

This Agreement is made _____, 20____ between _____
(You, Your Group) and co-labr8 LLC, an Ohio Limited Liability Company, Owner of the venue located at 757 Reading Road, Space A1, Mason OH 45040 (We, Us, Our) also known as co-labr8 (the Property).

1. Rental Details

- 1.1. Rental. In consideration of Your payment of rental fees and promise to comply with all the Property rules, We agree to make the Property, facilities, activities and equipment listed in Appendix A (the Rental) available to You for use under the conditions set forth herein.
- 1.2. Condition of the Property. You have evaluated the Property, have read Appendix A, and accept the Property “as is.” We shall in our sole discretion have the right to make any alterations to the Property at any time without notification to or approval from You.
- 1.3. Period of Use. The Rental shall be available to You for setup, use and clean up from _____ am / pm on _____ to _____ am / pm on _____ (Period of Use).
- 1.4. Concurrent Activities. Unless Appendix A provides for exclusive use of the Property, more than one group may use the Property, facilities, activities and equipment during the Period of Use. You and Your guests shall not interfere with other groups or activities that may be taking place in other areas of the Property.

2. Fees and Deposit

- 2.1. Rental Fee. You shall pay Us a Rental Fee of \$ _____, per the Payment Schedule in Appendix A. If You fail to meet the Payment Schedule, We may immediately cancel the Rental and the following Cancellation/Reschedule policy applies.
- 2.2. Reschedule/Cancellation. If, for any reason, We cancel the Rental, We shall refund 100% of the Rental Fee. If You request cancellation with greater than 180 days’ notice, We shall refund 50% of the Rental Fee. If You request cancellation with greater than 120 days’ notice, We shall refund 25% of the Rental Fee. If You request to reschedule with greater than 180 days’ notice, We shall endeavor to meet Your request subject to availability of the Property. Except for cancellation and reschedule requests described here, there shall be no refund for any reason.
- 2.3. Deposits.
 - 2.3.1. Reservation Deposit. A Deposit of \$ _____ is due at the signing of this Agreement. The Period of Use is not reserved and remains available to others until We receive this signed Agreement and the Deposit.
 - 2.3.2. Security Deposit. If the Property, facilities or equipment are damaged during the rental period, You shall pay to return such property, facilities or equipment to its condition prior to the Period of Use. You shall pre-authorize a charge of up to \$1,000 on Your credit card as a Security Deposit to ensure: (a) The Property, facilities and equipment (including indoor and outdoor areas) are left in a clean and orderly manner; (b) You do not exceed the scheduled time of the Rental; (c) All facilities and equipment are accounted for and undamaged; (d) All laws, rules and procedures have been followed. Charges against the Security Deposit may be made to compensate for damages or clean-up to return such property, facilities or equipment to its condition prior to the Period of Use. You will be billed for any cleaning or repair costs that exceed \$1,000.
- 2.4. Returned Checks. You will be charged \$30.00 for any returned check.
- 2.5. Sales Tax. The sales tax rate in Warren County, OH is 7.25%, which applies to food sales and rental of equipment for all events except those by groups designated as tax exempt by the Internal Revenue Service. To claim exemption from taxes, you must provide Us a current sales tax exemption form at the time of Your Deposit.

3. Facility Use

- 3.1. Conduct. You are solely responsible for Your conduct and the conduct of all Your guests on the Property at all times. You accept full responsibility for any injury to person(s) or property, any loss, damage or theft to property during the Period of Use or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. We retain the right to evict objectionable persons from the premises and deny future use of the Property.
- 3.2. Compliance. If at any time, You or Your guests fail to comply with any statute, ordinance, rule or regulation issued by local, State and Federal government agencies, the Rental and this Agreement may be terminated immediately, and no refund of fees or Deposit will be given. You agree to obtain or collect and to pay and deliver to the proper

governmental agency or regulating authority, any and all required license fees, permits, royalties and taxes (except Sales Tax we collect) required in connection with the Rental.

