

**RENTAL FEE (WeekDay)**

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$50/hr, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$50.00 with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. The balance of the Rental Fee shall be paid in full within 7 days of the event. To avoid a \$75 cleaning fee, please return the venue to the same condition in which it was found.

**RENTAL FEE (Weekend)**

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$75.00/hr, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$100.00 with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. The balance of the Rental Fee shall be paid in full within 7 days of the event. To avoid a \$75 cleaning fee, please return the venue to the same condition in which it was found.

**INDEMNIFICATION**

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

**"AS-IS" CONDITION**

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

Smoke-Free Facility: Creations Venue is a smoke-free facility. Although the building is equipped with fire sprinklers, the Studio is located in a potentially flammable historic building. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated. Creations Venue also has highly flammable art supplies. Original artwork can be damaged by smoke and the resulting damage would be very costly to replace or repair. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff.

**ASSIGNMENT AND SUBLICENSING**

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

## TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

## INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

## RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

**Catering, Cleaning, Trash and Equipment Removal:** Creations Venue will be in a clean condition prior to your event. Upon additional planning with Creations Venue , you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by Creations Venue. **Site Decoration:** Creations Venue wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renters to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items should be used on our walls, brick or fine wood. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged.

## OVERTIME

Events that extend 15 minutes beyond the contracted time period are charged the amount equal to one hour of rental time (based upon the departure of the last vendor)

45 minutes over equates to \$100, and each additional 30 minutes after one hour is \$100 per 30 minutes

15 minutes over= \$75

45 minutes over= \$100

60-90 minutes over=\$200

Each additional 30 minutes will be an additional \$100

### **CANCELLATION**

Lessee may cancel this Agreement at any time up to 30 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 29 and 11 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 10 days prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Ohio.