

Huntsville, Alabama

PRIVATE PARTY RENTAL AGREEMENT

, 2024 between Lowe Mill, LLC, an Alabama Limited Liability Company. DBA Lowe Mill ARTS & Entertainment (Lessor) and the (Lessee) _____

IN CONSIDERATION of the mutual covenants contained herein, the Lessor and Lessee hereby agree as follows: EVENT TITLE: _____

EVENT VENUE(S):_____ EVENT DATE:

EVENT START TIME: ______

EVENT END TIME:

EVENT END TIME: ______ ESTIMATED NUMBER OF GUESTS: ______ EVENT DESCRIPTION:

PRIMARY PHONE:______SECONDARY:_____ EMAIL:

NO RENTAL VENUES WILL BE HELD UNTIL THIS SIGNED AGREEMENT AND DAMAGE DEPOSIT PAYMENT IS RECEIVED TO LOWE MILL, LLC. DAMAGE DEPOSIT AMOUNT IS EQUAL TO THE AMOUNT OF RENTAL VENUE REQUESTED. ALL RENTAL VENUES ARE ONLY AVAILABLE WEDNESDAY – SATURDAY.

Lessee must be 18 years of age or older to sign this contract. If Lessee is found to not be 18 years or older, all monies will be kept and the contract will be rendered invalid. No contract shall be finalized until Lessee provides a photo ID.

If there are any questions, please contact events@lowemill.art, or call (256)533-0399.

If you would like Lowe Mill ARTS & Entertainment's help promoting your event please contact Mika Washington (mikawashington@lowemill.art)

Lowe Mill A & E Public Hours: Wednesday - Saturday: 11AM - 7PM Office Phone: (256) 533 - 0399

RENTAL VENUES AND RATES

GALLERY SPACES: First Floor Main Gallery, First Floor West Gallery, Second Floor North Gallery, Third Floor East Gallery, Third Floor West Gallery. These gallery spaces are great for smaller gatherings (10 or less) to larger gatherings (up to 65). They are encased in local, home grown art, as well as art from all around the country. These spaces can provide an intimate setting to a larger, more robust setting, depending on your needs for the space. These spaces are special in that the artwork is not to be moved, touched, or repositioned in any way within the galleries to maintain their artistic integrity. (Personal tours of the gallery spaces are encouraged before renting). Any event that exceeds midnight will result in loss of the damage deposit.

First Floor Main Gallery (approx. 480 sq. ft) which is handicapped accessible equipped with ground floor entry and ramps

North Floor Gallery (approx. 1910 sq. ft)

Third Floor East Gallery (approx. 800 sq. ft)

Third Floor West Gallery (approx. 1200 sq. ft)

These venues are available from 11am - 11pm Wed - Sat. Must be open to the public during our hours of operation 11am - 7pm. Any event that exceeds midnight will result in the loss of the damage deposit.

\$100 / Hour X _____ Hours = ____ (4 Hour Minimum Rental Time)

1ST FLOOR CONNECTOR ROOM located near the water tower (approx. 4300 sq. ft) Our largest indoor event venue and one that is representative of the original integrity of the building itself. Easy access to the East Parking Lot for loading and unloading. Fully climate-controlled. Perfect for banquets, large meetings, and private parties. This venue contains its own restroom and access to water and power outlets. Note that the air-conditioning is not able to go below 72 degrees in room.

This venue is available from 11am - 11pm Wed - Sat. Must be open to the public during hours of operation 11am - 7pm. Any event that exceeds midnight will result in the loss of the damage deposit.

\$1000 per day X _____ day = _____

NORTH STAR CLASSROOM just inside of Door 2. (approx. 2153 sq. ft) This indoor space is enclosed to ensure a truly private event. Completely climate controlled, it is set at a comfortable 72 degrees year round. Conveniently located in the main parking lot where it is easily accessible. Tables and chairs are included in the space. There is also a sink and many power outlets within this rental space. This space is perfect for baby showers, small birthday parties, business meetings, art classes, workshops, and business meetings.

This venue is available from 11am - 11pm Wed - Sat. Any event that exceeds midnight will result in loss of the damage deposit.

\$100 / Hour X _____ hours = _____ (4 Hour Minimum Rental Time)

WEST PATIO SPACE facing Seminole Drive. (approx. 480 sq. ft) An outdoor event/workshop venue located on the west side of the property and highly visible from Seminole Drive. Surrounded by open air with no overhead covering. Contains power outlets and a water spigot. This venue is available from 11am - 11pm Wed - Sat. Must be open to the public during our hours of operation 11am - 7pm. Any and all use of loudspeakers must adhere to the noise level standards decreed by the City Noise Ordinance. Any event that exceeds midnight will result in loss of the damage deposit.

