



Rental/License Agreement

This Rental Agreement is made and entered into on May 4 2024 (mm/dd/yy)
by and between The View Event Center, LLC. (hereafter referred to as "The View") located at

900 HWY 36 W Williamstown, KY. 41097 and the Client:

Name: Boone County High School

Address: 7056 Burlington Pike Florence, KY 41042

Email Address: Angel.miller@Boone.kyschools.us

Phone Number: 859-609-8682

The View is available for a wide variety of social or business functions. Our policies assure proper maintenance so that all Clients will be able to use and enjoy the property. In consideration of the mutual covenants, terms and condition set forth herein, the parties agree as follows:

1. **License of Venue.** Subject to the terms and conditions of this Agreement, Licensor agrees to license to Licensee the wedding event venue area located at 900 HWY 36 W, Williamstown, KY. 41097 (the "Venue") The View on May 4 2024 (mm/dd/yy & time "Event Date") for the purpose described prom on the Rental Fee Schedule attached here to as **Exhibit A.**
2. **Venue Rental Pricing.** Licensee shall pay to Licensor a total rental fee based on the event guest count selected on the Rental Fee Schedule. This fee grants Licensee the license to use and occupy the Venue, subject to the terms and conditions of this Agreement, from 7:00 - 11:00 (time) on May 4 2024 (event date).
3. **Security Deposit.** Licensee shall pay to Licensor a security deposit (the "Security Deposit") in the amount of 25% of the full cost of the Rental Fee. The Security Deposit shall be due upon the execution of this Agreement. In exchange for the Security Deposit, Licensor shall reserve the Venue for Licensee for the Event Date specified in the executed Agreement. **DEPOSITS ARE NON-REFUNDABLE!**

Initial AM

4. **Payment of Rental Fee.** All outstanding amounts owed under this agreement will be due to Licensor no later than **six (6) months** prior to the Event Date. The Rental Fee is due regardless of cancellation, and Licensor reserves the right to apply the Security Deposit to any unpaid Rental Fees or any other applicable fees and changes. **Any event booked within the 6-month period will be paid in full time of booking.**
Initial AM
5. **Clean Up of Venue.** Licensee is solely responsible to clean out all personal items, trash, food supplies, decorations and any other materials brought into the Venue by Licensee or his/her guest, event vendors or employees at the end of the event date. Licensee shall pay to Licensor a clean-up fee in the amount of \$250 per hour (billed in hourly increments) if the Licensee fails to leave Venue in same condition as it was found at the start of the Event Date. This charge may be deducted from Licensee Security Deposit.
Initial AM
6. **Venue Condition.** Licensee acknowledges that he/she has been offered to inspect the Venue and accepts the Venue in its current condition.
7. **Prohibited Substances.** Licensee is not permitted to use fireworks, Chinese sky lanterns, wick candles (unless permission by owner). Licensee will comply with all applicable laws including, without limitation, ensuring that no illegal drugs are brought to the venue by Licensee or by any of Licensee's guests.
8. **Smoking.** Absolutely no smoking is permitted in any area of the Venue structure. Smoking is permitted only in outdoor areas of the Venue that is designated as a smoking area. **All cigarette butts must be disposed of properly and none may be thrown on the ground. Failure to abide by this rule by Licensee or Licensee guests will result in forfeiture of the entire Damage Deposit and may result in additional damages being assed against Licensee for costs of special cleaning service to remove smoke residues and odors and to pick up cigarette butts.**
9. **Pets.** No pets or animals are allowed to be brought into Venue by Licensee or Licensee guests unless prior written permission has been obtained. If permission has been obtained Licensee is responsible for cleaning up after all such pets and for any damage caused by such pets.
10. **Parking.** Licensee and his/her guests, invites and vendors must park only in the designated parking area. Vendors should not park on grass (other than specified areas) or in any area that has not previously been approved by the Landlord.
11. **Vendors.** Licensee may contract with vendors of his/her own choosing for all event services. Vendors may arrive to set up only during the times specified. Licensor cannot sign for any items and is not responsible for any items left at the Venue by any vendor. Each vendor before entering onto the Venue premises must deliver to Licensor, a valid and current business license, an alcoholic beverage control license (if applicable) and a Certificate of Liability Insurance. Each such Certificate of Liability

insurance must name the Licensor as an additional insured. Failure to deliver said documents to Licensor, shall allow Licensor to bar the delivery of such goods or services by particular vendor.

