

Banquet/Meeting Room Rental Agreement

EVENT INFORMATION

Estimated # of Guests: (end) Non-Profit: □ Yes □ No Contact E-mail: Fax Number: T
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for the Event greement, for the amount shown below.
Notes
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TERMS OF THE AGREEMENT

The following policies explain the basic guidelines for rental of The Bridge facilities and will assist You in the planning stages of Your event. Specific details pertaining to menu selections, room and table arrangements, entertainment and other matters will be discussed and established prior to the event. Every effort will be made by the Staff and Management to ensure a successful event. A well-planned and successful event requires a review of the following policies:

RENTAL

The rental facilities contemplated under this Rental Agreement are a property of Faith Chapel Christian Center, Inc. ("Faith Chapel"), a church based in Birmingham, Alabama, and cannot be used for purposes inconsistent with the church's doctrinal beliefs contained in the statement of faith adopted by Faith Chapel. Furthermore, Faith Chapel adopted certain policies to regulate the rentals and facilities that are in accordance with Faith Chapel's statement of faith. Faith Chapel's religious mission is to reach the community with the love of Jesus Christ, to share the Gospel, and to impact the community, bringing restoration through community engagement. Faith Chapel makes its facilities open to the members of Faith Chapel and the general community as part of its mission. All facilities made available through The Bridge such as rooms for dances, receptions, dinners, parties, conferences, conventions, trade shows and group meetings, are subject to the Faith Chapel's policies and violation of the policies will serve as grounds for termination of this Rental Agreement. Further, The Bridge is only able to make the rental facilities available so long as such space is not reserved for Faith Chapel's programs or activities.

Additionally, the facilities shall not be rented out to groups if the nature of the use is such that it could increase the risk of liability to The Bridge, LLC in the event of injury to third persons. Rooms shall not be rented out to groups or organizations wherein there exists the possibility of unreasonable conflicts, excessive noise, or disturbances of other renters or staff. All rental agreements are subject to review and approval depending upon the particular usage, and rentals may not exceed 30-day commitments by The Bridge but may be renewed.

INSURANCE

Renter shall obtain and maintain in amounts sufficient to provide coverage for any liabilities that may reasonably arise out of or result from your obligations under this Rental Agreement. Renter's insurance policy shall also include anyone Renter hires to work inside The Bridge facilities including without limitation caterers (when permitted), paid decorators, photographers, DJs, bands, and all entertainers. Renter shall provide a Certificate of Insurance for filing with the General Manager no later than **two weeks** before the event.

ROOMS

The room rental fee is based on a set use time, which includes set-up and clean-up time, and the number of tables, chairs and other items as specified on the **Banquet Event Order (BEO)**.



Unless previously agreed upon by The Bridge Staff, or specified in Your wedding or reception package, groups will have one (1) hour of setup and (1) hour of teardown time, unless authorization is given for additional time, based on room availability.

If the event time exceeds the terms of the rental contract, the Renter will be charged an hourly rate of \$150. A 10-minute grace period will be granted; after 10 minutes, the hourly fee will begin to be assessed. Payments for overages are due at the end of (and on the day of) the event. Payments not settled by the conclusion of Your event will result in loss of a portion of or all of Your damage deposit.

MARKET FLUCTUATIONS

There may be increases in prices due to unforeseen changes in market conditions at the time of Your event. The Bridge will communicate these increases to You in advance. We will require written confirmation that You agree to pay these increased prices. Alternatively, we, at our option, may in such event make reasonable substitutions in menus and You agree to accept such substitutions.

CATERER CONDITIONS

The Preferred Vendor must provide all food and beverage.

Please note there is a separate Use Agreement and fee for use of the Bridge Kitchen facilities. Bridge Preferred Caterers are required to discuss all catering arrangements with The Bridge Administration and comply with all policies set forth in The Bridge Kitchen Use Agreement.

All federal, state and local laws with regard to food and beverage purchases and consumption are strictly adhered to. The Bridge reserves the right to inspect and regulate all private meetings, banquets and receptions in accordance with established policies and laws.

GUARANTEES

Confirmation of the final number of attendees of any function must be submitted to The Bridge no later than **3 business days** prior to the function date. If the required final count guarantee is not submitted to The Bridge department, the original attendee figure on the Banquet Event Order will be considered the final count.

