



Facility Use Rental Agreement

203 S. Washington Ave.
Saginaw, Michigan 48607

Recitals/Rental of Spaces Available

LICENSEE/RENTER: SVRC Marketplace does hereby grant the undersigned (hereinafter "Licensee") a limited license to access and use the SVRC Marketplace pursuant to the express terms and conditions herein, and solely for the purposes set forth in this Facility Use License Agreement (hereinafter "Agreement"). This License is freely revocable by SVRC Marketplace.

LICENSEE/RENTER:

EVENT TYPE:

LICENSEE/RENTER CONTACT

TELEPHONE: _____

ADDRESS: _____

EMAIL: _____

SPACE REQUESTED: ATRIUM PRESS ROOM DEMONSTRATION KITCHEN (1ST FLOOR)
 2nd Floor Ballroom OTHER (PLEASE DESCRIBE): _____

DATE(S): _____

TIME(S): _____

WILL THIS EVENT BE FOR RETAIL SALES OR THE SALE OF PRODUCT: _____ YES _____ NO

Effective March 2020

Conditions for License and Use

LIMITED USE:

The Licensee agrees to be bound by the terms and conditions of this Agreement, and that this license is solely for the purpose and use at the designated location, date(s) and time(s) set forth in the Recitals. Licensee further agrees that it will not use this License for any illegal acts or actions that would violate any statutes, ordinances, regulations or the SVRC Marketplace's rules and code of conduct.

ENFORCEABILITY:

The Licensee agrees that this License shall only be enforceable as to the SVRC Marketplace pursuant to the terms and conditions in this Agreement and shall not be enforceable against any Tenant of the SVRC Marketplace, nor shall it be enforceable against any affiliates, investors, or parent companies of the SVRC Marketplace.

INDEMNITY AND HOLD HARMLESS:

Licensee, its agents, employees, clients, vendors, representatives, assigns, invitees shall at all times indemnify, defend and hold SVRC Marketplace, its partners, agents, employees, representatives and assigns harmless from all loss, liability, damages, fines, causes of action, lawsuits, judgments, claims of liability; claims of injury, expenses and costs, including but not limited to, court costs, interest on any judgment and attorney fees that may occur or be claimed with respect to any person or persons, or property in connection with the use and/or possession of this License. Licensee shall further at all times indemnify, defend and hold the SVRC Marketplace, its partners, agents, employees, representatives and assigns harmless from all loss, liability, costs, damages, fines, causes of action and expenses that may occur or be claimed arising from any and all claims of indemnification and/or contribution made by any person, SVRC Marketplace Tenant, partnership, corporation, or other legal or non-legal entity that may hereinafter establish the right to indemnification and/or contribution resulting from any act done or omission by or through this License.

GENERAL COMMERCIAL LIABILITY INSURANCE:

Licensee shall maintain, at all times during the period this License is effective, comprehensive general commercial liability insurance covering any use of, and/or access to the SVRC Marketplace in connection with this License. Licensee further agrees to provide the SVRC Marketplace Manager a copy of any insurance policy and Declarations confirming that said coverage is effective for the period of this License before this License will become effective.

REVOCABILITY:

Licensee agrees that SVRC Marketplace may freely revoke this License at any time and for any reason. This License shall further be **automatically revoked** under the following circumstances:

- Failure to maintain proper insurance coverage;
- Any use or purpose that is not expressly set forth in this Agreement;
- Failure to maintain or loss of any certification(s), permit(s) or license(s) required and/or necessary for the event or purpose, for which this License is issued;
- Repeated disturbances to SVRC Marketplace, its Tenants or other patrons by the Licensee or through use of this Licensee;
- Any act or omission by the Licensee or through use of this Licensee that causes damage to persons or property or affects SVRC Marketplace's eligibility for federal historic tax credits under § 47 of the Internal Revenue Code or New Market Tax Credits.

TERMINATION:

Unless otherwise revoked, this License shall automatically terminate at the expiration of the Date and Time set forth in the Recitals. Licensee and SVRC Marketplace may agree to extend the term of the License prior to the expiration of the Date and Time set forth in the Recitals under separate written agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE FOR LICENSEE: _____

Effective March 2020

DATE: _____

- **SECURITY DEPOSIT:** Press room, Atrium and Historic Lobby, Pavilion rental space- **\$50** deposit; Ballroom - **\$200** deposit that is **REQUIRED** at the time of application and to reserve date of event requested.
- **PLEASE NOTE:** Security deposit is nonrefundable and nontransferable per cancellation of event. Once the event has been completed and the space has been inspected following rules and regulations, **please allow 7-14 business days for return of deposit.**

RENTAL RATES AND SPACES AVAILABLE

PLEASE NOTE: RENTAL TIME IS TO INCLUDE SET UP, DECORATING, TEAR DOWN AND CLEANING. **There is a \$50.00 early set up fee based upon space rental availability**

-SVRC Marketplace reserves the right to cancel space rental based on building conditions and safety concerns at any time.

