

FORT SMITH BAKERY BUILDING
RENTAL POLICIES AND GUIDELINES FORM

Welcome!

Fort Smith Bakery, LLC ("***Lessor***") is excited for the opportunity to work with you (the "***Lessee***"). These policies and guidelines are part of your rental contract and apply to all rentals at Lessor's Bakery Building facility (the "***Facility***").

EVENT. The Event will be deemed to begin from the time an employee of Lessor allows Client to have access to the Facility and shall end when Lessor's employee has determined the Facility is in the same clean conditions as when the Event began.

RENTAL FEE. Client shall pay to Lessor the Rental Fee in full at least 14 days prior to the Event. Failure to submit payment on or before the scheduled payment date may result in release of reservation and forfeiture of deposit and payments made through delinquency date.

RESERVATION DEPOSIT. Client must pay a Reservation Deposit of **50%** of Rental Fee with submission of this signed Agreement. Lessor has no obligation to Client until the Reservation Deposit is paid in full.

SECURITY DEPOSIT. Client must pay a separate Security Deposit 14 day prior to Event. The Security Deposit will be refunded within a reasonable time following the Event, unless the Facility is not left in the same condition in which it was found. In the event that repair or cleaning is needed, the Security Deposit will be applied to those costs with Client remaining responsible for any deficiencies.

OTHER PAYMENT TERMS. Checks, Venmo @Bakery-district, money orders, and cashier checks are accepted. Any remaining items, such as those "billed on consumption," incidentals (rentals, a/v equipment, etc.) or overages will be billed within two (2) business days following the Event. Unpaid balances more than thirty (30) days past due are subject to a finance charge of the maximum amount allowable by Arkansas law.

INDEMNIFICATION. By checking this Agreement, Client agrees to indemnify and hold Lessor, its officers, directors, employees, contractors, and agents wholly harmless from any claims, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and costs of defending any action) (collectively, "***Claims***") arising out of (i) use of any part of the Facility, (ii) any claims by third parties arising out of or due to the acts or omissions of Client, Client's officers, directors, guests, invitees, agents, contractors, employees or licensees, (iii) the negligence or willful acts or omissions of Client, Client's officers, directors, guests, invitees, agents, contractors, employees or licensees, regardless of whether or where such negligence, acts or omissions occurred or (iv) the injury to, or death of, any persons or damage to, or destruction of any property occurring in the Facility. Client further releases Lessor, its officers, directors, employees, contractors, and agents from liability for any damages sustained by Client, Client's guests or invitees, or any other person claiming by, through or under Client, due to any portion of the Facility becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of other third-party users of the Facility other than officers, directors, employees, contractors, or agents of Lessor. Lessor shall not be liable for any damage to, or loss of personal property or inventory from any cause whatsoever, unless caused by the negligence or willful misconduct of Lessor or its officers, directors, employees, contractors or agents and then only to the extent not covered by insurance to be obtained by Client in accordance with this Agreement. The foregoing indemnity obligation shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by Lessor and shall survive the termination of this Agreement. Lessor agrees to indemnify and hold Client wholly harmless from any Claims arising out of (i) any claims by others arising out of or due to the acts or omissions of Lessor, its officers, directors, employees, contractors, or agents, or (ii) the gross negligence or willful acts or omissions of Lessor, its officers, directors, employees, contractors, or agents, regardless of whether or where such negligence, acts or omissions occurred. Lessor further releases Client from liability for any damages

sustained by Lessor, or any other person claiming by, through or under Lessor from any acts or omissions of other users of the Facility other than Client, Client's guests and invitees. Client shall not be liable for any damage to, or loss of, Lessor's personal property, fixtures, or improvements from any cause whatsoever, unless caused by the negligence or willful misconduct of Client or Client's officers, directors, agents, guests, invitees, contractors, employees, or licensees and then only to the extent not covered by any insurance obtained by Lessor. The foregoing indemnity obligation of Lessor shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by Client and shall survive the termination of this Agreement.

