



FACILITY EVENT SPACE RENTAL AGREEMENT

This agreement for the rental of a Space is as of this ____ day of _____, 20____, by and between The Herman J. Russell Center for Innovation & Entrepreneurship, Inc. (“RCIE”), and _____, (“You”).

WHEREAS, You desire to rent, occupy, and temporarily make use of a portion of RCIE’s facility for purposes of hosting an event (“Event”), located at 504 Fair Street SW, Atlanta, Georgia 30313, specifically in the area commonly known as _____ (the “Space”); and

WHEREAS, RCIE agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

THEREFORE, the parties agree to the following terms and conditions:

RENTAL PERIOD:

You shall have access to and use of the Space from _____ o’clock on _____, to _____ o’clock on _____, for the purpose of hosting your _____ Event. RCIE shall provide to You all keys, access control codes, and other items necessary to give You such access no later than _____.

PAYMENT ARRANGEMENTS:

Pursuant to this Agreement, You agree to pay RCIE a sum \$ _____ for usage of Space. In addition, You agree to pay RCIE pursuant to the following terms:

1. A deposit of \$ _____, to be remitted upon signing this Agreement, of which \$ _____ shall be held as a non-refundable deposit to retain the Space; and
2. A final installment of \$ _____, to be remitted upon the conclusion of the event.

All payments shall be made payable to:

The Herman J. Russell Center for Innovation & Entrepreneurship,
Inc.
Attn: Kris Hale
504 Fair Street, SW
Atlanta, GA 30313

For any additional assessments made during or after the event, a final payment must be received within seven (7) calendar days post-event. Payment shall be considered “late” after 8 days and will incur an additional fee \$25.

ADDITIONAL PAYMENT TERMS

1. Upon completion of your obligations above, RCIE shall return to You the security deposit minus any amounts deemed necessary to repair damages inflicted upon the Space by You and/or your associates, guests, invitees, contractors, and all other persons whatsoever who



- enter the Space during the rental period, whether or not such persons did so with your knowledge or consent.
2. In the event that You fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of _____% per year until it is paid. You shall also be liable to RCIE for any legal fees, court costs, and other expenses associated with collection.
 3. You will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that RCIE may incur as a consequence of the actions of You or any of your guests while You is in control of the Space, and shall indemnify and hold harmless RCIE against any and all legal actions which may arise from your use of the Space.
 4. Room reimbursements may take up to two (2) weeks to process.

CANCELLATIONS AND REFUNDS:

Notice of **Cancellations must be given in writing at least 1 weeks (7 days) in advance** of the date reserved. In the event that a Cancellation does occur, the Room Reservation Deposit fee shall be deemed non-refundable.

RCIE may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of RCIE. In the event that a cancellation is initiated by RCIE, all rental and deposit monies will be refunded.



RCIE SPACE & BUILDING USAGE POLICY

1. **Rental Periods:** Rooms are rented on the hour only in one (1) hour increments.
 - a. Portions of an hour count as an hour.
 - b. Rental must include all time needed for practice, set up and clean up.
 - c. Time for set up and take down must be included in the rental time period even if contracting with the RCIE staff to do the work of moving furniture.
2. **Room Use and Furniture:** All rooms are rented “as is.”
 - a. Furniture shall remain in the room.
 - b. Additional tables and chairs may be available upon request.
 - c. You are responsible for setting up, cleaning, and returning any additional furniture brought into the room.
 - d. No use of tape or tacks on the floors or walls is allowed.
 - e. Tenant shall only use the premises and grounds for the purposes declared in this agreement and shall not assign any interest in this agreement to any other person or party without first obtaining the written consent of RCIE.
3. **Event Staffing:** For all events requiring more than 5 guests, you shall be required to have a minimum of 3 staff members or volunteers to:
 - a. Greet guests at the front door and allow them entry into the building;
 - b. Escort guests to the elevator or meeting location (if on the 2nd floor); and
 - c. Provide instruction on the same floor as the event.

