

MAIN STREET EVENT CENTER

LEASE AGREEMENT

This is a Rental/Use Agreement between Main Street Event Center, LLC (Herein after known as OWNER, Management, or Facility), 300 E. Main Street, Norman, OK 73069 and

_____(name), and _____(organization)
_____(street address),
_____(mail address),
_____(phone), _____(email),
_____(cell);

by

_____(name), and _____(title)
_____(street address),
_____(mail address),
_____(phone), _____(email),
_____(cell);

(Hereinafter known as CLIENT or Lessee),
whose signature(s) is (are) affixed below for the use of the Facility at 300 E. Main Street,
Norman, Oklahoma, on _____, _____(date) from _____(start
time) to _____(end time). CLIENT advises that guests will arrive at _____ and are
expected to leave at _____. Should times change, CLIENT shall notify Facility 5 days in advance.
CLIENT requests access to the Facility to decorate or make other preparations prior to the event at the
following time: _____.

OWNER agrees to lease to CLIENT the Main Street Event Center (the "Event Center"), located
at 300 East Main, Norman Oklahoma 73069, under the following terms and conditions of this Event
Center Lease Agreement (the "Agreement").

1. Date. OWNER shall lease to CLIENT or Lessee the Event Center rooms and areas shown below
for the date of _____, _____(the "Event Date"). Lessee intends to use the Event Center
for the following purpose _____
("Lessee's event") and the name of the event is: _____

_____ which () IS or () IS NOT open to the public.

Lessee's Event will take place with an estimate of _____ maximum guests.

2. Fees. As rent for use of the premises, and as additional fees as determined by the OWNER, the
Lessee shall be obligated to pay the following amounts:

A. \$ _____
(total "Fees") as further summarized on attached **ATTACHMENT A**

B. The parties understand that the following is included with the rental packages described above:

____ **PARTIAL FACILITY RENTAL:** Patio, Main Street Room & Covered Streetside Patio

AMENITIES INCLUDED WITH PARTIAL FACILITY RENTAL (Up to 100 people) (Main Street Room & Covered Streetside Patio)

Air Conditioned/Heated Room, Covered Outdoor Patio with tables & seating by the Sidewalk, 2 large handicapped accessible bathrooms, 2 drinking fountains, lounge area with couches, trash receptacles & trash bags, champagne colored curtains, antique wall decorations, & area carpet.

Wooden Tables & Chairs for up to 80 persons, Vinyl Table Coverings, Unlimited Access to Ice, Small Sound System & Microphone (suitable for Ipod hook up for music), Flat Screen TV on Stand for slideshows and Podium & Mike Stand.

NO OUTSIDE FOOD or DRINKS ALLOWED - All Food, Bottled Water, Soft Drinks, Beer, Wine, Mixed Drinks & Alcohol Must Be From the Facility

Food is available from the facility. Your own licensed caterer may be used for \$2 per person additional charge which allows caterer access to prep kitchen, large commercial refrigerator, utensils, rinse sink, 3 compartment sink with hot & cold water, mop sink, and food prep area.

____ **FULL FACILITY RENTAL** (up to 350 people) Patio, Main Street Room, Downtown Ballroom & Covered Streetside Patio (approx. 6200 sq. ft.)

AMENITIES INCLUDED WITH FULL FACILITY RENTAL

Air Conditioned/Heated Room – Main Street Room & Air Conditioned/Heated Large Downtown Ballroom, 2 large handicapped accessible bathrooms, 2 drinking fountains, lounge area with couches, trash receptacles & trash bags, champagne colored curtains, antique wall decorations, area carpet.

15 - 5 Foot Round Tables; 120 Heavy Duty White Lifetime Chairs, 6 - 5 by 2 feet Folding tables, 2 - 5 Feet by 3 feet Lifetime tables, 12 Wooden Tables & Chairs, Vinyl Table Coverings, Unlimited Access to Ice, Small Sound System & Microphone (suitable for Ipod hook up for music), Flat Screen TV on Stand for slideshows, Decorative LED wall lighting, Edison light decorative lighting strings, chandelier, disco ball & over floor dance lighting, 6 foot Lighted streetlamps, 3 bar stations, video projection system for videos and slideshows, Large 15 feet by

15 feet wall projection screen, Podium & Mike Stand.

