

SPECIAL EVENT AGREEMENT

THIS SPECIAL EVENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and among Stutts Properties, Inc., an Alabama corporation, as property manager for Shady Lane, LLC, an Alabama limited liability company, and _____ (“Customer”). Owner (as defined below), Property Manager (as defined below) and Customer are sometimes referred to herein as a “Party” individually, as the “Parties” collectively, and certain capitalized terms which are used herein this Agreement are defined throughout this Agreement.

RECITALS

A. WHEREAS, Shady Lane, LLC, as Alabama limited liability company (“Owner”), is the owner of certain real property located at 502 South Royal Avenue, Florence, Alabama 35630, which is commonly known as the Historic Sweetwater Depot (the “Event Venue”);

B. WHEREAS, Owner has engaged Stutts Properties, Inc., an Alabama corporation (“Property Manager”), to manage the rental and usage of the Event Venue;

C. WHEREAS, upon the terms and subject to the conditions of this Agreement, Owner, by and through Property Manager, is desirous of renting the Event Venue to Customer, and Customer is desirous of renting the Event Venue from Owner, by and through Property Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing facts and for other good and valuable consideration, the receipt and sufficiency of which hereby being acknowledged, the parties hereto agree as follows:

Section 1. Grant of Use. Subject to the terms and conditions of this Agreement, and in consideration of the payment of the fees and the performance of all the other obligations required under the terms of this Agreement, Property Manager hereby grants to the Customer the right and privilege to use the Event Venue on the following date, from 8:00 a.m. until 11:00 p.m., for the following purpose (the “Event”):

Date of Event:	
Start Time of Event:	
Purpose of Event:	
Bar Services Requested:	

Customer acknowledges that Property Manager is only renting the Event Venue to the Customer in order for the Customer to hold the Event, and agrees that the Customer, rather than Property Manager or Owner, is sponsoring, holding, giving, and/or conducting the Event solely for the benefit of Customer, its officers, agents, servants, employees, guests and/or invitees. All Events shall conclude promptly at 11:00 p.m.

Section 2. Pricing, Deposit and Payment.

a. Unless the Property Manager and Customer have otherwise agreed by written and signed addendum to this Agreement, the fee schedule for the rental of the Event Venue is as set forth in the following:

	Full Venue	Edison Ford Dining Room
Monday–Thursday	\$995.00	\$595.00
Friday	\$1,295.00	Not Available
Saturday	\$2,295.00	Not Available
Sunday	\$1,295.00	Not Available
*A \$250 bar setup fee will be added for Event’s in which alcohol is served		
**Includes up to twenty-five (25) tables and twenty-five (25) white linens		

b. Upon execution of this Agreement, Customer shall provide Property Manager with a nonrefundable deposit in the amount of fifty percent (50%) of the total cost for the rental of the Event Venue as set forth in the fee schedule above (“Initial Deposit”). Customer hereby acknowledges that the Event Venue is in high demand, further acknowledges that by signing this Agreement, Customer has precluded Property Manager from holding the Event Venue out for rent to others on the stated time and date, and further acknowledges that the damage Property Manager will incur in the event Customer fails or is unable to hold the Event will be difficult, if not impossible to calculate. Accordingly, in the event that Customer fails to hold the Event, or is unable to hold the Event on account of Customer’s breach of this Agreement, then in such event the Initial Deposit shall be retained by the Property Manager, not as a penalty, but as liquidated damages to compensate the Property Manager for these losses.

c. By no later than thirty (30) days prior to the date of the Event set forth in Section 1 hereof, the Customer shall (i) provide Property Manager with payment of the entire remaining balance of the total cost for the rental of the Event Venue as set forth in the fee schedule above, and (ii) provide Property Manager with an additional payment of five hundred dollars (\$500.00) which is to be held by Property Manager as a security deposit and used or refunded in accordance with Section 6 hereof (the “Security Deposit”).

Section 3. Food. Open flames and combustible materials are strictly prohibited from the Event Venue; therefore, the Event Venue is a non-cooking facility. The Customer may purchase food from an outside source to be served at the Event, but in no event shall any food be cooked, grilled, boiled, broiled or otherwise prepared in or upon the Event Venue. Customer acknowledges the foregoing, and agrees that a breach of the foregoing will result in the immediate termination of this Agreement and a forfeiture of all monies paid pursuant to this Agreement.

Section 4. Alcoholic Beverages.

a. Customer acknowledges that Owner is licensed to sell alcoholic beverages at the Event Venue, and agrees that the presence of any alcoholic beverages at the Event Venue, other than those that are purchased at the Event Venue, will result in the immediate termination of this Agreement and a forfeiture of all monies paid pursuant to this Agreement. All alcohol purchased for or at the event, whether by special order or otherwise, shall remain at the Event Venue.

b. In the event that Customer has indicated its desire for alcoholic beverages to be served at the Event, the bar at the Event Venue will be available for the first four (4) hours of the event; however, a fee in the amount of fifty dollars (\$50.00) per hour will be charged for each hour thereafter. All special alcohol orders shall be requested in writing by no later than two (2) weeks prior to the Event, and the cost of any such special alcohol order will be determined on a case by case basis. Last call will be called at 10:30 p.m. Customer acknowledges and agrees that an eighteen percent (18%) gratuity will be added to all bar tabs and presales, and further acknowledges and agrees that the balance on all tabs at the bar must be paid in full before any portion of the Security Deposit is returned.

