

Venues at The James Madison Inn

Honoree Information Sheet

Date: _____

Honoree: _____ Phone: _____

Address: _____

Email: _____ Event Date: _____

Type of Event: _____ Expected Number of Attendees: _____

Setup Start Time: _____ Event Final Exit Time: _____

Specific Venue Needed: _____

Type and Name of Vendors: _____

Event Coordinator: _____ Phone: _____

Email: _____

Notes: _____

Contact: _____

Signed

Printed

Date

Venue Manager: _____

Signed

Printed

Date

Honoree:

Venues at The James Madison Inn

Venue Rental Agreement

This agreement is made and is effective as of _____. The agreement is between the Venues at The James Madison Inn or its representative(s) (“Owner”) and _____ (“Renter”).

Owner manages and makes available parts or all the Venues at The James Madison Inn which include the facilities listed below as well as all common areas in and around these facilities (the “Venue”). These facilities are collectively known as the Venues at The James Madison Inn.

<input type="checkbox"/>	Venue	Cost
	the Variety Works (VW)	
	the Conference Center	
	the Brides Room	
	the Daniel Morgan Room	
	The Media Room	
	the Lawn and Gazebo	
	Other (specify):	
	Other (specify):	

Owner desires to rent the above checked facilities to Renter and Renter desires to rent the checked facilities from Owner for the term, at the rental rate and upon the covenants, conditions, and provisions herein set forth.

Therefore, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. RENTAL DATE and EVENT INFORMATION

- a. The Venue will be made available to the Renter at _____ AM/PM on _____ (date), and will be vacated by Renter at _____ AM/PM on _____ (date) (the "Rental Time" and "Rental Date"). The Rental Date and Rental Time must be allocated appropriately to include the time necessary for initial set up and final cleaning of the Venue.
- b. Renter is renting the Venue on the Rental Date for the following event type: _____ . The total number of expected guests is: _____

2. RENTAL FEE AND DEPOSITS

- a. The Renter shall pay a fee in the amount of \$ _____ for use of the Venue(s) (the "Rental Fee") for the Rental Date and Rental Time. The Rental Fee provides for the Renter's use of the Venue only for the hours and times listed above, to include set up and clean up functions.
- b. If the Renter has not vacated the Venue by the ending time listed above, Renter agrees to pay Owner an additional rental fee in the amount of \$300 per hour for all hours or portions of an hour used to properly vacate the Venue.
- c. Upon acceptance and execution of this Agreement, Renter shall pay an Initial Deposit in the amount of \$ _____ to Owner or Owner's representative to secure and hold the Venue for the requested Rental Date. This initial deposit will be deducted from the total Rental Fee. The balance of the Rental Fee must be paid to Owner no later than thirty (30) days prior to the Rental Date. Should the balance of the Rental Fee not be paid within the allotted time, Owner will contact Renter to alert them of the monies due. Should the monies still not be paid within 3 business days, then the initial deposit will be retained by Owner and Owner will be free to rent the Venue to other parties.
- d. In addition, upon acceptance and execution of this Agreement, Renter will pay a non-refundable \$250 cleaning fee and a, potentially, refundable \$500 damage deposit. If there is no damage or other created liability to the Venue and the Owner, Owner will return damage deposit to Renter within seven (7) days of the Rental Date. Upon request, a list of the equipment to be made available to Renter can be obtained from Owner.
- e. In addition to the use of the Venue, in consideration of payment of the Rental Fee, Renter will be entitled to the use of all tables, chairs and available equipment provided by Owner, as detailed in the Table and Chair Inventory and Equipment List provided to Renter.

3. CANCELLATIONS

- a. All cancellations must be made in writing and submitted to Owner as soon as possible. For cancellations received more than 120 days prior to the Rental Date,

Owner will return one-half (50%) of the Initial Deposit to Renter and retain one-half as liquidated damages. For cancellations received less than ninety (90) days prior to the Rental Date, Owner shall retain all Deposit fees paid by Renter as liquidated damages. Any rescheduling of the Rental Date by Renter shall be subject to availability and will be subject to a rescheduling fee of at least 50% of the Initial Deposit.