\$35 / Hour X _____ hours = _____ (4 Hour Minimum Rental Time)

RAILROAD SPACE 2 (approx. 2300 sq. ft) An outdoor event venue located on the south side of the property near the historic smokestack. Provides partial overhead covering, lighting, power outlets and a water spigot. Also includes a 10'x8' stage platform and backdrop. Perfect for cookouts and parties when privacy is not an issue. Easy access to and from the South Parking Lot. Expansion into the South Lawn can be added to a RR2 rental at an additional \$200 rate. This venue is available from 11am - 11pm Wed - Sat. Must be open to the public during our hours of operation 11am - 7pm. Any and all use of loudspeakers must adhere to the noise level standards decreed by the City Noise Ordinance. Any event that exceeds midnight will result in the loss of the damage deposit. \$800 per day X ______ day = ______

SOUTH LAWN (approx. 7800 sq. ft) An outdoor event venue located on the south side of the property near the historic smokestack. Surrounded by open air with no overhead covering. This venue is available from 11am - 11pm Wed - Sat. Must be open to the public during our hours of operation 11am - 7pm. Expansion into Railroad Room 2

can be added to a South Lawn rental at an additional \$200 rate. Any and all use of loudspeakers must adhere to the noise level standards decreed by the City Noise Ordinance. Any event that exceeds midnight will result in the loss of the damage deposit.

\$800 per day X _____ day = _____

EAST LAWN (approx. 9600 sq. ft) An outdoor event venue located by the historic Lowe Mill A&E Water tower. Surrounded by open air with no overhead covering. This venue is available from 11am - 11pm Wed - Sat. Must be open to the public during our hours of operation 11am - 7pm. Any and all use of loudspeakers must adhere to the noise level standards decreed by the City Noise Ordinance. Any event that exceeds midnight will result in the loss of the damage deposit.

\$1200 per day X _____ day = _____

LOWE MILL A&E GROUNDS. Includes East Lawn and Dock, West Lawn, South Lawn, Rail Road Space 2, and the 1st Floor Connector Room. Rental of the grounds is reserved for the truly serious event holder interested in a festival type atmosphere. The East Dock serves as the stage for any type of concert or performance and the lawns add a "backyard" feel to any event. Lighting, power outlets, water spigots, and restroom access provided. This venue is available from 11am - 11pm Wed - Sat. Must be open to the public during our hours of operation 11am - 7pm. Any and all use of loudspeakers must adhere to the noise level standards decreed by the City Noise Ordinance. Any event that exceeds midnight will result in loss of the damage deposit.

\$6500 per day X _____ day = _____

EQUIPMENT RENTAL

TABLES 1-20 (5' round) \$8.00 each
Number of tablesx \$8.00 = Total \$
TABLES 1-20 (5' round)with black table covers = \$20.00 each
Number of tablesx \$20.00 = Total \$
TABLES 1-16 (6' rectangular) \$8.00 each
Number of tablesx \$8.00 = Total \$
CHAIRS 1 – 160 Black plastic folding \$1.00 each
Number of chairsx \$1.00 = Total \$
STAGE 1 -16 = 256 sq ft (4' X 4' Carpeted Panel) \$35 each panel
Number of panelsx \$35.00 = Total \$
POLICE OFFICER SECURITY FEE \$50 / Hour x Hours = \$
ON SIGHT STAFF LABOR FEE \$45 / Hour x Hours = \$

SUMMARY

VENUE \$_____

EQUIPMENT \$_____

DAMAGE DEPOSIT \$_____

TOTAL AMOUNT DUE AT SIGNING \$_____

Terms

Lessee's access to the facilities for setting up will be limited to the hours agreed upon in this agreement.

Lessee, their guests, and invitees shall observe all parking rules and signage. NO BLOCKING loading zones or handicap parking spaces. Failure to adhere will result in loss of damage deposit.

Recipient initial

CLEANING AND DAMAGE

Lessee shall leave the premises in the condition in which it was found at the beginning of the rental period. Lessee shall return all leased equipment, if any, in the condition in which it was found at the beginning of the rental period. The damage deposit will be returned within ten (10) working days provided the terms of this agreement have been met. The premises must be cleaned immediately after the event is over and within the rental period. Failure to adhere will result in loss of damage deposit.

