

# Woodrow Hall



## VENUE CONTRACT

### AGREEMENT

This Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Woodrow Hall and \_\_\_\_\_(The Contracting Party) for an event/meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from the ( ) hours of \_\_\_\_\_( )M to \_\_\_\_\_( )M with \_\_\_\_\_ guests expected to attend.

WHEREAS, Temple Studios LLC. operates Woodrow Hall as an educational center, arts venue, and gathering place open to the general public for such purposes, and

WHEREAS, the Contracting Party wishes to so use Woodrow Hall,

NOW THEREFORE, the parties intending to be so bound hereby agrees as follows:

### TERMS

#### I. Introduction

Woodrow Hall is an event space that is located on the third floor of a former Mason's lodge located at 5504 1<sup>st</sup> North Avenue in Birmingham, Alabama operated and managed by Temple Studios LLC. The first and second floors contain office spaces and are off-limits to guests who are attending events on the third floor.

#### II. Conditions for Use of the Event Space (Woodrow Hall)

The Contracting Party wishes to use, and Temple Studios LLC agrees to allow the Contracting Party to use, the event space on the third floor on the date and times set forth above. At all events, Woodrow Hall will appoint a representative to be in charge of the event, open and close the building, and be present during the function. Certain events (such as fraternity and sorority events or high school parties) that begin and end after dark will be required to have security officers defined as Sherriff's Deputies or uniformed Birmingham Police Officers, no private firms will be allowed to perform security. Security shall be present from 30 minutes prior to the event starting and to remain until 30 minutes after the event. Temple Studios LLC is not responsible

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for security. The security cost (Optional) is the responsibility of the Contracting Party (typically \$40 per hour, minimum of \$200.00 based on a 5 hour venue rental).

**No outside alcohol** shall be permitted on the premises and if discovered the guest or Contracting Party will be removed by the security officer or the Attendant. All belligerent and or unruly guests shall be escorted out and will not be allowed to return.

If the Contracting party arranges for outside vendors to provide linens and/or decorations you must notify Woodrow Hall staff prior to the event. A predetermined time will be allotted where the Woodrow Hall representative will open the facility for said vendors (usually no earlier than 4 hours prior to the beginning of the event block. If there is a conflict with another booking the allotted setup time may be less. All decorations and linens provided by the Contracting Party must be removed at the end of the event or charges will apply for moving and storage of the items. Woodrow Hall takes no responsibility for securing the items nor is Woodrow Hall responsibility for damage or loss. The Contracting Party or a designated representative is encouraged to perform a final walk-through with the Attendant representing Woodrow Hall before they leave the facility to delineate any damage or missing items. If in the event a vendor or the Contracted Party is not capable of performing the preparation or transport of items needed for the event and Woodrow Hall staff is asked to assist, the Contracted Party will be billed at the rates set forth in the Damages and Extra Costs paragraph (V.) of this contract.

### III. Rental Fees

The rental rate for the Contracting Party's use of the event space shall be in accordance with the fee schedule separately provided beforehand including the base venue rental and all additional charges laid out in a detailed estimate Schedule "A" attached to this contract. The rate for this event will be \$\_\_\_\_\_. The above rate covers only the period as set forth above. The "period of use" is determined by the arrival time of the caterer (beginning set-up) and the departure time of the caterer following clean up. The rental fee shall not be prorated if the "period of use" does not last for the entire block of time as set forth above. Additional time is billed at the rate

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The logo for Woodrow Hall, featuring a stylized graphic of four vertical bars of varying heights, resembling a modern architectural element or a stylized 'H'.

of \$250.00 per hour, at the discretion of Temple Studios LLC, and will be prorated in fifteen-minute blocks of time.

A non-refundable rental fee deposit equal to 50% of the base venue rental amount is due when reserving the event space, with the remainder of the entire contract amount to be paid at least 10 (ten) days before the event is to take place. If the Contracting Party is reserving the event space less than one week prior to the event, total payment will be due at the time that the Contracting Party is reserving the event space and the payment will be made in cash or credit to avoid bounced check issues. If the event is cancelled less than 6 months prior to the event, the total amount of rental and other costs is due

## IV. Security Deposit

In addition to the rental fee deposit, a security credit card hold or check in the amount of \$ 500 is required. Temple Studios LLC reserves the right to use any or all of the security deposit toward any of the Contracting Party's obligations under the contract or any claims that Temple Studios LLC might have, or for overtime, extraordinary cleanup, damages to or destruction of any property located in or on or around the premises belonging to Temple Studios LLC as a result of the Contracting Party's use of the premises or in any way relating to the event.

If any such damage or destruction is caused by the Contracting Party's caterer or any of the caterer's agents, representatives, or employees, Temple Studios and Community Property Development LLC will first attempt to recover its damages and expenses from the caterer; however, if and when reasonable efforts to recover such damages and expenses, which does not include litigation, are unsuccessful, Temple Studios LLC and Community Property Development LLC will look to the Contracting Party for the same. The full amount of the security deposit will be refunded no later than fourteen days after the event if it is determined that no damage has occurred and that there are no claims or other outstanding obligations at the time involving the Contracting Party.