NO OUTSIDE FOOD or DRINKS ALLOWED - All Food, Bottled Water, Soft Drinks, Beer, Wine, Mixed Drinks, & Liquor Must Be Obtained From the Facility

Food is available from the facility or our approved caterers

Your own licensed caterer may be used for \$2 per person additional charge which allows caterer access to prep kitchen, large ice machine, large commercial refrigerator, rinse sink, 3 compartment sink with hot & cold water, mop sink, and food prep area

3. Payment & Deposits.

- A. Event Deposit. As a condition of OWNER reserving the Event Center for Lessee, Lessee shall make a non-refundable event deposit for the stated date, due at the signing of this Agreement (the "Event Deposit"). The Event Deposit shall equal 50% of the Fees due and will be applied towards the Fees Due, with the Lessee's remaining balance due on the date described in the next paragraph. Despite prior contact or requests for use of a certain date for Lessee's event, OWNER reserves the right to lease the Event Center to other applicants until the Event Deposit is received by Lessee and payment has cleared. Checks submitted which do not clear due to insufficient funds shall result in a \$50 penalty fee being assessed against CLIENT.
- B. Remaining Balance. Lessee's remaining balance shall be due 30 days before CLIENT's Event, or unless agreed upon otherwise by OWNER and CLIENT, and in any event shall be due no later than: _____ (date). Failure to tender payments when due or checks not clearing may result in cancellation of the event at the discretion of OWNER, and re-booking to another third party without notice to CLIENT.
- C. Security Deposit. As a condition of OWNER reserving the Event Center, Lessee shall pay a security deposit to OWNER to ensure that no damage will occur to the Event Center, that the rules described in ATTACHMENT B are followed, and that the Event Center is properly cleaned and trash thrown away at the conclusion of Lessee's Event (the "Security Deposit"). The Security Deposit shall be an amount determined by OWNER based upon the size and nature of Lessee's Event. The Security Deposit must be paid in full at the signing of this Agreement. The Security Deposit shall be returned to Lessee after Lessee's Event and after final inspection by OWNER presuming all conditions of this contract have been followed and that there were no violations of the policies described in ATTACHMENT B, subject to set off and deduction for all damages and amounts remaining owed. CLIENT agrees to make all attendees aware of the policies of the Facility to lessen the chances that attendees break the rules or violate said policies. Attendee's non-compliance due to ignorance of or lack of knowledge of the Facility policies shall not entitle client to retain the Security Deposit, should a violation occur.

(See a summary of all charges on **ATTACHMENT A**)

4. Cancellation Policy. In the event that Lessee should need to cancel Lessee's Event, 100% of the Event Deposit is NON-refundable. OWNER reserves the right to terminate this Agreement at any

time upon (i) the misrepresentation by Lessee of any material fact made in this Agreement, or (ii) the violation of any of the provisions in this Agreement or any of the policies or procedures attached thereto in the ATTACHMENTS. Cancellation of the event due to CLIENT'S violation of the policies attached hereto DOES NOT entitle CLIENT to a refund, compensation, rebooking credit, booking at an alternate location, or recourse for the recovery of any damages, losses, amounts paid under this contract or any other compensation whatsoever, CLIENT agreeing and understanding and fully warranting that compliance with Facility policies is paramount.

