

ACE CENTER RENTAL POLICIES

A reservation deposit is required in advance to successfully reserve the venue. The reservation deposit is 50% of the rental rate and is non-refundable.

- b. Total Amount Due (excluding rental items) \$
- c. Reservation Deposit (50% of Rental Rate) \$
- d. Balance Due (not including tax) \$

Any "Balance Due" hereinabove is due 14 DAYS before the day of your event

The balance due amount excludes applicable Overage Fees as provided in subsection C. If Renter(s) fail to pay the Balance Due on or before the above due date, the reservation will be deemed cancelled and forfeited pursuant to Section 6 hereinbelow without further notice. If the event date is less than 14 days away 100% of the rental rate is due at the time of executing this Agreement. If the event extends beyond scheduled end time more than one (1) hours, additional hourly rate will be applied.

B. Overage Fees.

- a. A \$40.00 fee will apply for every 30 minutes the event extends past the event end time in Section 2 hereinabove. **(To avoid additional charges, we recommend that you allow 45 minutes for breakdown time.)**
- b. **Cleaning & Repair Fees.** Additional charges may be made for actual or estimated repair or cleaning cost due to damage caused by host or guests of host including forfeiture of damage deposit secured on credit card in order to replace/repair equipment or other property to the same condition prior to Renter(s) use of the venue and Owner's property.

6. CANCELLATIONS. All cancellations must be made in writing and delivered to Owner at least fourteen (14) calendar days prior to the Event Date in Section 2 hereinabove. There are no refunds for any deposit excluding Acts of God or circumstances that impact safe operation of venue. Renter(s) is responsible for payment in full if event is cancelled 13 days or less of the event Set-up Date as provided in Section 2 hereinabove. Renter(s) recognize that the foregoing cancellation policy is not intended to be punitive, but, reflect Owner foregoing actual or potential business opportunities in reserving the venue for Renter(s) and diminished ability to rent the venue within 30 days or less prior to an event date.

7. PAYMENTS. All payments due herein shall be made using cash, personal check or cashier's check. **Personal checks shall be made payable to "Bayyan Ventures, LLC" at 1003 Mulford Court, #1212, Knightdale, North Carolina 27545.** Any personal check for insufficient funds is subject to a \$40.00 return check fee. Total contract fees must be paid 14 days prior to the Event Date.

* Eligibility for non-profit rates must be verified with copy of IRS certification letter showing EIN# and must be for the benefit of the organization as outlined in their mission statement goals and objectives. Non-profit rate application is at discretion of lessor.

8. TERMS AND CONDITIONS. The "Terms and Conditions" as attached hereto as Exhibit A are incorporated herein to include additional terms and conditions to this Agreement. Only applicable for items identified as "Exhibit A"

9. SEVERABILITY. In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

10. MODIFICATION. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

11. Lessee will be responsible for the conduct of their guests and any damage to Lessor's premises or to any of the Lessor's equipment, decorations, fixtures or other property lost or damaged due to the conduct of the Lessee or the Lessee's guests.

12. Lessee shall not permit any excess of the capacity of persons allowed by the Lessor.

13. No alcoholic beverages on premises (including parking lot) other than that as outlined/agreed with Lessor.

14. No duct tape, electrical tape allowed on the walls. Bubbles, open flames, exposed candles, glue guns, glue sticks, rice, confetti, glitter, beads, or loose decoration that are smaller than a penny size will be permitted.

15. The Lessee must provide, upon request, the Lessor with contact information for all services that will have use of the Lessor's facility which includes details of the planned function (Decorator, DJ, Caterer, Photographers, etc.). Any changes or alterations to the event that involve the Lessor's facility must receive written approval by the Lessor prior to the event. The Lessor is Not obligated or required to provide additional tables or seating during the event

16. The Lessee shall conclude all function not later than the agreed contract time. **Events are NOT to exceed 12:00 Midnight. Requests for extended hours will be considered and negotiated accordingly.**

17. The Lessee is responsible for bagging all trash, packing and securing all belongings and equipment.

18. Unless otherwise agreed, Lessee is responsible for providing all personnel, food, linen, tableware, flower decorations, and extra furnishings as needed by the Lessee. The Lessor will setup and take down only items that are the property of the Lessor. Unless otherwise agreed, the lessee is fully responsible for the various services including decorator, DJ, Photographer, Video, Bands, Guest and Caterer's compliance with facility rules.

19. Lessee's caterer must comply with all Lessor's guideline and rules, including set up and clean-up after the event in accordance with the Lessor's Caterer's checklist. Caterer is responsible for their trash removal from the premises.