- 3.3. Hazardous Material. You agree not to bring on to the Property any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person or property or which is likely to constitute a hazard.
- 3.4. Firearms. Unless otherwise agreed upon in advance, firearms are prohibited on the Property. When permitted in writing for a scheduled shooting event at which qualified shooting personnel are present and supervising, scheduled shooting events shall be listed as a covered event and We shall be listed as an additional insured in Your private event liability insurance. While not in actual use, all firearms must be secured in locked containers.
- 3.5. Food and Beverage. Only Our Preferred Caterers shall be permitted. Except where permitted herein, open flame, including from a barbecue grill, is not permitted on the patio or parking area. You are solely responsible for clean-up of all waste and any indoor or outdoor areas used for food preparation, serving or consumption.
- 3.6. Alcohol. Alcoholic beverages may not be sold or purchased on the Property in any manner including by means of tickets, tokens or scrip. You and Your guests may consume alcoholic beverages on the Property in compliance with local and State laws only when You have secured private event liability insurance with \$1 million limit for property damage, bodily injury and host liquor liability coverage, and We are listed as an additional insured. A copy of such policy must be provided to Us no later than 30 days before the Period of Use.
- 3.7. Smoking. Smoking is not permitted inside any building or within 15 feet of any entrance/exit, window or air vent. All butts must be properly disposed.
- 3.8. Overnight. You and Your guests shall not loiter on the Property at the conclusion of Your event and no person may sleep in a vehicle on the Property.
- 3.9. Indemnity. You shall release, indemnify, keep and save harmless us, our agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of Yours or persons attending the event for which the Property has been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, the Rental. This shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.
- 3.10. Unavoidable Situations. We shall not be liable for consequential damages that were unforeseen, including but not limited to weather, malicious damage, fire or flooding. Should an unavoidable situation make it impossible to fulfill this Agreement, then this Rental Agreement shall terminate immediately, We will refund the Rental Fee and Deposit, and You shall waive all rights to any claims against Us. You may request to reschedule, but We shall not be obliged to accommodate the request if conditions prohibit doing so.
- 3.11. Insurance. You shall secure private event liability insurance with Us listed as an additional insured. Such insurance shall have a minimum \$100,000 limit for property damage, bodily injury and (if consuming alcoholic beverages of any type) host liquor liability coverage. A copy of such policy shall be provided to Us no later than 30 days before the Period of Use.
- 3.12. Media Release. You grant and convey unto Us all right, title, and interest in any and all photographic images and video or audio recordings made by, or on behalf of Us during the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

4. Setup and Cleanup

- 4.1. Setup. You will have access to the facilities for set up and clean up during the Period of Use only. If the Rental includes Our setup of Property or equipment, Appendix A shall list it. When setup of tables, chairs and other equipment is included We will perform setup only once regardless of conditions such as weather or unavoidable situations. We will not set up, take down or move any equipment brought in by or for You.
- 4.2. Cleanup. Our property, facilities and equipment must be left in good condition and repair at the conclusion of the Period of Use. All trash must be removed from the building and placed in dumpsters. All lights and fans must be turned off and doors and windows closed and secured before You leave. All food, beverages, equipment and rented supplies must be removed from the premises by the conclusion of the Period of Use. We are not responsible for any of Your, or Your guests' property left on the premises after the Period of Use.

4.3. Decorations. Except with Our prior written consent, You shall not cause or permit the Property or facilities to be injured, marred, or in any manner defaced or changed including by use of any nails, hooks, tacks, screws or other hardware to mount or secure anything that will damage walls, ceilings, paint, plaster, woodwork, or furnishings. Only approved adhesives and existing mounting hardware may be used. Candles may only be used inside containers to catch dripping wax.

5. Security and Safety

5.1. Security. More than one group may use the Property at a time, and some portions of the Property may be open to the public. We are not responsible for any unsecured items You or Your guests may bring to the Property or facilities. You should take necessary precautions to protect personal property.

5.2. Building Safety.

5.2.1. Capacity. Maximum occupancy of each rental space is identified on Appendix A. You will not invite or admit guests in excess of occupancy limits.

5.2.2. Exits. No portion of any passageway, or exit shall be blocked or obstructed in any manner.

5.3. Vehicles. Driving of vehicles on The Property is limited to the entrance and parking areas, and only to You and Your guests during the Period of Use. Improperly parked vehicles are subject to towing. We will not be liable for damage or loss to vehicles operated or parked on the Property.

5.4. Music. Live and recorded music is permitted inside and out, however, the volume must not exceed 95 dbL at the edge of the Property, and all outdoor music must be silenced completely at 11:00 pm.

5.5. Audio/Video/Telecommunications Equipment. Use of Our audio, video and telecommunications (such as TVs, Internet or WiFi) equipment is not automatically included in rental fees. If the Rental includes use of such equipment, Appendix A shall list it, Your liability for which shall be incorporated into this Agreement.

5.6. Pets. Except for Service Animals, no pets are allowed on the Property. We are not liable for loss or injury to a Service Animal on the Property.

5.7. Nature. The flora and fauna in and surrounding the Property is considered Our business asset and You are liable for excessive damage to Property vegetation during the Period of Use.

6. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Ohio. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed, and the remainder of this Agreement shall continue in full force and effect.

7. Final Agreement. This Rental Agreement is the final, complete and exclusive agreement between You and Us relating to The Rental. By signing this Agreement, You acknowledge reading and comprehending this contract and understand that it is binding on both parties and the organizations they represent.

Your Signature

Your Printed Name

Address

Date

On behalf of Us

Name & Title

Date