5. Event Date Change. If Lessee wishes to change the date of Lessee's event, Lessee shall provide a written notice to OWNER no later than thirty (30) days before Lessee's Event Date. Timely notice of the date change shall result in preserving Lessee's Event Deposit, if and only if OWNER and Lessee agree on a date in the future to reschedule Lessee's Event. OWNER and Lessee shall have a reasonable time to set a new date for Lessee's Event, but failure to set a mutually agreed upon date within 30 days shall result in forfeiture of Lessee's Event Deposit.
6. Promotional Materials. Lessee hereby authorizes OWNER to use Lessee's Event for marketing and promotional materials before or after Lessee's Event. Lessee further authorizes OWNER to take and use any photos or other electronic media for promotional purposes from Lessee's Event unless agreed upon otherwise by the parties, unless this blank is checked (☐) indicating that Lessee requests that no photos or videos are allowed to be used by OWNER in advertising, social media, or on the internet.
7. Policies and Procedure. Lessee agrees to be strictly bound by the Main Street Event Center Policies and Procedures attached hereto as **ATTACHMENT B**, and which Lessee agrees may be amended from time to time in OWNER's sole discretion. Lessee agrees further to be responsible for any violation of the Policies and Procedures by Lessee's guests, invitees, licensees, employees, independent contractors, or other persons under Lessee's control or invitation. All attachments hereto are incorporated herein by reference, and made a part of this agreement. Client will make sure that invitees, guests, and attendees are aware of and informed of the policies in ATTACHMENT B. Violation of the policies may result in loss of the Security Deposit, where one has been required.
8. Condition. Lessee accepts the Event Center, parking areas, patio, circulation areas, and surrounding grounds in their AS-IS WHERE-IS WITH ALL FAULTS CONDITION. LESSEE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, including but not limited to, any express or implied warranties, whether oral or written, related to habitability, merchantability, cooling or heating condition inside the building, and fitness for a particular purpose.
9. Liability. Lessee shall be responsible for all personal and property damage caused at the Event Center, its parking areas, patio, its circulation areas, its common areas, neighboring businesses or residents, and surrounding grounds as a consequence of Lessee's guests, invitees, licensees, employees, independent contractors, caterers, bartenders, servers, servicers of the occasion, and other agents under Lessee's control or invitation, whether intentional or unintentional, whether direct or indirect, including but not limited to personal injury to OWNER's employees, contractors, or other agents. If damage should occur to any of the property of The Main Street Event Center, or the property of other third parties located therein, during the course of Lessee's Event, it must be reported immediately to OWNER so arrangements can be made at Lessee's costs for a quick and un-interruptive cleanup and restitution.

10. Indemnification. Lessee shall indemnify, defend, and hold harmless Main Street Event Center, LLC, its officers, shareholders, and members and its independent contractors and employees from and against any and all damage, losses, claims, judgment, and costs (including but not limited to attorneys' fees, court costs, litigation expenses, etc.), arising from (a) Lessee's use of the Event Center, parking areas, patio, circulation areas, common areas, and surrounding grounds, (b) loss, injury, theft or damage to property or persons at the Event Center, parking areas, patio, circulation areas, common areas, and surrounding grounds before, during, or after Lessee's Event, and/or (c) from Lessee's failure to observe or perform any agreement, condition, or promise under this Agreement, unless caused solely by the gross negligence by OWNER.

Lessee further agrees to defend, indemnify and hold harmless Main Street Event Center, LLC, its officers, shareholders, and members and its independent contractors and employees from and against any and all claims, torts, injuries, thefts, demands, causes of action, or liabilities caused by Main Street Event Center or its employees, independent contractors, agents, and assigns. User agrees to defend, indemnify and hold harmless Main Street Event Center, LLC, its officers, shareholders, independent contractors, and members and its employees from and against any and all claims, demands, causes of action, or liabilities caused by CLIENT's acts or omissions under this Agreement or any act or omission of CLIENT's invitees, guests, vendors, employees, contractors, or persons attending the event with the express or implied permission or invitation of CLIENT.

Main Street Event Center will not be held responsible for any losses, damages, or injuries of any kind to the client, its officers, members, guests, invitees, or persons attending the event, with or without the express or implied permission or invitation of CLIENT. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. CLIENT will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property. Should any person attending the event or present at the Facility injure themselves, such shall be reported to the Facility immediately. CLIENT will endeavor to provide that guests, invitees, and others attending said event who consume alcohol will do so in a responsible manner and that arrangements for safe travel will be made by CLIENT at the conclusion of the event, including use of buses, motel vans, taxis, private drivers, Uber, Lyft or other services will be utilized so as to prevent issues involving drunk driving, possible accidents or other incidents. CLIENT understands and agrees to take primary responsibility for guest's safety and transportation throughout and after the event, including persons excluded from the facility for excessive consumption of alcohol or under the influence of drugs.

11. CLIENT agrees to abide by this Agreement and acknowledges having received a copy thereof. Each party and person signing below warrants and represents that they have complied with all applicable corporate policies, governmental policies, policies of the University of Oklahoma (if applicable), and confirms the persons signing this agreement have full authority to agree to, comply with, and enter into this contract and bind the CLIENT, and the organization in all terms and respects.
12. Force Majeure. If OWNER is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, OWNER shall give to all other parties notice of the force majeure; thereupon, the obligations of the OWNER under this contract, so far as they are affected by the force majeure, shall be suspended and become unenforceable. The term "force majeure" as here employed shall mean an act of God, weather event, strike, lockout, or other business disturbance, act