## V. Damages and Extra Costs

The Contracting Party hereby agrees to be fully and solely responsible for any damage and extra costs in any way relating to the event, and to be fully and solely

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responsible for any damage or destruction of Woodrow Hall or any property located on or within the premises caused by the Contracting Party or any of its agents, guests, or invitees. The Contracting Party is responsible for maintaining the event space and adjacent areas in as good clean condition as that in which they were immediately prior to the Contracting Party's use except for typical light cleaning. The Contracting Party further agrees to pay any and all costs of repair of damage to the facility caused by itself or its agents, guests, or invitees, or occurring during its agents, guests, or invitees use of the facility pursuant to this contract.

If extra labor, cleanup, linens are used or tables added to the scope of this contract the Contracting Party agrees to pay for such items at the below agreed upon rates:

☐ Labor for setup of decorations or to assist in setup if the contracting party has agreed to decorate and setup the space themselves. \$50/hour per laborer

☐ Labor to cleanup unnecessary messes such as vomit spilt alcohol or extra restroom cleanup from Contracting Party's guest's lack of personal responsibility or hygiene.

\$50/ occurrence

☐ Extra linens, chairs, tables or other items beyond those in the finally approved contract will be billed at the same rate as agreed upon in the original contract for similar or like items.

☐ Damage to the facility in any form will be photographed and a formal repair cost submitted with the remainder of the damage deposit. If the damage exceeds the deposit the Contracting party will be invoiced for the repairs at the following rates

\$50/hour labor per

laborer

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Materials cost plus 25%

## VI. Indemnification

The Contracting Party agrees to indemnify and hold harmless Temple Studios / Community Property Development LLC and its officers from any liability, claims, damages, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the event or caused by the use of the facility by the Contracting Party, the Contracting Party's guests or invitees, or the Contracting Party's agents, such as musicians, decorators, and others who are working for the Contracting Party.

## VII. Force Majeure Conditions

The Contracting Party agrees that Temple Studios LLC / Community Property Development LLC and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, elevator breakdown issues, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

Delays or nonperformance excused by this provision shall not excuse payment of any amount owed by the Contracting Party at the time of this occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made accordingly to the Contracting Party no later than fourteen days after the date of the event.

## VIII. Catering

## IX. Use of Outside Caterers

Temple Studios LLC reserves all rights of final approval of an outside caterer and any other vendors selected for the event. Temple Studios LLC also reserves the right of

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The logo for Woodrow Hall features a stylized, symmetrical graphic below the name. It consists of a horizontal line with four vertical, slightly curved bars extending downwards from its center, resembling a simplified architectural element or a decorative flourish.

final approval of all decorations brought into the facility. In particular, due to safety concerns, any items capable of creating an unsafe environment will not be allowed (fireworks, open flames except for candles, sharp objects, etc)

If the Contracting Party selects a caterer that is new to this facility, that caterer must meet with the event manager to familiarize themselves with the facility's rules and view the facility. In addition, the caterer or contracting party will be charged, and will be required to pay in advance, a fee of **\$250.00** for use of the kitchen and event space. A security deposit of **\$250.00** will also be paid which will be returned to the caterer if the kitchen and event space areas around the catering sections are clean and tidy and all garbage has been removed from the facility and placed in the dumpsters provided.

The Attendant will perform a final inspection with the caterer before the caterer leaves the premises. If the caterer selected by the Contracting Party leaves before the Attendant approves the kitchen the security deposit will be forfeited.

All caterers must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least two weeks prior to the date of the event. Furthermore all caterers must have a current City of Birmingham Business License and every employee or server must have a current Jefferson County Food Handler's Card.

If the aforesaid caterer fails to meet any of the requirements mentioned above, the Contracting Party will be responsible for finding another caterer who can meet the above requirements before for the event is to occur. Said caterer is to immediately provide proof of items listed above. If no caterer can be found that satisfies the abovementioned requirements before the event is to take place, the Contracting Party will still be liable under this contract.

## IX. Photographs

Temple Studios LLC shall have the right to take photographs at the event for the purpose of advertising and marketing the event space. All rights to, and the use of these images shall belong to Temple Studios LLC.

The Contracting Party shall have the right to take pictures of the event as well; however, any commercial use of the likeness of the building is prohibited without the

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express written consent of Temple Studios LLC / Community Property Development LLC.

## X. Applicable Law

This contract shall be governed and construed in accordance with the laws of the State of Alabama.

## XI. Assignment

This contract may not be assigned in whole or in part by the Contracting Party, except with the prior written approval of Temple Studios LLC.

## XII. Parol Evidence

This contract constitutes the entire understanding between the parties. This contract may only be amended in writing signed by both parties.

## X. Attorneys' Fees

In any action or proceeding to enforce, preserve, or protect any right or benefit under this Agreement, Community Property Development Corporation in each such action or proceeding shall be entitled, in addition to any and all other relief granted by a court, to an award in such action or proceeding of the amount of its attorneys' fees reasonably incurred therein.

Contracting Party:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

*Secondary Contact:* \_\_\_\_\_

\_\_\_\_\_

*Telephone Number:* \_\_\_\_\_

*Email:* \_\_\_\_\_

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The logo consists of four stylized, vertical, slightly curved lines that resemble the letters 'm' or 'w' stacked together.

Woodrow Hall Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Schedule "A"