INSURANCE. Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance in an amount not less than \$1,000,000.00 for Bodily Injury/Property Damage per occurrence and \$2,000,000.00 in the annual aggregate. If alcohol is being sold, distributed, consumed, or otherwise provided during the Rental Period, Lessee shall provide evidence of a liquor liability endorsement to the policy. Such insurance policies shall be carried with companies licensed to do business in Arkansas, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Fourteen (14) days prior to the Event, Lessee shall furnish Lessor a Certificate of Liability Insurance evidencing the above-mentioned commercial general liability insurance and liquor liability insurance. Lessee's failure to provide the Certificate of Liability insurance in accordance with these insurance requirements means Lessee will not be provided access to the Facility even though Lessee has made all other payments due under this Agreement. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

CANCELLATIONS. The Deposit is fully earned upon execution of this Agreement. Should Client cancel this Event for any reason, none of the Deposit will be returned.

FORCE MAJEURE. Should either Client or Lessor be prevented from executing its responsibilities under this Agreement by circumstances not reasonably within its control, such as, but not limited to, acts of God, wars, strikes, riots, terrorist attacks, etc., that directly impact the ability of either to perform the terms of this Agreement, then this Agreement will be considered null and void. Both Client and Lessor agree to immediately notify the other should such incident occur that would prevent the fulfillment of this Agreement.

INCLEMENT WEATHER. The safety of guests and staff is of primary concern. Should hazardous weather occur it will be at Lessor's sole discretion, to elect to delay or remain closed. In this event, Client will be notified immediately and provided the opportunity to reschedule to another available date or have its Rental Fees refunded in full.

REVOCATION. Lessor may cancel this Agreement for any reason or no reason at all by providing written notice of such cancellation to Client at least thirty (30) days prior to the Event's date. If Lessor cancels the Agreement for any reason that is not the fault of Client, all payment shall be returned to Client.

PERMITTED USE. Client is authorized in this Agreement to use the Facility to hold the Event, and for no other purposes, unless Lessor gives Client prior written authorization for additional permitted uses. Client may not use the Facility in any manner that may render the insurance for the Facility or upon and of the Lessor's property void, or which may result in increased insurance premiums for Lessor.

OTHER DOCUMENTS PART OF THIS RENTAL AGREEMENT. The following documents (the "***Other Documents***") are considered part of this Agreement as if they were set out word for word. If there is a conflict among this Agreement and any (or all) of the Other Documents, this Agreement shall control.

1. Checklist and Payment Schedule.
2. Rental Policies and Guidelines.
3. Event Order.

CHECKLIST AND PAYMENT SCHEDULE

CHECKLIST

To Secure Date and Time:

- Signed Agreement
- Reservation Deposit (50% of Rental Fee) Paid

14 days before Event:

- Total Rental Fee Paid
- Security Deposit Paid
- Outside Vendor Information Provided
- Certificate of Insurance Provided
- Miscellaneous Costs, as set forth on the Event Order, Paid
(including equipment rental fees)
- Any Guest Amount Changes Submitted
- Final Run of Event Meeting:
 - Floor Plan Diagram
 - Event timeline
 - Event General Liability Insurance
 - Vendor List
 - Live Music / DJ Signature (if applicable)
 - Point of Contact
 - Alcohol Order

For all payments: check, money order, Venmo (bakery-district) or cashier's checks are accepted. Payment is to be sent to P.O. Box 1356 Fort Smith, AR 72902. Please make payable to: **BAKERY EVENTS, LLC**. To pay with a credit card over the phone.

POLICIES AND GUIDELINES

CIVIL RIGHTS. All uses of the Facility must be consistent with the objectives of Title VI of the Civil Rights Act of 1964. The Facility shall not be made available to any organization that practices discrimination based on race, creed, color, sex, National origin, age, or condition of handicap. Lessor reserves the right to deny any event, activity or equipment in its sole and absolute discretion. Additionally, Lessor reserves the right, in its sole discretion, to deny any guest of Lessee access to the Facility.

POINT OF CONTACT. Lessor requires an individual to serve as the point of contact ("***Point of Contact***") during the event. The Point of Contact will maintain the Lessee's agenda for the event (the "***Event***") and will collaborate with Lessor's staff during the Event. The Point of Contact will stay through the Event's conclusion and break down to oversee proper clean-up/break down and to survey the damages before leaving the Facility. Should the Point of Contact fail to check out with Lessor representative on duty, Lessee will not receive the Security Deposit.

RUN OF EVENT MEETING. A Run of Event meeting must occur prior to the Event with Lessee and the Point of Contact meeting with Lessor's representative to review the agenda, floorplan diagram, power plan, and finalize the schedule for set-up and deliveries.