Note: if the event is in multiples Spaces, additional staff or volunteers will be required.
4. **Reservations and Payment:** Space is reserved when a rental agreement has been signed and advanced payment has been made.
 - a. All payment must be in the form of a check payable to RCIE or other forms acceptable to RCIE.
 - b. A \$35.00 fee will be charged for all returned checks.
 - c. Receipts will be provided to You but only upon request.
5. **Advertising and Reproduction of Performance:** You shall not record, broadcast, televise, photograph or otherwise reproduce for marketing purposes, the Engagement without obtaining prior consent from Producer beforehand.
6. **Marketing:** You shall not use RCIE’s name, building images, the likeness of its staff, logo, or any of its sponsors, partners, stakeholders, or any of its product or services for the purpose of endorsing, attaining commercial tie-in, implying collaboration, promoting or otherwise advertising, without first obtaining RCIE’s prior written approval. **RCIE reserves the right to request takedowns of your marketing materials, terminate this Agreement, cancel events, and/or assess fees for any of the above listed misuse.**
7. **Parking:** Parking Space in the RCIE Parking Lot is limited and on a first-come, first-serve basis.
 - a. RICE is not liable for the vehicles of attendees who park outside of the RCIE lot.
8. **Smoking & Alcohol:** Smoking and alcohol consumption are prohibited on the property. Burning of candles, incense, or other materials is prohibited.
9. **Lost or Stolen Property:** RCIE is not responsible for items lost or stolen from the Center premises and grounds. Check with the security staff person on duty regarding lost and found items
10. **Injury:** RCIE shall not be responsible for injury or damage to persons or property occurring during, or arising out of occupancy and use of the building or grounds by the Tenant. The Tenant agrees to hold RCIE harmless from liability on account of any injury or damage arising out of such use
11. **Minors:** Children must be supervised by parent or a responsible adult at all times. Children can not be unaccompanied in the building or on the grounds at any time
12. **Intended Use:** Tenants shall not use the premises in any way that will unreasonably annoy occupants of adjacent properties or other Tenants in RCIE.



13. Partisan Activities, Political Activities, Private Parties, and Sectarian Religious Activities: are prohibited at the RCIE.
14. Candles & Incense: Burning of candles, incense, or other materials is prohibited.
15. Return of Space: You must clear the room of all belongings, furniture and people so the room is available on the half hour for the next You.
16. Removal of Trash and Refuse: You shall remove all personal property, trash, and other items that were not present in the Space.
 - a. Failure to remove all items shall result in an \$150 fee assessed to You, which will be due within seven (7) days post-event.



ADDITIONAL PROVISIONS

ASSIGNMENT:

This Agreement is personal to each of the Parties. Except as provided below, You may assign or delegate any rights or obligations hereunder without first obtaining the written consent of RCIE.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between You and RCIE, 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, unless accomplished by an Amendment after the effective date and signed by both parties.

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.

GOVERNANCE:

This Agreement shall be governed by the laws of the State of Georgia, and the exclusive Space for any dispute arising under this Agreement shall be the courts in the State of Georgia.

INDEMNITY:

RCIE shall not be liable for any claims, demands, actions, suits, obligations, losses, damages, liabilities, expenses or costs (including reasonable attorney's fees) arising out of or relating to your usage of the Space as provided herein. Delays, interruptions in service, or damage done to or caused by any vendor or third-party shall not be the responsibility of RCIE and you shall indemnify, defend and hold RCIE harmless from the same. In any event, RCIE's maximum liability under this Agreement shall be limited to the amount paid by you hereunder.

SIGNATURES:

By signing this Agreement, you acknowledge that all of the contents within this Agreement and Policy are intended for the purpose of enforcing this Agreement. Further, you assert that they have read and fully understand this Agreement and Policy, and voluntarily accept the duties and obligations set forth herein.

Signature

RCIE - Officer

Print Name

Print Name

Date

Date