12. **Damage to Venue and Surrounding Property.** Licensee is responsible for any and all damage to the Venue and surrounding property caused by Licensee or by Licensee's guests, event vendors. Licensor shall inspect the Venue after the end of the Event Date to determine whether any damage was sustained to the Venue or surrounding property. Licensor shall notify Licensee of any damage resulting from Licensee's use and occupancy of the property. Licensor may repair any damage at Licensee's expense. All contracts are subject to a \$500.00 deposit for incidental damage and contract obligations not followed by the terms of the agreement (This will be submitted in a separate check 30 days prior to your Event Date and returned after assessed for issues and cleared).

Initial AM

13. **Liability Insurance.** Licensee is required to carry liability insurance. Policy shall be for no less than \$1,000,000 and shall cover the dates or date May 4 2024 (mm/dd/yy) – (mm/dd/yy) The company or companies writing any insurance policy which Licensee is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement as well as the form of such insurance shall at all times be subject to Licensor's approval. The required insurance policy evidencing such insurance shall name Licensor (The View Event Center, LLC.) as an additional insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after 30 days written notice to Licensor. Proof of each such policy or a certificate thereof, shall be provided to the Licensor by Licensee at least thirty (30) days prior to the Event date. If Licensee fails to carry said insurance coverage for such dates _____ (mm/dd/yy – mm/dd/yy) Licensor may terminate this agreement and Licensee shall not be entitled to a return of the Security deposit.

14. **Permits and Licenses.** Licensee is responsible for procuring all necessary permits and licenses, if any, required for the use of the Venue for the event, including any permit or license required in order to serve alcohol at the Venue for the Event. Licensee is responsible in making sure that its servers serve alcohol to only those guests of Licensees that are 21 years of age and older and that Licensee's servers check all guest's government issued identification to confirm such age requirement (ex. Drivers's license). Further, Licensee will ensure that Licensee's servers do not serve any person that is intoxicated. Licensor shall reasonably cooperate with Licensee to secure all necessary permits and licenses. Server must also carry their own insurance of \$1,000,000 liability insurance or be insured by the caterer with a liquor license.

All Non-Preferred CATERERS charge back a 10% catering fee to caterer in the venue to allow you the option to choose your own caterer. This fee is added to your quote on all food and beverage packages. Caterers must sign a contract with the barn prior to your confirmation of their quote.

The dispensing of all alcoholic beverages will not end later than 10:30pm.

Initial AM

15. **Removal from Venue.** Licensee is responsible for the acts of his/her guest, event vendors and employees. Licensor reserves the right to remove any person from the Venue that Licensor believes is disrupting, obstructing, or damaging the Venue or surrounding property.
16. **Unavailability of Venue.** Should the Venue become unavailable for the Event due to damage by fire, flood, or other cause or Act of God, or should Licensor be unable to fulfill the terms of this Agreement due to any unforeseen occurrence outside of Licensor's reasonable control, then this Agreement shall terminate and Licensor shall be liable only for the fees paid by Licensee up to the time of such

termination. For the avoidance of doubt, this Section 16 shall survive the termination of this Agreement.

17. **Limitation of Liability.** Licensee acknowledges and agrees that LICENSOR IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPEACIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR REVENUE OR DIMINUTION IN VALUE), REGARDLESS OF WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHERWISE.

Licensee acknowledges and agrees that IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LICESOR BY LECENSEE PURSUANT TO THIS AGREEMENT.

For any and all claims arising out of or related to the Agreement, Licensee shall seek recovery only against Licensor and not against any individual associated with Licensor or the owner of the real property where the Event is being held. For the avoidance of doubt, this Section 17 shall survive the termination of this Agreement. The licensor shall not be held responsible for any loss or damage, including damage to licensee's personal property nor the personal property of licensee's guests, agents, event vendors or employees. The Venue encourages responsible driving. Should a guest be unable to safely operate a vehicle following the event, guests may leave vehicles overnight and shall be required to remove said vehicle no later than 10am (time) the day following the event. Guests leaving their vehicle at the venue will be leaving at their own risk. The Venue shall not be responsible or liable for the care of the vehicle.