20. All parking must be in designated parking areas. Lessor is not responsible for vehicles of Lessee or Lessee's guests. All entrance/exit door must remain open and unlocked for the duration of the event

21. Lessee shall not unplug, alter, remove or allow to be removed or relocate any furnishings without prior permission and supervision by the Lessor's staff. Also, Lessee shall not adjust heating or air without consulting Lessor.

22. SMOKING, BICYCLES, SCOOTERS, SKATEBOARDS, WAGONS OR ANIMALS OF ANY KIND ARE NOT ALLOWED IN THE LESSOR'S FACILITY OR ON THE PREMISES. THE LESSOR WILL NOT PERMIT LOITERING. THE USE OF UNAUTHORIZED ALCOHOL, SMOKING, ILLEGAL DRUGS OR ILICIT BEHAVIOR (FIGHTING, CUSING, THREATENING TO DO HARM) IN THE FACILITY OR ON THE PREMISES. THE PRESENCE AND OR DISTRIBUTION OF ALCOHOL, ILLEGAL SUBSTANCES, WEAPONS WILL RESULT IN FORFEITING THE ENTIRE DAMAGE SECURITY DEPOSIT AND MAY RESULT IN ENDING THE EVENT.

***ACE CENTER ALCOHOL POLICY:**

ALCOHOL is permitted in the ACE CENTER FACILITY.

CONSUMPTION/PURCHASE AND SALE OF ALCOHOL MUST BE IN COMPLIANCE WITH NORTH CAROLINA LAWS AND STANDARDS AS ESTABLISHED BY THE ABC BOARD/COMMISSION.

****For information about special event permits and other required documentation needed to serve alcohol please visit <https://abc.nc.gov>***

IN ADDITION, THE FOLLOWING POLICIES AND PROCEDURES HAVE BEEN ESTABLISHED AND WILL BE STRICTLY ENFORCED BY THE ACE CENTER EMPLOYEES AND AFFILIATES.

-All beverages (alcoholic and non-alcoholic) must be served in clear plastic cups

-No bottles or cans of any kind will be permitted at tables during any portion of the event.

-ACE Center servers/bartenders have full authority to deny service to any guest in attendance during an event.

-Client is responsible for purchase of all alcohol and cups to be served.

-Purchased alcohol will be turned over to ACE CENTER staff to be served.

-ACE CENTER staff or designated bartender(s) are the only individuals permitted to serve alcohol in venue FOR PRIVATE EVENTS. NO EXCEPTIONS.

-If client wants to host a cash bar for their event, special event permit must be secured from ABC Commission and client must produce legal 501c3 documentation.

-Additional Fees will apply for ACE CENTER Pour service; \$125.00 for 1 – 50 attendees; \$150.00 for 51 or more. If client intends to host a cash bar, additional negotiated fee prior to event is applicable.

-ACE CENTER has discretion to ask client to obtain security and or certificate of liability insurance when alcohol is being served.

1. **Consumption of Alcohol.** Participants twenty-one (21) years of age and older can drink alcohol during designated Events should they choose to do so. However, alcohol consumption shall be at Participant's own discretion, risk and liability. Participant will be required to produce government-

issued photo identification prior to the commencement of the Events if he or she wishes to partake in any alcohol during the Events. **The ACE CENTER** reserves the right to excuse any Participant from the Event if said Participant becomes inebriated and misbehaves or has the potential to cause harm to him or herself or any other person or persons. If a Participant is excused from the Events pursuant to this paragraph, it shall be without any sort of reimbursement by Company. All Participants hereby assume all risk involved with the consumption of alcohol and unconditionally hold the **ACE CENTER harmless.**

2. **Modification.** The provisions of this Agreement can only be modified by a written instrument executed by an authorized agent of the Company.
3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between client and the Company, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained in this Agreement.
4. **Severability.** If any part of this Agreement is found to be void by a court of law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void portions were deleted.
5. **Governing Law and Arbitration.** The construction and meaning of the terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of North Carolina. Any dispute arising out of or relating to this Agreement, including without limitation, the validity, interpretation, performance, or breach thereof, shall be settled by arbitration in Wake County, North Carolina, and shall be done so pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered before an appropriate court in that state of venue.
6. **Binding Effect.** Participant acknowledges that this Agreement shall be binding upon Participant's heirs and assigns, personal representatives, beneficiaries and next of kin.

Participant acknowledges that he or she has carefully read this Agreement and submits to all of the foregoing provisions. Further, Participant acknowledges that he or she enters into this Agreement under his or her own volition, and that Participant has been afforded the opportunity to review this Agreement with the attorney of his or her own choosing. Participant acknowledges that he or she is giving up substantial rights by agreeing to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached Terms and Conditions to be duly executed as of the day and year first hereinabove written.

OPPORTUNITY TO REVIEW. By executing this agreement the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of Exhibit A "Terms and Conditions," and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.