1569 Janmar Road, Suite B, Snellville, GA 30078
770-935-3223
www.aboutfaceskin.com
www.aboutmindandbody.com

Room Rental Agreement

THIS RENTAL AGREEMENT ("Agreement") is made by and between the About Face Skin Care dba "About Mind and Body" (hereinafter "AFSC/AMB") and _____ (hereinafter the "Renting Party"). AFSC/AMB and the Renting Party collectively may be referred to as the "Parties."

Recitals

The AFSC/AMB desires to rent out the Room, defined below, and the Renting Party desires to rent the Room on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. Facilities. During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of Suite C of the AFSC/AMB (the "Room") located 1569 Janmar Road, Suite C, including the restrooms, tables chairs, and lights normally assigned for use by renting parties. During the term of the Rental Period, the Renting Party may have access to and use of, for legitimate purposes only, one refrigerator located in the kitchen adjacent to the Room (the "Room Kitchen"), subject to terms and conditions of paragraph 10. Under the terms of this Agreement, the Renting Party □ **is or** □ **is not** permitted use of the (a) the public address system, (b) any audio/visual equipment located in the Room, or (c) any other equipment and/or utensils in the Room's commercial kitchen not specified in this paragraph.

During the term of the Rental Period, parking will be made available for the Renting Party's guests. In AFSC/AMB's sole discretion, however, sufficient parking spaces will be saved for on-duty and AFSC/AMB personnel and any other office complex tenants and visitors.

2. Rental Period. The Renting Party has the use of the Room on _____, 20___, between the hours of ____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must be authorized by AFSC/AMB Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.

3. Rental Charge. The charge for the Rental Period Room be $250.00 (which includes $200.00 for the "Rental Charge" plus $50.00 for cleaning contractor – see condition #9) payable in full to the About Face Skin Care via credit card, check or money order thirty days in advance of the Rental Period, or if less than thirty days, upon the execution of this Agreement.

4. Rental Hold/Security Deposit. In addition to the Rental Charge, the Renting Party will be responsible for paying AFSC/AMB an additional charge of $200.00 – the "Rental Hold/Security Deposit" – upon execution of this Agreement to secure the Renting Party's intent to rent the Room and cover any damage or loss that may occur to the Room, its contents, or any other part of the AFSC/AMB. Only after the AFSC/AMB has determined that the Room, its contents, and the AFSC/AMB building and grounds are free of damage arising from or related to the Renting Party's rental of the Room will this, or a portion of this, be refunded. Upon demand from AFSC/AMB, the Renting Party will be immediately responsible to pay AFSC/AMB the cost to repair any damage in excess of the Rental Hold/Security Deposit.

5. Maximum Capacity. No more than one hundred fifty (125) persons will be permitted in the Room at one time.

6. Decorations. The only decorations permitted in the Room are those which may be placed on the floor or on the tables. The Renting Party may not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Room. No candles or open flames are permitted inside the Room at any time. The Renting Party should not use rice, bird seed, glitter or confetti of any type in the Room or on the grounds outside of the AFSC/AMB.

7. Rental Chairs, Tables and Other Equipment. Prior to the Rental Period, AFSC/AMB must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Room. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period.

8. Damage: The Renting Party is responsible, and upon demand will need to pay AFSC/AMB, for any and all damage to the Room that arises from or is related to the Renting Party's rental of the Room. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat closet, or any other property or asset owned by AFSC/AMB.

9. Cleaning of Room. The AFSC/AMB designated cleaning contractor will clean the Room following the Rental Period and bill the Renting Party for the cost of this service.
(Included in condition #3.)

10. Use of Room Kitchen. If the Renting Party uses the adjacent Kitchen, they are responsible for:
a. removing all boxes, food and trash from the Room Kitchen at the end of the Rental Period;
b. cleaning all counters and surface work areas in the Room Kitchen, including any food spilled in the food warmer or refrigerator;
c. sweeping the Room Kitchen floor;
d. removing all dishes, glasses, silverware, linens, and other material equipment rented by the Renting Party at the end of the Rental Period;
e. not using any AFSC/AMB pots, pans, any other cooking utensils, the Room Kitchen coffee machines or any equipment or material stored in Room Kitchen cabinets or storage areas;

11. Acts Beyond AFSC/AMB's Control. In the event the Room or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence happens that renders AFSC/AMB's fulfillment of this Agreement impossible, then this Agreement will be terminated, and AFSC/AMB will refund the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Charge and the Security Deposit will be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

12. Acceptance of Premises. The Renting Party agrees that it has inspected the Room and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.

13. Scheduling. The AFSC/AMB retains the right to schedule other events in the Room both before and after the Rental Period without notice to the Renting Party.

14. Advertising. Absent express written consent from the AFSC/AMB, the Renting Party may not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Room or AFSC/AMB, including AFSC/AMB's parking lot.

15. Access to Premises. The AFSC/AMB reserves for its members, representatives, and agents free access and right to enter any portion of the Room.

16. Indemnity. The Renting Party will indemnify, defend, and hold harmless AFSC/AMB and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Room

17. Cancellation. In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (ii) cancels, the Rental Hold/Security Deposit will be forfeited as liquidated damages.

18. Compliance with Laws. The Renting Party is to comply with all applicable laws and regulations and the Renting Party should not use or occupy the Room for any unlawful purpose or permit others to use or occupy the Room for any unlawful purpose.

19. Alcoholic Beverages. If the Renting Party intends to serve alcohol at its event, it must obtain any licenses or permits required under applicable laws and regulations to do so and provide the AFSC/AMB with copies of any such licenses or permits five days prior to the Rental Period. No alcoholic beverages are to be consumed outside the Room.

20. Assignment. This Agreement may not be assigned or transferred without the written consent of the AFSC/AMB.

21. Entire Understanding. The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Room.

22. Modifications. This Agreement may not be modified or amended except through a written agreement signed by the Parties.

23. Advice of Counsel. Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

24. Governing Law. This Agreement is governed by the laws of the State of Georgia. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions Room, nevertheless, continue in full force and effect.

25. Required Signatures. This Agreement is not valid unless signed by an officer of AFSC or Program/Event Director.

26. Binding Effect. This Agreement is to be binding upon the Parties, their heirs, representatives or assigns.

About Face Skin Care, LLC
1569 Janmar Road, Suite B and C
Snellville, GA 30078

By:_____ Date:_____
Printed Name:_____ _____ (AFSC/AMB Room Rental Coordinator)

RENTING PARTY:
Name of Organization (if applicable):_____
Address: _____
By:_____ Date:_____
Printed Name:_____
Title: _____

Rental Fee paid by: CC Check Cash in the amount of:_____
**Checks made payable to About Face Skin Care
Make copy of this agreement executed by all parties for customer. Original to AFSC.