Bull City Inflatables LLC

THIS AGREEMENT (the “Agreement”), made as of this day of\_\_\_\_\_ ,\_\_\_\_\_\_\_ 20\_\_\_\_ , is by and between Bull City Inflatables LLC D/B/A/ Carousel Birthday Party Room (the “Lessor”), whose business address is 1058 W. Club Blvd, Durham, NC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Renter,” and collectively, the “Parties”). WHEREAS, Renter wishes to use the Carousel Birthday Party Room for Carousel Birthday Party “the Event”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

It is the responsibility of the person/s or organization hiring this Carousel Birthday Party Room to ensure that all possible precautions are taken to avoid injury to people or damages to property. If property is damaged it is the responsibility of Renter to reimburse, replaced or repair said damages and/or property of Bull City Inflatables LLC.

Food Policy renter agrees to order from any Food vendor in Northgate Mall or bring in catered food by a licensed caterer, in which a copy of license is given to Bull City Inflatables LLC prior to event date, or can bring in own food but takes full responsibility of said food and any illness/bacteria/sickness/injury/lawsuits/hospitalization said food creates from event. Holding harmless Bull City Inflatables LLC in any food related cases that should arise from said food. Bull City Inflatables LLC will not be held accountable for any food related items.

LIABILITY renter agrees to indemnify, defend, and hold Bull City Inflatables LLC, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at Bull City Inflatables LLC in the event Bull City Inflatables LLC, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay Bull City Inflatables LLC, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Bull City Inflatables LLC, including all collection expenses and interest due.

CAPACITY party room—42 at table, 52 in room seated, 50 to 60 standing reception

SITE DECORATION Bull City Inflatables LLC wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. we ask that only the staff Bull City Inflatables LLC rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. no nails, screws, staples or penetrating items are to be used on our walls or floors. No glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event.

CONDUCT There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During birthday parties we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of Bull City Inflatables LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases No refund of the event costs shall be made.

LIVE MUSIC/DJs/NOISE Bull City Inflatables LLC encourages soft played music. However, please be aware that the premises are located near store units and therefore mall noise regulations do apply. In the event that renter’s event creates a disturbance due to high noise volume, Bull City Inflatables LLC’s onsite manager has full authority to ask the renter, to turn the music down and/or off. If repeated disturbances are created, at Bull City Inflatables LLC discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter. DJs or Live Music is not allowed.

Service Providers Renter hereby indemnifies and holds harmless Bull City Inflatables LLC, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys’ fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.

Revocation. Bull City Inflatables LLC shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. Bull City Inflatables LLC’s right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Space is being rented for a purpose which Bull City Inflatables LLC subjectively finds inappropriate. In the event that Bull City Inflatables LLC revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Bull City Inflatables LLC shall refund to Renter the full amount paid by Renter in connection with this Agreement, excluding the entire Deposit.

Assignment. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of North Carolina, without regard to conflicts of law principles.

Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows:

If to Renter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Owner: 2801 Framer Lane, Durham, NC 27704

Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between Renter and Bull City Inflatables LLC, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Attorney fees: In the event Bull City Inflatables LLC retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than $500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

CANCELLATION date-Hold deposit is non-refundable From 14 days prior to event: Within 14 days no payments will be refunded.

Promotions and Copyright: It is important to us that you have a fantastic and successful event. Should Bull City Inflatables LLC be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 15 days prior to the event. We are happy to provide professional created images and logos of Bull City Inflatables LLC for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes.

CLEANING, TRASH AND EQUIPMENT REMOVAL Bull City Party Room will be in a clean condition prior to your event. within one (1) hour following the event, you are required to return the space to the same clean condition in which it was found.

Bull City Inflatables LLC encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. Bull City Inflatables LLC proudly commits to as close to zero waste events as possible. all trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the renter or the caterer.

CITY, COUNTY, STATE AND FEDERAL LAWS renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, no Exceptions. Renter, nor Guest shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone’s safety, to ensure NO alcoholic beverages are consumed or used in space nor Mall. Bull City Inflatables LLC reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Bull City Inflatables LLC or the safety of its staff, guests, or building contents.

ENTRY AND EXIT renter agrees that Bull City Inflatables LLC staff may enter and exit premises during the course of the event. a representative of Bull City Inflatables LLC will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. we will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

LOST AND FOUND Bull City Inflatables LLC take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Please note balance payments are due prior to rental date, if not paid by rental date, all deposits shall be forfeited.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.**

**RENTER**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LESSOR**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**