DECORATIONS

No staples, tacks, pins, or nails may be used to affix decorations. No adhesive tape of any kind can be used on the meeting room walls, furniture or carpet. In the event that proper authorization is not received and damage results, the cost of repair and/or replacement will either be billed to You or You will forfeit Your damage deposit. Renter is responsible for installing and removing all decorations during the designated times. Candles in approved candleholders are permitted. Due to the high ceiling structure of The Bridge, helium balloons are not permitted.

SIGNS AND BANNERS



No signs or posters are permitted in the Tower Center (main lobby) unless pre-arranged with the Event Services Manager. Only one (1) sign in front of a meeting/function room is acceptable. Signage should be of professional quality and approved by The Bridge. No signs, posters, banners, or printed material will be allowed to be pinned, taped, or affixed in any way to doors, walls or ceilings. With prior approval, the Bridge's maintenance staff will assist with hanging banners/signs. Prices will vary based on location of item(s) and labor involved.

EQUIPMENT RENTALS FROM OUTSIDE COMPANIES

Due to limited storage space, materials cannot be received at The Bridge more than two (2) days prior to the meeting/event. The Bridge does not at any time guarantee the security of any items left in the function rooms or stored on site. Loss or damage to group displays, decorations, or other property brought into The Bridge will be the sole responsibility of the group, with The Bridge assuming no liability. Rental equipment must be picked up on the day of the event, unless special arrangements have been made. The Bridge will not accept delivery without prior arrangements through the Bridge Facilities staff.

Customers, contractors or vendors cannot use The Bridge public areas and service hallways for storage of supplies or equipment.

SET-UP/CUSTODIAL SERVICES

The Bridge Maintenance staff will set up and take down tables and chairs and will be on the premises during the event. Renter will make all arrangements for room set up and staff support during the event with the Event Sales Manager prior to the event date.

Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover costs and additional labor. If equipment is necessary that exceeds The Bridge's inventory, then You agree to pay for the cost of renting this additional equipment. You agree to indemnify us for any damage caused to any property of The Bridge as a result of damage related to Your event, whether caused by You, your agents, employees, or contractors.

MUSIC POLICY

Music groups and DJs must set up before the event and break down immediately following the event unless prior approval is given by The Bridge Administration. If utilizing equipment other than that supplied or rented through The Bridge, musicians must supply all of their own equipment: extension cords, amplifiers, microphones, speakers, etc., and are responsible for moving their equipment on and off The Bridge premises. The Bridge is not responsible for instruments/ equipment left on the premises before or after the event. Please note, if Your DJ desires to utilize The Bridge's sound system, a Bridge audio technician is required to be onsite to monitor our audio equipment.

No music containing foul, offensive or sexually explicit language will be allowed at The Bridge. It is the responsibility of the renter to ensure that all music played by hired DJ's or musicians is consistent with the values and standards of The Bridge.



ELECTRICAL REQUIREMENTS

Electrical requirements for meetings and exhibits must be discussed in advance to ensure that the proper number of outlets and power is provided. Additional power must be reserved through our Maintenance Department. For display setups, arrangements must be made in advance for rental of electrical equipment.

AUXILIARY AIDS

The Bridge represents and You acknowledge that the Bridge facilities being rented for You including common areas will be in compliance with our public accommodation requirements under the Americans with Disabilities Act. You agree that You will furnish to us a list of any auxiliary aids needed by Your attendees in meeting or function space at least two weeks prior to Your event. You agree to pay all charges associated with the provision of such aids by the Bridge.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with Your function which specifically reference the The Bridge or Faith Chapel Christian Center name or logo. The Bridge does not offer or accept any terms or conditions which provide commissions, rebates, or other forms of compensation related to revenue for food, beverage, room or equipment rental.

PARKING

Use of The Bridge parking lot is included in the facility rental. The Bridge is not responsible for tickets incurred by guests parking in "No Parking" areas. Overflow parking is available in the Faith Chapel Christian Center sanctuary parking lot. This can be requested through Your Event Services Manager but is subject to availability. The Bridge is not responsible for theft or damage to vehicles or contents.