ALCOHOL. If bar services (which includes the serving of alcohol) are needed for the event, Lessee shall only be served by a licensed caterer holding all appropriate permits from the Arkansas Alcoholic Beverage Control Division.

If alcohol is provided at the Event free of charge, alcohol must still be served in full compliance with all applicable laws, ordinances, rules, and regulations. Do not serve or offer alcohol to anyone under the age of 21 – there are no exceptions to this rule.

Any alcohol that is brought in from outside the Bakery District will cause the forfeiture of 100% of the security deposit due to our onsite liquor license.

The liquor license to the facility is currently under the control of the Mad Ox bar. All orders or alcohol related questions for your event should be directed to Derek Campbell (Derek@theouachitas.com)

FOOD AND BEVERAGES

Lessee shall use a food and beverage provider approved by lessor.

Caterers. If Lessor permits a caterer to work the Event (the ***“Permitted Outside Caterer”***), the Permitted Outside Caterer must present Lessor with a valid Certificate of Insurance and a credit card one business day prior to the Event. Caterers are responsible for all trash they produce. All trash must be either properly bagged and disposed of in the provided dumpster or properly bagged and removed from site. Failure to remove trash or clean the Facility and leave it in a clean and tidy condition will result in additional fees to Caterer and will be charged to the Caterer’s credit card on file. ~~Caterer will be charged a fee equaling 15% of Caterer’s total revenue for the event if Caterer utilizes the on-site Catering Kitchen and/or catering kitchen equipment.~~

The catering kitchen is currently leased out to Famers Market Direct. If you have outside catering that needs to use the kitchen, you will need to reserve the kitchen through Josh Bice, Manager of Farmers Market Direct, at jbice@farmersmarketdirect.com.

VENDORS. Vendors hired or retained by Tenant for the Event must indemnify, defend, and hold harmless Lessor, its officers, directors, employees, contractors, and agents from and against any and all demands to persons or property, losses and liabilities, including reasonable attorneys’ fees (collectively, ***“Claims”***) arising out of or caused by the Vendor’s negligence in connection with the use of the Facility.

AUDIO VISUAL AND RENTAL EQUIPMENT. Lessor only has a limited amount of rental equipment and extensive audio-visual capabilities.

TELECOMMUNICATIONS. Limited telephone and wireless service can be provided, if requested.

LIVE MUSIC / DJs / NOISE. If the Event will include music, please remember noise regulations do apply. In the event that the Event creates a disturbance due to high noise volume, Lessor has full authority to ask the Lessee, The Point of Contact, DJ, or live music presenter to turn the entertainment down or off. If repeated disturbances are created, at Lessor’s discretion, Lessee may be expelled from the Facility 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.

The City of Fort Smith Noise Ordinance level limitations:	7:00 am to 10:00 pm 75 dB(A) 10:00 am to 7: 00 pm 70 dB(A)
---	---

DECORATION. Prohibited items in the Facility include: glitter, confetti, birdseed, rice, nails, staples, duct tape, sparklers, or aerosol spray string (silly string). The use of glitter on ribbons, tables, etc. is not allowed. If glitter is used, money from the Security Deposit will be used for cleanup. The use of birdseed or rice though prohibited indoors, may be allowed outside of the building. Wax-less and flameless candles are suggested. Should regular candles be used, a fee of \$25 will be taken out of the Security Deposit for any spilt wax. Regular candles must be enclosed in glass-shaded holder with heat protecting bases. Please use Painter’s or packing tape, zip ties, or floral/fishing wire. Lessee is responsible for providing ladders, supplies and set-up equipment.

LOAD-IN / LOAD-OUT AND STORAGE. All load-ins and load-outs must take place within the designated timeframe given by Lessor. If there is another event prior to your Event, a timed delivery will be required. Lessor is not responsible for checking in or handling any items brought into the Facility by rental companies. All external items must be checked in and signed for by the Lessee or the Lessee's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by delivers must be removed. Storage is not available. Fees will be applied to any items left overnight or beyond.

A Bakery Building staff member will complete a facility evaluation when you are finished with your cleanup and will mark your efforts as follows:

- Satisfactory
- Unsatisfactory

If unsatisfactory, you may incur additional charges for cleanup.

PROMOTIONS AND COPYRIGHT. Should Lessor be engaged in the promotion or co-production of the Event, Lessor must see and approve in advance all marketing messages and communications using the name of the Facility.

