

VENUE RENTAL CONTRACT

This Venue Rental Agreement (“Agreement”), is entered into on the _____ day of _____, 20_____, by and between 310 Mercer Street, LLC (*dba The Station on Mercer*), of PO Box 214, Driftwood, Texas 78619 (“Lessor”) and _____ (“Lessee”). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to the Lessee a license to use The Station on Mercer (“Facility”) for the _____ (“Event”) to be held on _____ at _____.

DATE/TIMES OF THE PERMITTED USE

Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____.

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$_____, plus all other charges to be paid by Lessee under this Agreement (the “Rental Fee”). Lessee shall deposit the sum of \$_____ 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 by the Lessee on the day of the Event.

INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$_____ per occurrence, \$_____ in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

INDEMNIFICATION

The Sponsor/Organization agrees to indemnify, save and hold harmless the estate of Frank D. & Clara Best, 310 Mercer, LLC, including their employees, agents and volunteers, from and against any and all costs, losses, diminutions in value, damages, liabilities, or expenses, without

duplication, including, without limitation, reasonable attorneys' fees and all amounts paid for investigation, defense or settlement of any of the foregoing to the extent such costs, losses, diminutions in value, damages, liabilities or expenses are arising out of or resulting from Sponsor/Organization's actions or the event put on by the Sponsor/Organization. All revisions, changes, additions to any terms of this agreement must be in writing and approved in writing and dated by all parties. The signature below indicates that the sponsor/organization has reviewed and agrees to the conditions and restrictions in this agreement. I/We certify that all information given is correct and I hereby grant permission to 310 Mercer, LLC to conduct a criminal background check. 310 Mercer, LLC reserves the right to cancel any event if application information is found to be false.

"AS-IS" CONDITION

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

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this Venue Rental 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 the 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 damage or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this Agreement, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor. Premises must be left in the same condition as received, free of debris and trash.

INVENTORY CONDITION

CANCELLATION

Lessee may cancel this Agreement at any time up to _____ 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 _____ days and _____ days prior to the Event Date, Lessee will be charged _____% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations _____ days prior to Event Date, Lessee will be charged _____% 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 Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Texas.

SIGNATORIES

This Agreement shall be signed by D. Scott Daves on behalf of 310 Mercer, LLC (dba The Station on Mercer) and by _____ ("Lessee").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR
310 Mercer, LLC

By: _____
D. Scott Daves - Signature

LESSEE (*print*)

By: _____
Signature