of the public enemy, war, blockade, public riot, terrorism, crime or vandalism, lightning, fire, storm, wind, tornado, flood, water leak, earthquake, explosion, governmental restraint, building damage, sprinkler system malfunction, lack of access by owner to facility, power loss, owner's unavailability or death, unavailability of equipment, business cessation by owner, and any other cause, whether of the kind specifically enumerated above or otherwise. OWNER will endeavor to re-schedule CLIENT's event at the Facility at a mutually convenient time, if possible. OWNER shall not be liable in any manner to CLIENT or any third parties for any damages whatsoever, actual, consequential, or punitive resulting from an event of "force majeure," nor shall OWNER be required or obligated to re-book event to another Facility or location or refund the Event Deposit or other Fees paid by CLIENT.

13. Contract Terms. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them, with the exception of the Policies and Procedures attached hereto as **ATTACHMENT B** and other ATTACHMENTS hereto identified in paragraph 15. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery of this agreement except such representations as are specifically set forth in this written agreement, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have been made prior to this agreement by either of them to the other are void and of no effect and that neither of them has relied on the same in connection with his/her or its dealings with the other.
14. Miscellaneous. No waiver or modification of this agreement or of any covenant, condition, or limitation contained in this agreement shall be valid unless in writing and duly executed by both parties. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under this agreement, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived except as set forth in this paragraph. All exhibits and attachments are incorporated herein as part of the Agreement. Time is of the essence in all provisions of this agreement. This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns, except that this agreement is for a personal services contract, and as such it is NOT assignable by Lessee. If any clause or provision of this agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable. This Agreement may be executed using one or more counterparts. Should litigation arise in connection with the enforcement of the provisions of this contract, venue shall be in Cleveland County, Oklahoma.
15. Additional Attachments. Please list below any additional attachments, an addition to ATTACHMENT B, relating to this event, which are incorporated herein, attached hereto and made a part of this agreement.

[signature pages to follow]

WITNESSETH, the parties execute below in agreement hereto:

OWNER:

MAIN STREET EVENT CENTER, LLC
An Oklahoma limited liability company
300 East Main Street
Norman, Oklahoma 73069
Phone: (405) 420-9913; (405) 420-9912

Signed: _____, 20__
By: _____ Date
As Manager
on behalf of MAIN STREET EVENT CENTER, LLC

Signed: _____, 20__
By: _____ Date
As Manager
on behalf of MAIN STREET EVENT CENTER, LLC

LESSEE:

Signed: _____, 20__
By: _____ Date

For: _____
date of birth: _____
SSN #: _____
driver's license state and #: _____
home address: _____

Contact phone/text numbers: _____
Contact email addresses: _____

Signed: _____, 20__
By: _____ Date

For: _____

date of birth: _____

SSN #: _____

driver's license state and #: _____

home address:

Contact phone/text numbers:

Contact email addresses:

Signed: _____

_____, 20__

By: _____

Date

For: _____

date of birth: _____

SSN #: _____

driver's license state and #: _____

home address:

Contact phone/text numbers:

Contact email addresses:

ATTACHMENT A

SUMMARY OF CHARGES

ROOM RENTAL CHARGE	_____	
BEER/WINE COOLER BAR	_____	
ALCOHOL/LIQUOR/WINE/BEER BAR	_____	
CATERING CHARGE	_____	
COAT CHECK	_____	
DJ SERVICE	_____	
DANCE LIGHTING/LASERS/FOG	_____	
SOUND SYSTEM RENTAL	_____	
SOUND ENGINEER	_____	
SECURITY	_____	
BRIDAL SUITE/DRESSING AREA	_____	
GROOM SUITE/DRESSING AREA	_____	
GREEN ROOM/BAND/DJ BATHROOM	_____	
CATERING SET UP/CHAFING DISHES	_____	
CHAIR COVERS/TIES	_____	
TABLE LINENS	_____	
TABLE DECORATIONS	_____	
GLASSWARE RENTAL	_____	
OUTSIDE CATERING CHARGE	_____	
PRIVATE VIP AREA/PIPE & DRAPE	_____	
LIMOSINE	_____	
PHOTOGRAPHER	_____	
PHOTO BOOTH	_____	
ADDITIONAL CHAIRS/TABLES	_____	
_____	_____	
_____	_____	
_____	_____	
TOTAL	_____	
DEPOSIT	_____	
BALANCE	_____	DUE DATE (_____)