SCHEDULING: [read carefully]:

A. Your allotted rental time should include delivery of items, setup, event, and cleanup. Rental time starts as soon as any member of the rental group enters the venue and continues until all group members leave the venue.

Example: If a meeting is scheduled from 8:00 am – 5:00 pm, 9 hours total, please book an additional hour of rental time to accommodate guest arrival from 7:30 am – 8:00 am and departure from 5:00 – 5:30 pm.

B. Additional hours may be available for setup and/or cleanup with prior arrangements (at least two weeks) made at a weekday/weekend rate (see the rental rate sheet).

C. Cleanup takes approximately 30 minutes (on average) and you need to plan accordingly for your allotted rental time of the facility.

D. Events that run more than 15 minutes past their scheduled departure time will be billed hourly with a minimum of one hour.

E. Venue hours:

(a) Sunday – Thursday 7:30 am – 10:00 pm (cleanup and departure from premises no later than 10 pm)

(b) Friday & Saturday 7:30 am – 12:00 am (cleanup and departure from premises no later than midnight/12 am)

LIABILITY. Liability for damage (or removal of Bakery Building items) to the premises will be charged to a **credit card kept on file** for your event. Lessor cannot assume responsibility for personal property and equipment brought onto the premises.

FACILITY ATTENDANT. A Bakery Building staff member or attendant will be on-site at all times during your event, for up to eight (8) hours, if requested for an additional fee. Additional time can be agreed upon with written notice. The staff member is there to supervise the event & Facility – not act as an event coordinator.

PARKING. Lessor is not responsible for loss or damage to automobiles or their contents while parked on Bakery Building property. Please use curbside for loading and unloading only –then move your vehicle to specified parking spaces.

DECORATIONS. You may bring in additional decorations for your event, subject to these restrictions.

Walker Hanging System may be used. Please ask a Bakery Building employee for details.

3M "Command" adhesive and non-colored tack putty (safe and easy to remove without damage) are the only approved methods of hanging materials on the walls. Holes, tape or other such methods are **not** approved and will result in a damage fee being assessed.

Do not throw birdseed, glitter, rice and confetti at events at either site (including wedding ceremonies/receptions.) Bubbles and flower petals (real not silk) are permitted but must be cleaned up after the event.

Candles may be used if placed in a glass container that will prevent wax spills and fire hazards. From time to time, the city/county will designate a burn ban – during this time or at the discretion of Lessor, candles and torches are **NOT** allowed outdoors. Sparklers are **not** permitted at any time.

NON-SMOKING POLICY. Lessor is a smoke-free and tobacco-free (this includes e-cigarettes) facility. **Smoking of any kind is not allowed** in the Facility. There is a small designated smoking area near the parking lot at the Facility, but cigarettes must be extinguished before leaving that area and litter disposed of properly.

The client is responsible for the removal of all trash and decorations at the conclusion of their event, unless a written mutual agreement has been established between the facility and the client stating otherwise.

PETS. Pets are not permitted on the grounds at Lessor. The only exception to this general rule involves Service Animals, as set out below.

SERVICE ANIMALS. A service animal is defined as "... a dog that is individually trained to do work or perform tasks for a person with a disability ...". This classification will include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, etc. Service animals are allowed at the Facility as per applicable ADA Regulations. Ask a Bakery Building staff member in advance of your event for a copy of the ADA Regulations for further clarification (or go to https://www.ada.gov/service_animals_2010.htm).

LOST AND FOUND. Lessor staff administers lost and found items. However, Lessor is not responsible for damage or loss of articles, property or merchandise left behind or mislaid.

TABLES AND CHAIRS. Tables and chairs are available for rent for a fee. Tables and chairs may be added, but not reduced, if necessary for an additional fee.

FOG/SMOKE MACHINES. Fog and smoke machines are prohibited indoors - they can set off fire alarms causing an abrupt interruption to (of) the Event.

ENGINEERING, ELECTRICAL, & AUDIO/VISUAL (AV). Two weeks' notice is recommended as to special setup requirements (i.e. audio/visual needs, tenting, etc.). A selection of a/v equipment is included with your rental, subject to availability.

ENTERTAINMENT AND SOUND. As set out in the rental contract, Lessor **has the right to require volume levels lowered** if the Event disrupts another function or neighbors.

Thank you,
Fort Smith Bakery, LLC