



COF Contract No. 2017-0197

230 Franklin Road
Franklin, TN 37064
www.factoryatfranklin.com

RENTAL AGREEMENT

Today's date: July 24, 2017

Event Information

Group: Mayor's State of the City Address 2018/ City of Franklin
Day/Date: Tuesday & Wednesday, May 15 & 16, 2018
Venue: Liberty Hall & Heritage Room

Rate \$ 500.00
One-time reduced rate
(PAID Ch. #327140, 7/14/17)

Make checks payable to Factory at Franklin, LLC.

Rental Deposit \$ n/a
DUE AT BOOKING. Applied to rate. Refundable up to 90 days prior to event

Cleaning Deposit \$ 500.00
DUE WEEK OF EVENT. Refundable upon following clean-up requirements or will be applied to final balance.

PLEASE COMPLETE THE FOLLOWING:

Contact Name: Monique McCullough

Email Address: moniquem@franklintn.gov

Billing Address: 109 Third Ave S, Franklin, TN 37064

Phone #s: 615.550.6606 office

Phone # or website/email for tickets (if applies): _____

Set-up time: _____ (Please specify a.m. or p.m.)

Event times: _____ to _____ (Please specify a.m. or p.m.)/ **All events must conclude by 12am.**

Approximate # of guests: _____

Title/Name of Event (to be posted on the Front Desk blackboard):

This instrument made and entered into on this date, 9/1/2017, by and between the Factory at Franklin, hereinafter referred to as "Lessor" and (name) City of Franklin, hereinafter referred to as "Lessee". Included as a part of this Rental Agreement is a copy of the attached Rental Guidelines, which is incorporated by this reference.

Said lease is made under the following terms and conditions:

1. In consideration of being granted permission to use above said Venue, Lessee does forever release and discharge and indemnify and hold harmless the Factory at Franklin, its successors and assigns, and its owners, officers, employees, agents and their heirs and personal and legal representatives, from any and all causes of action, claims damages, liability, and loss of services which the Lessee may have against the Factory at Franklin, its successors and assigns, and its owners, officers, employees and agents and their heirs, and personal and legal representatives, resulting from any damage or injury which may or might be suffered while the Lessee has the use and/or custody of Venue, but excluding any damage or injury caused by the gross negligence or willful misconduct of the Factory at Franklin.
2. The Lessee will put down a \$500.00 Deposit on the rented space in the form of a check made **payable to Factory at Franklin, LLC**, which is applied to the rental rate. The deposit is refundable only if cancellation is done at least 90 days prior to the scheduled event.
3. The Lessee agrees to make full payment in the amount of the contracted Rental Rate prior to the scheduled event. The Factory at Franklin reserves the right to delay, cancel or postpone any event until payment is received.
4. If there are add on charges or fees, which result in a remaining balance, the Lessee agrees to make full payment on such charges or fees after the scheduled event. If fees become overdue, client is responsible for all legal and/or collection costs, in addition to any fees for returned checks.
5. The Lessee is responsible for any costs incurred for Factory attorneys to review any contractual changes Lessee requests.
6. A Cleaning Deposit of \$500.00 will be provided by the Lessee in the form of a check made **payable to Factory at Franklin, LLC**, the week prior to the event. The deposit is refundable if the clean-up requirements of the Rental Guidelines are followed. The check will be refunded if account is paid in full or applied to final balance due.
7. The Lessee agrees to follow all the Rental Guidelines. A copy of these Guidelines should accompany this Rental Agreement.
8. The Lessee does further agree to replace and/or repair any and all damage to the above- mentioned event venue at the Factory at Franklin, and to replace and/or repair any and all personal property therein that may or might be damaged and/or lost while the Lessee has the use and /or custody of the Factory at Franklin. It is suggested that the undersigned consider purchasing liability insurance (known as an Events Policy, with the Factory at Franklin listed as additionally insured) to cover damage and or injuries. By electing not to have this coverage, Lessee assumes all responsibility.
9. Policy on Catering - Effective July 1, 2015, the Factory encourages all clients to consider the on-site caterers first, and their contact information should accompany this agreement. If the client chooses to engage the services of an outside caterer there will be no buyout fee imposed.
10. Policy on Alcohol Liability insurance is required from the Lessee in the event alcohol is being served. A Certificate of Liability Insurance must be obtained with coverage at a minimum of one million dollars, must specify alcohol coverage, and must list the Factory at Franklin as additionally insured. A copy is to be sent to the office at the Factory prior to rental date. No alcohol is to be sold without an ABC permit, and beer permits must be obtained from the City of Franklin Beer Board for any beer sales. See Rental Guidelines for additional information.
11. The Factory at Franklin reserves the right to refuse and/or cancel functions in the event the function is not conducive to the business practices of the Factory or that encourage illegal/immoral activity.
12. The Factory at Franklin reserves the right to require police presence at the event at the client's expense.

13. If Lessee violates any provisions of this Rental Agreement, including the Rental Guidelines, Lessee shall not be eligible to enter into any future rental agreements with Lessor.
14. Lessee must be able to demonstrate a reasonable degree of control and responsibility for the conduct of all guests. No smoking is permitted at any time inside the Factory. **Children must stay in rented areas during events and must be supervised by responsible adults at all times.** No loitering in parking lot permitted. Music must be kept at a comfortable level as determined by Factory staff. Any person causing a public disturbance may be required to leave the Factory at Franklin property.

I/WE, THE UNDERSIGNED, HAVE READ THE ABOVE RENTAL AGREEMENT and RENTAL GUIDELINES. I/WE FULLY UNDERSTAND ITS LEGAL MEANING, AND DO SIGN BELOW AS MY/OUR OWN FREE ACT AND DEED.

AGREED AND ACCEPTED BY LESSEE:

SIGNATURE: Eric S. Stuckey

PRINT NAME: Eric S. Stuckey

DATE: 9-1-2017

AGREED AND ACCEPTED BY LESSOR:

THE FACTORY AT FRANKLIN:

BY / SIGNATURE: Tami Pryce

PRINT NAME: Tami Pryce, Events Manager

DATE: 10/12/17