18. **Indemnification.** Licensee shall indemnify, defend and hold harmless The View, it's owner, its management company, and its owners, officers, and employee from and against all demands, suits, judgements, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.

This indemnity shall survive the termination of this Agreement. Licensee herby releases The View from any and all liability or responsibility to Client or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee, Licensee's guests or vendors covered by any insurance then in force.

19. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky (without regard to principles of conflict of laws), including the application of any applicable statutes of limitations and equitable principles and the availability of any remedies. Any action, suit or proceeding brought by any party with respect to, or to enforce the terms of, this Agreement or any other agreement provided for herein or related thereto, shall be brought by such party exclusively in the courts of the Commonwealth of Kentucky, located in Williamstown, KY, or in the courts of United States for the Southern District of Kentucky, Eastern Division. Each party, by its execution of this Agreement, irrevocably submits to the jurisdiction of said courts.

20. **Entire Agreement.** This Agreement, including any Exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. If and when included within the term "Licensee," as

used in this Agreement, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Licensee.

- 21. **Attorney Fees.** In any legal disputes between the parties regarding the terms and conditions of this Agreement resulting in litigation, the prevailing party shall be entitled to reasonable attorneys' fees and court cost from the non-prevailing party.
- 22. **Joint and Several Liability.** If there is more than one Tenant, the obligations and responsibilities of Tenant under this Lease shall be joint and several.
- 23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 24. **Assignment.** Licensee may not assign any of its obligations hereunder without the prior written consent of The View.
- 25. **Licensee Acknowledgment.** Licensee acknowledges that his/her has read this entire Agreement and understands and agrees to all its terms. Licensee further acknowledges that his/her has received a copy of this Agreement.

Licensor: The View Event Center

Representative: ~~Angel Miller~~

Date: 8/24/2023

Licensee 1 – (ex. Bride)

Licensee 2 – (ex. Groom)

Licensee: Angel Miller

Licensee: _____

Home Address: 7056 Burlington Pike
Florence, KY 41042

Home Address: _____

Email Address: Angel.miller@boone.kysichads.us

Email Address: _____

Phone Number: 859-609-8682

Phone Number: _____

Date: 8/24/2023

Date: / /

Signature: Angel Miller
Black

Signature: _____

Guest Count: _____

Rental Fee Schedule

Exhibit A

Tier	Number of Guests	Total Rental Fee
1	Up to 100	Friday/Sunday - \$3,000 Saturday - \$3,500 PEAK SEASON (September and October) add \$1,000
2	101 - 200	Friday/Sunday - \$3,500 Saturday - \$4,000 PEAK SEASON (September and October) add \$1,000
3	201 - 300	Friday/Sunday - \$4,000 Saturday - \$5,000
4	301 - 350	Friday/Sunday - \$5,000 Saturday - \$5,500
	2-day Rental	\$7,000
	Friday, Saturday & Sunday	\$8,000
	Monday – Thursday	\$500 - \$2,500

- * Please only use real flower pedals outside and faux flowers inside.
- * Balloons are ONLY allowed outside the venue.
- * All alcohol must be served from the bar. Please let guest know there are no coolers allowed or drinking out at their vehicle.
- * All children need to be supervised (there are rock pebbles in the landscaping therefore kids must be supervised and not playing in them).
- * If Confetti is used, client is responsible for cleaning up. Otherwise, a cleaning fee will come out of the damage deposit.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on you (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

List of additional Items, if interested in renting:

- 1. Arches \$100**
- 2. Bartender \$300 (must use if bringing your own alcohol)**
- 3. Setup/breakdown of decorations/chairs \$400**
- 4. Premium Closet \$200**
- 5. Napkin rental \$.50 each (packs of 100)**
- 6. Charger Plates \$.50 each**
- 7. Projectors \$100**
- 8. Bar Package**
 - a. Bar napkins, ice & cups. (Price to be determined based on headcount) Starts at \$100**
- 9. Premium Bar Package**
 - a. Bar napkins, ice, cups, cake plates, forks and cake cutting. (price to be determined based on headcount) Starts at \$150**