Recipient initial

FOOD AND DRINK

Food and drink are the responsibility of the Lessee and we highly encourage you to use the available food vendors located at Lowe Mill A&E. No food trucks are allowed on the premises. If alcohol is sold at the event, Lessee must contact the ABC Board and obtain the necessary license which must be maintained and properly posted on the premises at all times during the event. ABSOLUTELY NO UNDERAGE DRINKING WILL BE PERMITTED on or around the premises.

*** If proper ABC Board License and/or Event Insurance Certificate are not provided to Lowe Mill A&E up to one week prior to any scheduled event, the event will be canceled by Lowe Mill A&E and all fees, including damage deposit, will result in forfeiture and will not be refunded to the lessee.

Recipient initial

NO OPEN FLAME

Wax candles are not allowed in any venue. Failure to adhere will result in loss of damage deposit.

SMOKING

Smoking is permitted only in designated outside areas. ABSOLUTELY NO UNDERAGE SMOKING WILL BE PERMITTED on or around the premises. NO VAPING or E-CIGS allowed inside any venues on the premises.

DRUGS

Absolutely NO DRUGS ARE ALLOWED on or around the premises. Any found evidence of drug use will result in loss of damage deposit.

Recipient initial

ETC.

NO USE of FOGGERS or HAZERS allowed on the premises. If used, the deposit will be kept and any damages incurred will be billed.

NO GLITTER or CONFETTI allowed on the premises. This includes balloons with internal confetti. LOSS OF

DAMAGE DEPOSIT- Lowe Mill Arts & Entertainment reserves the right to hold the damage deposit for the following reasons: If the space is not vacated by 12:00am, if the space does not meet cleanliness standards by event end time, if any damage occurs and exists by event end time, or if any aforementioned terms are violated. INSURANCE - If Lessee sells or serves alcoholic beverages OR if Lessee has more than 150 guests or invitees at its event, Lessee must provide Lessor with proof of its Event Insurance at least one week prior to the event. Said Event Insurance must be obtained through a reputable insurance company in an amount not less than one million and no/100 (\$1,000,000.00) dollars and shall name the Lessor as an additional insured. **

PERSONAL PROPERTY, RELEASE & INDEMNIFICATION - Lessee, its guests and invitees are responsible for his/her personal property. Lessee shall hold Lessor harmless and indemnify Lessor against all claims, demands, and judgments for loss, damage, or injury to persons or property arising, resulting or occurring by reason of Lessee's acts or omissions occurring during the rental period and in the rented premises. Furthermore, Lessee desires to release and hold harmless the Lessor from any and all claims arising as a result of Lessee's use and/or occupation of the rented premises.

SAFETY AND CONDUCT - Safety of Lessee, its guests and invitees is the responsibility of the Lessee. Lessee must schedule a walkthrough of the premises and surrounding area to become familiar with fire and safety issues and well as parking requirements. Lessee shall be responsible for the conduct of its guests and invitees. If Lessee has 50 or more guests slated to attend its event, Lessee is REQUIRED to hire police officer(s) to monitor the event during the ENTIRETY of the event.

AUTHORIZATION AND PERFORMANCE - If Lessee is an entity then the below signor is authorized to sign on the entity's behalf, as well as verifies that the entity is in good standing and still active. Furthermore, the undersigned for the Lessee guarantees the Lessee will perform as to all matters herein.

Recipient initial

CANCELLATION POLICY

A fee equal to 50% of the total venue and equipment rental costs will be retained by the Lessor in the event of any cancellation regarding this agreement, effective upon date of signing. Cancellations made less than thirty (30) days before the scheduled event will result in forfeiture of payment. The damage deposit will be refunded provided there is no set-up or cleaning required of the Lessor. In the event of a weather related cancellation, another date will be made available to the Lessee for the rescheduling of uncontrollably canceled events.

Recipient initial

LOSS OF DAMAGE DEPOSIT

Lowe Mill Arts & Entertainment reserves the right to hold the damage deposit for the following reasons: If the space is not vacated by the agreed upon time, if the space does not meet cleanliness standards by event end time, if any damage occurs and exists by event end time, or if any aforementioned terms are violated. If any Lowe Mill A&E venue space is used that is outside the boundaries of the rental agreement. And finally, if the event rental agreement contract is not signed, the deposit will be kept.

Recipient initial

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name		
Owner signature		
Business date signed		

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	

7/3/24, 4:55 PM Square Dashboard