4. VIOLATIONS OF LAW

- a. Renter will neither conduct nor permit any activities which conflict with any applicable laws, ordinances or other regulations from any governing body having regulatory jurisdiction or authority over Venue, Renter, or Owner. Such regulations include, but are not limited to, excessive noise and the unlicensed or illegal sale or distribution of alcohol or any other controlled substance. Direct sales or Event admission charges will not be permitted where alcohol or other controlled substances are distributed. Renter accepts full responsibility for any such violations which, among other consequences, may result in immediate cancellation of the Event. In such an event, Renter will be entitled to no refund whatsoever of any proffered funds to Owner or Owner's representative.

5. SMOKING and FIRE and FIREWORKS

- a. Smoking is strictly prohibited inside the Venue. Smoking is permitted ONLY in designated outdoor areas on the surroundings of the Venue. Please be sure all trash associated with smoking be put in proper containers and not discarded on the premises.
- b. The only fire or flaming objects permitted would be small candles on a cake.
- c. Fireworks or other exploding devices are strictly prohibited.

6. CATERED FUNCTIONS

- a. For functions that include food and/or beverage services, Renter shall provide Owner with the name, address, phone number, and other contact information of each vendor of said services at least thirty (30) days prior to the Rental Date. Additionally, Renter will provide copies of each vendors' Food and Beverage Licenses, specifically including, but not limited to, any licenses associated with the purchase, sale, distribution or pouring of beer, wine or other alcoholic beverages. Owner also needs a copy of each vendor's liability insurance at least thirty (30) days prior to the Event. Licenses and insurance coverages must cover the time of the Event, inclusively. If alcohol is to be served, this insurance must include host liquor liability insurance and MUST name Owner (The Venues at James Madison Inn) as an additional insured. Vendor's insurance must have a minimum coverage of \$1,000,000 for an incident and \$3,000,000 in aggregate.

Insurance coverage must be supplied by a carrier approved by the state of Georgia.

- b. If at any time during the Rental Date, any vendor is cited by any regulatory or law enforcement agency for providing any services for which it is not properly licensed, or services are improperly or illegally provided, Renter shall indemnify and hold harmless Owner from any liability related thereto. Any Vendor sanctioned or losing its license prior to the Event must remedy said infraction to the satisfaction of any regulatory body or be replaced by another Vendor at the Event.

7. ALCOHOL SERVICE

- a. PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS:
 - i. Alcohol WILL NOT BE served or allowed at the Venue or Venue property during the Rental Date.
 - ii. Alcohol WILL BE served or allowed at the Venue or Venue property during the Rental Date.
- b. Renter agrees that Owner does not provide any alcohol service whatsoever. Renter agrees that if alcohol is served in conjunction with the Event that the Renter shall comply in all respects with all alcohol-related regulations by any regulatory body which governs the Venue or guests of Renter or anyone else associated with the Event by the Renter.
- c. Owner may, with no prior discussion, prohibit or ban any individual from the premises should they exhibit dangerous, intrusive or belligerent behaviors. Such individual(s) may also be prohibited from driving after leaving the event.

RENTER: _____
Printed Name Signature Date

8. NOISE LIMITS, SECURITY PERSONNEL AND VACATING THE VENUE

- a. In all cases, the Event shall be concluded no later than 1AM. The Renter, all of Renter's guests, vendors and service providers must vacate the Venue by 2AM on the evening of the Rental Date. Rental of the Venue will not be permitted to extend past 1AM on the Rental Date for any reason other than removal of any items brought in by Renter. The sole exception to this rule will be on New Year's Eve where rental of the Venue may be extended to 3AM, at which time the Venue and property must be vacated.
- b. Security personnel may be required for certain events. Owner will notify Renter of personnel needs. The rental of an off-duty police officer is the preferred type of security personnel to be used. Renter is responsible for compensating for the

security personnel. Owner will determine the selection of the security personnel.

9. SIGNAGE AND DECORATION

- a. Unless Owner provides express, written approval prior to the Rental Date, nothing will be taped, glued, nailed, or otherwise attached to the walls or floors of the Venue, whatsoever.

10. PUBLICITY

- a. Any advertising, printed announcements and other publicity pertaining to the Event shall make it clear that the Event is not sponsored by Owner. Any such information or advertising literature where alcohol will be sold MUST be given to Owner for approval at least 90 days prior to the event.

11. LOSS AND DAMAGE

- a. Renter agrees that Owner will not incur any liability to Renter or others for any loss of business, loss of profits, or expenses. Nor will Owner, at any time, be responsible for personal injury, or the loss or destruction of any other property situated on the Property and in the Venue or any other damages, direct or consequential. Renter assumes the risk of direct and consequential loss, damage to the Property and Venue, and loss of business to Owner. Renter may, at their election, procure additional insurance coverage to protect against this risk, including the risk of loss of present or future profits to Owner.