COMPLIANCE WITH POLICIES & PROCEDURES

Groups and individuals who use the meeting rooms are guests of The Bridge, LLC, and use of the space should reflect that understanding. You agree to comply with all applicable qualifications, rules, policies and procedures as determined by The Bridge, LLC Administration, and all federal and state laws and standards. You may obtain a full copy of all Bridge policies and procedures upon request.

SMOKING/ALCOHOL & RESTRICTIONS

The Bridge is a non-smoking facility, including The Bridge parking lot and grounds. All renters are expected to follow this policy and inform and monitor their guests to ensure the policy is being adhered to. The serving or consumption of alcoholic beverages is **strictly prohibited** in The Bridge facilities or on The Bridge property.

TEENAGE EVENTS

Any event where the primary age of the participants is under 19 is required to have 3 adult chaperones with an additional chaperone for every 15 participants over 30 in attendance. All events held for youth under the age of 17 are subject to the City of Birmingham's Juvenile Curfew Law.



PET POLICY

No pets are allowed on the Bridge premises, except for service dogs.

TOURS/ FACILITY ACCESS

Tours of The Bridge facility are not included in this Rental Agreement. Due to safety/liability issues, the renter and guests of the renter shall only occupy the rooms they have rented, with exception of the lobby (Tower Center) entrance area and designated restrooms. If You would like to schedule a tour of The Bridge, please contact the Bridge front desk during normal business hours.

NOTE: All appointments with vendors to view The Bridge facilities must first be coordinated with The Bridge Administration. No access will be allowed to renters for their vendor without an appointment.

DEPOSITS, PAYMENTS AND CANCELLATION POLICY

Room Rental Deposit:

A 50% deposit (of room rental price) and a signed contract are required to reserve Your event. The Bridge reserves the right to release function space which has not been confirmed in writing or for which no deposit has been received.

The final balance for room rentals is due two weeks prior to the scheduled event date.

Cancellations:

You may cancel this Rental Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, You agree to pay the liquidated damages outlined in Your rental agreement and/or Banquet Event Order. As products and services must be purchased and scheduled in advance, notification given seven (7) business days or less before the event will require all charges (including labor and service fees, rentals and applicable taxes) for the final guarantee or contracted number of guests will be charged or will result in forfeiture of Your damage deposit.

Should an event be cancelled six (6) months or more prior to the event date, Your deposit (room rental or catering) may be refunded. For cancellations made less than six months prior to the event date, the following deposit refund schedule will apply:

150 days prior to event:
120 days prior to event:
90 days prior to event:
41 (100%) of initial deposit nonrefundable
All (100%) of initial deposit nonrefundable



No refunds will be made when the event is canceled by The Bridge due to the CLIENT's non-compliance with the terms and conditions of this Rental Agreement._____(INITIAL HERE)

RETURNED CHECKS

A fee of \$35.00 will be charged on each check that is returned for Non-Sufficient Funds.

PERSONAL PROPERTY

The Bridge will not assume responsibility or liability for personal property and equipment brought onto or left on the property.

DAMAGE DEPOSIT/ RESPONSIBILITY FOR DAMAGES

A \$500 **refundable** damage deposit is required to secure all facility rentals at The Bridge; however, the party and/or authorized representatives will be responsible for **any** damages done to the facility during the period of rental, including outside vendors, contractors, and attendees. If repairs or replacement costs exceed the amount of the damage deposit, You will be responsible for the excess amount, and charges will be made.

SECURITY

The Bridge requires security personnel for all groups whose size, program or nature indicates such need, at the sole discretion of The Bridge Management. All wedding receptions require security personnel for a minimum of four (4) hours. Payment for security personnel will be arranged by and fees payable to The Bridge, at a rate of \$35 per hour.

TAXES & SERVICE CHARGES

All federal, state, and municipal taxes which may be imposed or be applicable to this Rental Agreement and to the services rendered by The Bridge are in addition to the prices herein agreed upon, and the customer agrees to pay for them separately. Tax exempt groups must provide the proper Tax Exemption certificate two weeks prior to the event, or tax will be applied to the final bill.

TERMINATION

The Bridge may terminate this Rental Agreement at any time without notice if Renter engages in acts in violation of Faith Chapel's facilities use policies or any term of this Rental Agreement.

FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Rental Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters (ex. earthquakes, tornadoes, hurricanes, floods), government authority, acts of terrorism, labor disputes, or any other act outside the control of The Bridge, LLC and the signed parties.



LIABILITY RELEASE AND AGREEMENT TO INDEMNIFY

RENTER AND RENTER'S REPRESENTATIVES (AS DEFINED BELOW), HEREBY IRREVOCABLY AND UNCONDITIONALLY FOREVER RELEASE AND AGREE NOT TO SUE THE BRIDGE, LLC, FAITH CHAPEL CHRISTIAN CENTER, INC., AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MINISTERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS AND RELATED PARTIES (THE "RELEASED PARTIES") FROM AND WITH RESPECT TO ANY CLAIMS OR LIABILITY ARISING UNDER THIS RENTAL AGREEMENT AND RENTER'S USE OF THE BRIDGE FACILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS OR LIABILITY ARISING FROM DEATH OR BODILY INJURY, PROPERTY DAMAGE OR LOSS, WHETHER FORESEEN OR UNFORESEEN, PRESENT OR FUTURE, KNOWN OR UNKNOWN, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, EXCEPT ONLY CLAIMS AND LIABILITY RESULTING FROM THE WILLFUL OR WANTON MISCONDUCT OF A RELEASED PARTY. FURTHER, TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE RELEASED PARTIES SHALL NOT EXCEED THE AMOUNT THAT RENTER PAID TO THE RELEASED PARTIES UNDER THIS RENTAL AGREEMENT.

IN ADDITION, RENTER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY RELEASED HEREIN. THIS INDEMNIFICATION INCLUDES ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, COSTS, AND EXPENSES, WHETHER SUIT IS FILED OR NOT. I EXPRESSLY AGREE THAT THE FOREGOING RELEASE, COVENANT NOT TO SUE, AND AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS IS INTENDED TO BE CONSTRUED AS BROADLY AS PERMITTED BY LAW IN FAVOR OF THE RELEASED PARTIES.

ADDITIONALLY, A HOLD HARMLESS AGREEMENT AND LIABILITY INSURANCE ARE REQUIRED IF FOOD OR BEVERAGE PRODUCTS NOT PURCHASED AND SERVED BY THE BRIDGE STAFF OR A BRIDGE PREFERRED CATERER ARE BROUGHT IN OR CONSUMED BY YOUR GUESTS.

DISPUTE RESOLUTION

The parties will attempt to resolve any dispute arising out of or relating to this Rental Agreement through friendly negotiations. If the matter is not resolved through negotiations within 14 days after either party notifies the other of the dispute, the parties will make a good faith effort to submit such dispute to formal mediation with the American Arbitration Association and in accordance with its rules. If the matter is not resolved through mediation within 30 days of the commencement of such mediation, the parties shall settle the matter by arbitration by a Christian arbitrator with the American Arbitration Association and in accordance with its rules. Notwithstanding the foregoing, in the event of any conflict between this agreement and the Federal Arbitration Act (FAA), the FAA shall apply.

SEVERABILITY; SECTION HEADINGS

The invalidity or unenforceability of any provision of this Rental Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Rental Agreement or of any other application of such provision, as the case may be. Section headings and titles are for convenience of reference only and shall not affect, nor be construed to affect, the meaning of any provision of this Rental Agreement.



GOVERNING LAW

This Rental Agreement is governed by the laws of Alabama (even if applicable conflict of law rules would provide otherwise). This Rental Agreement shall not be strictly construed against any party.



SIGNATURES

I, the undersigned, hereby acknowledge that I have read, understand and agree to all of the terms and provisions of this policy and that services provided under this Rental Agreement are expressly limited to those set forth above and that the charges and terms are acceptable.

I agree to comply with all applicable qualifications, rules, policies and procedures as determined by The Bridge, LLC Administration, and all federal and state laws and standards, as well as all Bridge policies for kitchen use, facility use, etc., in effect at the time of the event.

I am authorized to enter into this Rental Agreement.

In the event of litigation, The Bridge shall recover re-	asonable attorneys' fees to collect sums due hereunder.
Renter	Date
Event Sales Manager (on behalf of The Bridge)	Date