Section 5. Facility Condition and Use.

a. Customer acknowledges that Customer has been given every opportunity to examine the Event Venue in order to determine whether the Event Venue is fit for the particular purpose of the Event, and further acknowledges that Customer is not relying and has not relied on any representation, statement, or warranty of Property Manager, expressed or implied, in fact or in law.

b. Customer shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about the Event Venue which shall cause or be likely to cause injury or damage to the Event Venue. Customer is permitted to decorate the Event Venue for the Event; however, the Customer shall only be permitted to use scotch tape (and no other type of tape), command strips and hooks, or similar product that do not require penetration into sheetrock or other surfaces. Pins, tacks, nails or any other item that would tend to cause imperfections to the walls or floors of the Event Venue are expressly prohibited. As provided in Section 3 hereinabove, open flames and combustible materials are strictly prohibited from the Event Venue. Further, birdseed and dissolvable confetti are permitted to be thrown in or about the Event Venue. Animals are strictly prohibited from the Event Venue (other than those required by Federal Law).

c. Customer agrees to permit no waste of the Event Venue, but on the contrary to take good care of the same; and upon the conclusion of the Event, to return the Event Venue in as good of condition as it was received. Property Manager will provide, or cause the provision of, garbage cans, garbage bags, a broom, a mop, towels and a dumpster. At the immediate conclusion of the Event, all garbage and refuse (including that which is in the parking lot or anywhere else upon the Event Venue parking lot) shall be bagged and placed in the dumpster located at the rear of the Event Venue, all decorations shall be removed and properly disposed of without damage being caused to the Event Venue, all tables shall be cleared of all items other than the white linens that were provided, all floors shall be swept and any spills or stains shall be promptly cleaned or removed from the walls and floors without damage being caused to the Event Venue, and the kitchen area shall be returned to the condition in which it was received. The Customer shall complete the acts required by this Section 6c, and lock up the Event Venue, by the midnight hour following the Event's 11:00 p.m. conclusion, or as close thereto as reasonably practical.

Section 6. Security Deposit. The Security Deposit shall be held by the Property Manager, and will be returned to the Customer no later than seven (7) business days of the Event. However, in the event that the Event Venue is damaged, or Customer fails to comply with the terms and conditions of this Agreement, then in such event the Security Deposit shall be applied to offset the damage incurred by Property Manager. In the event that less than all of the Security Deposit is necessary to cover the damage caused to the Property Manager, then in such event the Customer shall be entitled to the balance remaining. Upon written request, the Property Manager will provide the Customer with an itemized statement of the application of the Security Deposit.

Section 7. Special Event Insurance.

a. Within thirty (30) days of the Event, Customer shall, at its own cost and expense, either (i) obtain a Special Event Insurance Policy which includes comprehensive commercial general liability coverage, with contractual liability endorsement, in an amount not less than One Million Dollars (\$1,000,000.00), combined single limit, for any one occurrence for bodily injury, including death, property damage liability and contractual liability; or, in the event that Customer has similar coverage under an existing policy of insurance, (ii) extend such policy so that the Event Venue is the place designated thereunder.

b. The Customer's insurance policy shall include endorsements providing that Property Manager, Owner, their officers, agents, servants, employees and any other person or entity for whom Property Manager may legally be liable, are to be covered as primary additional insureds, with respect to liability arising out of the Event. The coverage afforded by the Customer's insurance policy shall contain no special limitations on the scope of the protection afforded thereby, and the Customer's insurer shall agree to waive all rights of subrogation against the Property Manager and Owner, their officers, agents, servants, employees and any other person or entity for whom Property Manager may legally be liable for losses arising from or related to the Event.

Section 8. Compliance with Laws. Customer shall comply at all times with the laws of the United States of America and the State of Alabama, including any rules or regulations imposed by any division, subdivision, agency, board or department thereunder, as well as the laws and ordinances of the City of Florence, Alabama, or any other regulatory body of which the Customer is subject to oversight, and agrees to obtain any and all permits or licenses which may be required by any of those entities or regulatory agencies.

Section 9. Indemnification. Customer, as a material inducement for Property Manager to enter into this Agreement, shall, and does hereby, forever remise, release, discharge Property Manager, Owner, as well as each of their officers, agents, servants, employees and any other person or entity for whom Property Manager may legally be liable (“Indemnified Parties”), and hereby agrees and warrants that it will indemnify, save and hold harmless and defend Indemnified Parties from all, and all manner of, actions, causes of action, liability, demands, claims, costs, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, expenses and obligations, in law or equity, including, without limitation, costs of investigation and attorneys’ fees, disbursements and expenses at both the trial and appellate court levels (“Claims”), which are caused by, arise from, are related to or are the result of, in whole or in part, (i) the Event or the attendance or participation in the Event, whether caused by the negligence of Indemnified Parties or otherwise, (ii) the violation by Customer, its officers, agents, servants, employees, guests or invitees, of any law of the United States of America or the State of Alabama, including any rules or regulations imposed by any division, subdivision, agency, board or department thereunder, the laws and ordinances of the City of Florence, Alabama, or of this Agreement; (iii) the occurrence of any act, omission or otherwise negligent conduct of Customer, its officers, agents, servants, employees, guests or invitees, in, on, upon or involving the Event or the Event Venue, which causes personal injury to any person, fatal or otherwise, or property damage to any person or entity; from the beginning of the world to the date of these presents; and that Customer shall promptly notify Property Manager in writing via certified mail, return receipt requested, of any Claims within three (3) days from the receipt thereof by Customer. All of the indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

Section 10. Entire Agreement. This Agreement and any exhibits to this Agreement embody and constitute the entire understanding between the Parties with respect to the subject matter contemplated hereby, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Section 11. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.

Section 12. Severability. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provisions shall be either modified to conform to law consistent with the intent of this Agreement or considered severable, with the remaining provisions hereof continuing in full force and effect.

Section 13. Governing Law; Performance. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama. Time is of the essence in the performance of this Agreement.

PROPERTY MANAGER

CUSTOMER

Print Name: Huston Kennedy

Print Name _____

Capacity: President

Capacity _____