12. RELEASE, INDEMNIFICATION AND INSURANCE COVERAGE

- a. Renter hereby covenants and agrees to release, indemnify, save and hold harmless Owner against all losses, damage to life, person or property in or upon the Property and Venue, or any portion thereof, or growing out of its use or occupancy, it being intended that Renter shall indemnify and hold harmless Owner from all claims, injuries, damage and liabilities for which Owner might be held or claim to be responsible.
- b. Owner and Renter agree that, should any regulatory authority including state, federal, county or city authority or agency charged with the enforcement thereof find Renter's use of the Venue to be in or constitute a violation of any regulatory ordinance or regulation, Renter agrees to indemnify, save and hold Owner harmless from and against any claim or demand resulting from Renter's use of the Venue.
- c. It is agreed that Renter will not create or cause to exist upon the Premises herein rented any nuisance public or private, during the continuance of this Agreement and shall save and hold harmless Owner from any suit or claim growing out of any nuisance thereon or Renter's violation of any applicable law, ordinance or governmental regulation. Renter shall install and bear the expenses of all pollution control structures, devices or equipment which may be required during

the term and continuance of this Agreement under any applicable laws, ordinances or governmental regulations because of or arising from the condition of the Venue(s) herein rented or any use thereof or operations thereon by Renter or those claimed by, through or under it.

- d. If any action or proceeding is brought against Owner because of any claim arising out of Renter's rental and/or use of the Venue, then Renter, upon notice from Owner, shall defend such action or proceeding at Renter's cost, and shall pay all costs and attorneys' fees and any judgement or decree and interest thereon which may be entered against Owner. The obligation imposed on Renter by this paragraph accruing prior to any termination of this Agreement will survive such termination.
- e. Renter will always conform to federal, state, and local regulations including environmental laws. Renter hereby agrees to indemnify Owner for any violation of said environmental laws not arising from Owner's direct actions or negligence. Renter has had opportunity to perform due diligence and accepts the Venue "as is", "where is".

13. ENTIRE AGREEMENT

- a. This agreement, together with any riders attached hereto forming a part hereof sets forth all promises, agreements, conditions, and understandings between the parties hereto, either oral, or written, concerning the use and occupancy of the Venue. It is understood and agreed that no subsequent alteration, amendment, modification, change or addition to this Agreement will be binding upon Owner and Renter unless reduced to writing by both and by direct reference made a part hereof. Such riders must be executed by both parties prior to the Event.

14. SEVERABILITY

- a. If any provision of this Agreement will be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the Agreement will not be affected thereby.

15. VENUE RULES

- a. Renter will comply with the current rules of the Venue and Property adopted by Owner and will cause all of its agents employees, invitees, and visitors to do the same. Said Rules and Regulations are attached hereto and incorporated herein by reference as Exhibit A.

16. MISCELLANEOUS

- a. Time is of the essence. Venue and jurisdiction for the resolution of any disputes arising out of this Agreement will be in Morgan County, Georgia. This agreement supersedes any prior oral agreement or representation.

- b. Renter and any entity related thereto or hired thereby, hereby for themselves, their agents, assigns and/or representatives specifically promise and warrant to fully release, indemnify and hold harmless Owner, its agents, assigns and/or representative against any and all claims, cause of action, actions, liens, demands, right to cause of action, damages and claims of damages sustained, or claimed to have been sustained, on account of any known and unknown personal injuries, deaths, business losses and/or property damage arising out of or in any way related to the use of the Venue, whether or not said claims, causes of actions, actions, liens, demands, rights to causes of action or damages may have resulted in whole or in part from the negligent acts or omissions of Owner, its agents assigns and/or representatives.
- c. This Agreement may not be assigned without the express written consent of all parties. The signatories hereto state that they have the authority to bind the party on whose behalf they are signing. This Agreement will be construed without regard to the identity of the person who drafted it. Each provision of this Agreement will be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party will not be applicable.

17. SPECIAL STIPULATIONS

The following special stipulations shall control when there exists a conflict in any of the foregoing sections of the Agreement.

In Witness, Whereof the parties have executed this Agreement as of the date and year first above written.

