



Special Events & Wedding Venue Contract

This Agreement is made effective as of _____, by and between Lynn Properties, LLC
d/b/a the New Orleans Athletic Club and _____ (names of clients).

The Renter(s) represent that they desire to hold a special event on _____(date) in
_____(room).

1) VENUE RENTAL & FEE(S):

(a) The Renter(s), agree to pay an initial nonrefundable deposit of 10% of the total of all fees. This payment serves to hold the venue for the specified date of event or wedding and is payable at the time of contract signature. An additional payment of 40% of the total fee is expected 30 days prior to the event.

(b) The remaining agreed upon VENUE RENTAL FEES will be due 3 days prior to the date of the event rental. The agreed upon date of payment will be the following: _____.

(c) Payments may be made via cash delivery, certified check, or credit card and are *non-refundable after receipt*.

Event Date: _____ Party Name: _____

Room Name(s): _____

Room Hold: _____ (time duration)

Event Start Time: _____ End time: _____

1st Deposit: _____ Due at signing: _____

2nd Deposit: _____ 30 days prior: _____

Final Payment: _____ 72 hours before: _____

2) DATE CHANGES:

In the event the Renter(s) is forced to change the date of the event or wedding, every effort will be made by the New Orleans Athletic Club to transfer reservations to support the new date. The Renter(s) agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Renter(s). The Renter(s)

further understands that last minute changes can impact the quality of the event and that the New Orleans Athletic Club is not responsible for arrangements made with another vendor

3) CANCELLATIONS:

In the event of a cancellation of a special event or wedding, all payments made to date are non-refundable. We understand that sometimes it is necessary to change or cancel a reservation. All cancellations or reservation changes must be made in writing. We cannot refund any advance payment for a canceled reservation unless the club is re-rented for the entire period for the same amount of money or more and prepayment has cleared. If it is rented for less, than in that event you will be reimbursed your advance payment less the amount of the difference in rental fee. We will make every effort to re-book the space reserved; however, if it is not re-booked, you forfeit all monies paid. If a cancellation is successfully re-rented, all of the rent, taxes and damage/security deposit will be refunded, less a \$150 cancellation fee.

4) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by Renter(s), which includes all EVENTS PLANNERS, WEDDING COORDINATORS, and VENDORS who are involved in the planning and execution of the special event on the premises:

(a) Parking: Special arrangements can be made to reserve parking if the lot(s) are available for rental. Should the Renter(s) wish to reserve the spaces, pricing can be quoted and security personnel retained to patrol the lot, specifically for the duration of the event.

(b) Swimming Pool and Fitness Areas: Guests of the event are confined within the defined event areas. Should guests wander into other areas of the club such as the exercise areas or the pool area etc, the Renter(s) assumes full responsibility for any damages to the facility or injury to their guests.

(c) Candles: All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass.

5) EVENT ENDING TIMES:

All outdoor events must end by 12 a.m. on Saturday and Sunday evenings, 10 p.m. on Monday through Friday evenings to comply with sound ordinances and to allow for cleanup and closure of the site by 10 p.m.

6) DECORATIONS:

Decorations may not be hung with tape, wire, nails or screws anywhere in or around the club without written authorization from the owner of the club to avoid damage the venue. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Renter(s) and the venue. Any decorations done through a vendor not familiar with the premises is required to schedule a meeting for viewing of the site and submit a punch list for set up 10 days prior to the event.

Note: The use of birdseed and blowing bubble is permitted only outside for wedding and reception farewells. Rice, confetti, flower petals, balloons, glitter, pyrotechnics, feathers and sparklers are not permitted inside or outside the facility.

7) INSURANCE: The New Orleans Athletic Club will obtain a Commercial General Liability Insurance policy which will include Host Liquor liability, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such Insurance shall name renter as an additional insured and the renter shall be liable for the reimbursement of said amount thirty days before the event.

8) LIQUOR/BEVERAGES/ILLEGAL SUBSTANCES: Alcohol may not be served to minors. Illegal substances are not allowed at any time on the premise. Drunken/Violent disturbances are prohibited and subject to immediate removal from the premise and possible termination of event without refund.

9) RENTER & THEIR GUEST'S LIABILITY: Renter and their guests shall be jointly, severally and in solidio liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that the New Orleans Athletic Club may incur as a consequence of the actions of Renter(s) or guests while Renter(s) is in control of the venue, and shall indemnify and hold harmless Lynn Properties, LLC d/b/a the New Orleans Athletic Club against any and all legal actions which may arise from Renter(s)' use of the venue.

10) MUSIC: All music must end by 10pm during weekdays and 12am on weekends to comply with sound ordinances.

11) SMOKING: New Orleans Athletic Club is a non-smoking venue. Smoking will be permitted only in designated areas outside.

12) CHILDREN: All children under the age of 16 MUST be supervised at all times.

13) PHOTOGRAPHY: The New Orleans Athletic Club uses live, video and still photography to assist with promotion of the facility. All photos taken at The New Orleans Athletic Club shall be the property of the New Orleans Athletic Club and will be used for promotional purposes. **NO** boudoir or nude photography is permitted anywhere in the Club.

14) MISCELLANEOUS: Set up for the event can begin _____. All items must be removed from the venue by no later than _____. The agreement is for the space only and does not include any food or beverage items or any tables or chairs and said items shall be privately contracted by the renter with an outside vendor of renter's choice.

This agreement does not include any parking unless specifically contracted for.

The NOAC will provide one security guard for the event at renter's expense.

Kindly have any sound needs checked prior to the event to ensure all of your music needs are met.

Renter assumes responsibility for maintaining the property in the same condition as it was found when rented and shall reimburse Lynn Properties, LLC for any damage which occurs. Renter agrees to indemnify, protect, defend and hold Lynn Properties, LLC d/b/a the New Orleans Athletic Club and their agents, employees, officers harmless from any and all liability and for any and all claims, damages, liabilities, costs and expenses arising out the Renter's use and occupancy of the Premises and for any and all injury to Renter's employees, invitees, licensees, agents, visitors, sub-contractors, contractors or any other person affiliated with Renter, or for any and all damage to their property or other losses caused by or resulting from any accident or other occurrence in, on or about the Premises.

Lynn Properties, LLC d/b/a NOAC shall deliver possession of the Premises to Renter for use. Should Lynn Properties, LLC d/b/a NOAC be unable to deliver possession of the Premises to Lessee at that time due to fire or acts of God or due to utility outage or due to flooding, or due to work on the space not having been done or completed etc. Renter shall not be entitled to any damages for such delay, except their possession of the Premises for use shall commence when said Premises are ready for possession, said date being determined by Lessor, or Renter shall have the option to cancel this agreement.

The undersigned does hereby warrant and represent that the undersigned has Lynn Properties, LLC d/b/a NOAC full right and authority to enter into this agreement concerning the above described premises, and that the consent or permission of no other person, firm, or corporation is necessary in order to enter into this contract, and that the undersigned does hereby indemnify and agree to hold Lynn Properties, LLC free and harmless from and against any and all loss, costs, liability, damages, or claims of any nature.

Please sign and date this copy and email it back to Shannon Helfrich in care of the NOAC at 222 North Rampart Street, New Orleans, 70112.

Renter

Date

Guarantor

Date

Lynn Properties, LLC d/b/a the New Orleans Athletic Club
William J. More
Managing Member

Date