue in the event of a termination of the Agreement as a result of an event date change or postponement, (ii) that losses suffered in the event of a termination of the Agreement as a result of an event date change or postponement are difficult to estimate accurately ahead of time and (iii) the fees are compensatory in nature and not intended to be punitive.

18. Cancellation. In the unfortunate event that "Renter" decides to cancel or call off the Event for any reason, or should "Renter" terminate this Agreement without cause, official notice of termination of the Agreement due to the cancellation of the Event or termination by "Renter" without cause must be given in writing and the following terms shall apply: The venue shall be entitled to retain the is payment Fee identified in this Agreement regardless of when such notice is given, as well as any subsequent payments made by "facility renter" prior to receipt of the notice of termination. In addition, (A) if the notice of termination is received less than ninety (90) days prior to the Event date, "Renter" shall be responsible for fifty percent (50%) of the remaining balance of the Fee due within five (5) business days of receipt of the written notice of termination or (B) if the notice of termination is received less than thirty (30) days prior to the Event date, "Renter" shall be responsible for one hundred percent (100%) of the remaining balance of the Fee due within five (5) business days of receipt of the written notice of termination. The Parties acknowledge and agree that (i) the fees stated in this section represent a reasonable pre-estimate of the losses that would be suffered by in the event of a termination of the Agreement due to a cancellation of the Event or termination by "Renter" without cause, (ii) that losses suffered by in the event of a termination of the Agreement due to a cancellation of the Event or termination by "Renter" without cause are difficult to estimate accurately ahead of time and (iii) the fees are compensatory in nature and not intended to be punitive.
19. FORCE MAJEURE. No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control that make performance impossible including, but not limited to, acts of God (such as hurricanes, earthquakes, flooding, snow or ice storms), pandemic, fire, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, terrorist acts, insurrections and/or any other cause beyond the reasonable control of the Party (including the failure to perform of any Vendor) whose performance is affected. Should the "Renter's" Event be canceled, postponed or otherwise adversely impacted as a result of a force majeure event, there shall be no refunds for payments already received, but the venue will use all reasonable efforts to work with "Renter" and offer an agreeable alternate later date, if necessary, subject to availability. Additional fees may be incurred because of a rescheduled event.



Rental Agreement

20. LIMITATION OF LIABILITY. The Harbor Club is not responsible for any Vendor's performance, or lack thereof, and "Renter" expressly agrees to waive any claims, demands or causes of action against the venue with respect to the goods or services of any Event Vendor, or other third-party recommendations made. The venue is not responsible for any items lost, stolen or damaged before, during or after the Event, including, but not limited to, personal property of "Renter" or any Event guests, gifts, cards, Event décor and property of Event Vendors, and "Renter" agrees to hold the venue harmless for any such loss.

Without limiting the foregoing, and notwithstanding anything to the contrary in this Agreement, "Renter" acknowledges the contagious nature of the novel coronavirus COVID-19 and voluntarily assumes the risk that "Renter" and/or any persons associated with "Renter" may be exposed to or infected by COVID-19 by attending or otherwise participating in the event and that such exposure or infection may result in personal injury, illness, permanent disability, etc. "Renter" understands that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of "facility user" and others, including, but not limited to, vendors and/or vendors' employees or other personnel. "Renter" voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to "Renter" and/or any persons associated with "Renter".

21. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Renter Signature

Date

Venue Representative Signature

Date

Rental Agreement

Venue Guidelines/Regulations

- Onsite disposal of fats or solid waste is prohibited.
- Candles in enclosed containers are allowed.
- Decorating is the responsibility of the Renter and must be approved by the management in advance of the event.
- Liability insurance is required for all events and the policy must name The Harbor Club and its officers and employees on the policy.
- Fireworks, Chinese lanterns, confetti, glitter, party poppers, rice and birdseed are not permitted.
- All deliveries must be coordinated with the venue representative.
- Vehicles are not permitted to drive on the grass.
- Smoking is prohibited in all buildings and in any tent structures. All items must be disposed of in trash containers. An additional fee will be added if clean-up is required.
- All live /entertainment/music must end by 10:15pm. Guests must vacate the property by 10:30pm, vendors by 11:30pm.
- All entertainment groups must provide their own power cords.
- All alcohol consumed on the Club property must be provided by the Harbor Club.
- Renter shall not occupy the site or any portion thereof, on any date/and or time other than those specified in the event date and time section.
- Renter is responsible for cleanup and removal of all decor, signs, table decor, immediately following the event.