RENTER: _____

Printed Name

Signature

Date

Phone

Email

Additional Renters: Printed Name Signature

Owner or Representative
James Madison Inn and Venues

Chasity Burroughs: _____

Please use the following for contacting the Venue's representatives:

Email: cb@jamesmadisoninn.com Phone: (706) 342-6145

Mail: 260 W. Washington St. Madison, GA 30650

Venues at The James Madison Inn

Exhibit A

VENUE RULES

1. There will absolutely be no early load in of vendors, materials, food, equipment, etc. prior to the Venue Date and time listed on the Venue Rental Agreement. Any rehearsal time is for rehearsal only and the wedding party only. No vendors can set up early during rehearsal times.
2. Any damage that occurs to the Venue during the Event will be the responsibility of the Renter.
3. Any boxes thrown in our dumpster must be broken down flat.
4. The Renter is responsible for all actions of its guest and vendors, including without limitation, its caterer, florist, band, DJ, wedding coordinator, etc.

5. Any items left at the Venue after the Venue Date will be discarded by the Owner. A lost and found process is not kept.
6. Audio/Visual equipment is provided on an "as is" basis. It is up to the Renter to verify that the Venue equipment will work with the Renter's equipment.
7. There is a list of functions which must be completed after using the venue. Please implement these functions as a part of the completion of your rental activities.
8. All set up, break down and clean up must be completed during the hours listed in the Venue Rental Agreement. Failure to do so will result in additional fees being charged to Renter in accordance with the Venue Rental Agreement.
9. Absolutely nothing is to be attached to the wall, floors or ceiling. This prohibition includes tape, nails, glue, etc. Any exception must be approved by Owner.
10. All table and chair preset instructions must be provided at least seven (7) days prior to the Event Date. Owner will preset all tables and chairs according to those final written instructions. Any changes to the preset requested by Renter within seven (7) days of the Event will incur additional labor charges.
11. Renter is responsible for the cleanup of the Venue including trash and debris collection after the event. Trash must be placed in designated areas.
12. There is absolutely no smoking inside any of The James Madison Inn Venues. Designated smoking areas and designated smoking disposal units must be used.
13. Caterers are encouraged to visit the Venue prior to the event to assess their needs and the layout of their materials. Only the equipment available in the prep kitchen is made available for Renter's use. Any other equipment for serving or catering functions must be provided by the caterer or the Renter.
14. After the Event, all items brought in for the Event must be removed. All trash and debris items must be removed and placed in the dumpster near the Venue. Tables and chairs are to be left where they were preset.
15. All wet areas such as the drink service area, ice sculptures, etc. must utilize appropriate floor coverings and protectors so as not to damage the Venue.
16. All Vendors and their staff must park in areas designated by Owner to allow maximum parking for Renter and their guests. A valet service is available from Owner for a stipulated charge.
17. All exterior chairs, tents or other items must be provided by Renter or its vendors. All items and placement locations for exterior use must be preapproved by Owner.
18. Owner provides trash cans for use in the Venue.
19. Any plumbing, HVAC, or electrical issues are to be handled by Owner's staff or contractors.
20. Owner does not assume any liability for any equipment or materials brought in by Renter or Renter's contractors for this event.

21. All consumables except trash bags and paper products for restrooms must be supplied by Renter or Renter's contractors.
22. All vendors requiring appropriate licensure with any regulatory agency must maintain this licensure in good standing for the entire period of the Event.
23. Any custom lighting packages or other electrical devices must not exceed the electrical service load allowed in the Venue. Only single phase 110V service will be supplied.
24. EVERY candle used in any venue MUST be in a container which will prevent any wax being spilled.
25. All floral arrangements must have proper protection to guard against damaging the Venue and its flooring.
26. Nothing may be hung from the fire sprinkler supply piping. Nothing can be hung that will interfere with any other ceiling equipment.
27. Renter and Renter's vendors must supply all ice storage and drink storage coolers. These items must not "weep" to damage Venue flooring or other surfaces.
28. None of the Owner's equipment is to be removed.
29. Fire egress areas and doors are never to be blocked or locked or made inaccessible for any reason.
30. Use of restroom facilities must be respectful by all personnel and guests.
31. Owner must approve any outside grilling or cooking.
32. There will be no dumping of any materials inside or outside of the Venue.
33. Care must be taken during the movement of any equipment or materials to prevent the damage of any of the Venue flooring. Floor damage, as well as other damage to the Venue will result in damage fees being assessed.
34. Renter and Renter's vendors must observe the following requirements by the End Time of the Event:
 - a. No food or beverages are to be left in the Venue(s)
 - b. All materials and equipment must be safely removed