Kitchen Facilities

- Commercial Kitchen Rental **\$25.00/hr**

The Press Room: Conference space located in the lower level for private parties: priced at a rate of **\$200.00/4** hours or **\$400.00/8** hours with a maximum capacity of 120 people. Tables and chairs are included in the hourly rate. Catering, Linens, Silverware, Plates or other table items must be rented from an outside source.

-For use during market hours of operation: for a business or organization the press room is priced at a rate of **\$50.00/4** hours, **\$100.00/8** hours.

***For non-profit organizations with correct paperwork provided there is a 30% of discount ONLY to be applied to non-market day rentals (not applicable for \$50.00 x 4hr/ \$100 x 8hr rates)**

Private events

- 4 hr rental \$200.00
- 8hr rental \$400.00

Business/organizations (discount does NOT apply)

- 4hr rental \$50.00
- 8hr rental \$100.00

The Atrium & Historic Lobby is available at a rate of **\$45.00/hour**, during non-marketplace hours. Should you wish to combine the atrium and the demo kitchen (must be ServSafe certified to use) the space is available at a rate of **\$65.00/hr**.

For non-profit organizations with correct paperwork provided there is a 30% of discount with rate chosen

Atrium Rental Space

- Atrium \$45.00/hr x _____
- Atrium with demo kitchen \$65.00/hr x _____

Historic Lobby Rental Space

- \$45.00/hr x _____

The Ballroom is available at a rate of **\$1,000.00/4-hour** rental, **\$1400.00/8-hour** rental for gatherings up to 390 guests. Round tables and chairs included in room rental. Catering, Linens, Silverware, Plates or other table items must be rented from an outside source.

For non-profit organizations with correct paperwork provided there is a 30% of discount with rate chosen

Effective March 2020

Private Events

- 4 hr rental \$1,000.00
- 8hr rental \$1,400.00

The Outdoor Pavilion

- \$300.00 for full day (9am-11pm)

Additional Fees:

- Rental of additional 6ft rectangular tables **\$10.00/table** (5 to come with ballroom) x _____
- Glass vases medium and large **\$5.00/vase** x _____
- High top tables (5 available) **\$10.00/table** x _____
- 2-hr early access/set up fee **\$50.00 for Pressroom** _____ **\$100.00 for Ballroom** _____
- Set up fee of Pressroom: **\$100.00**
- Set up fee of Ballroom: **\$200.00**
- Security Guard: ***Needed if alcohol is involved at event*\$40.00/hr** x _____
- Janitorial Expense: clean up post-event (trash, floors, sanitation, etc)
 - o **\$150.00** for ball room
 - o **\$100.00** for press room

For valuable consideration, SVRC Marketplace and Lessee agree as follows:

The Lessee agrees to the following terms:

- 1. Comply with Laws.** In using SVRC Marketplace facilities, Lessee will comply with all applicable laws and will not state any activity that is hazardous or dangerous.
- 2. Indemnity.** Lessee agrees to indemnify and hold SVRC Marketplace harmless from any loss, liability, cost or expense, including attorney fees, arising out of or in connection with the acts or omissions of Lessee, its employees, agents or contractors, or use of SVRC Marketplace facilities for the Event. Lessee assumes the risk of loss of any property of Lessee brought onto the SVRC Marketplace premises. The Lessee will also reimburse SVRC Marketplace for loss or damage to SVRC Marketplace property sustained as a result of Lessee's Event.
- 3. Insurance.** Lessee agrees to obtain liability insurance for the Event in the amount of not less than one million (\$1,000,000.00) dollars per occurrence. Lessee must provide SVRC Marketplace with satisfactory evidence of such insurance, naming SVRC Marketplace as an additional insured, before the Event begins. **No Smoking** is allowed on the premises before, during or after the Event.
- 4. Decorations.** Lessee agrees not to decorated or modify any SVRC Marketplace facilities or use any SVRC Marketplace equipment, tools or furnishing without prior consent of SVRC Marketplace. Rules to be provided; security deposit refund is at SVRC Marketplace staff discretion per review of space.
- 5. Alcohol.** A **LICENSED facility and or bartender MUST** be in use during event with correct and proper documentation provided to SVRC Marketplace staff. For liability, SVRC Marketplace **MUST** be listed as a rider on lessee's home owners insurance. **If lessee does not follow alcohol rules and risks liability with bringing in outside alcohol, security will ask them to leave and security deposit will NOT be refunded.**
- 6. Over-Subscription.** Lessee agrees not to distribute or cause to be distributed tickets in excess of seating capacity or admit a larger number of persons that can safety and freely move about in the space contracted for.
- 7. Complete Agreement.** This Agreement together with any attached schedules constitutes the complete Agreement of SVRC Marketplace and the Lessee and supersedes any prior discussions and negotiations.

Effective March 2020

8. Limitation of Damages. In the event of breach of this Agreement, neither party shall be liable for indirect. Consequential, resulting or exemplary damages.

****The parties agree to the above terms. Payment is due no later than 48hrs prior to event date****

Leasee

Date

SVRC Marketplace Manager

Date

SVRC CEO

Date