

VENUE RENTAL AGREEMENT

This Venue Rental Agreement ("Agreement") is entered into on _____, by and between The Property Event Center, of 11500 S 129th East Ave, Broken Arrow, Oklahoma 74011 ("Lessor") and _____ Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee permission to use The Property Event Center ("Facility") for the agreed upon rental of the venue to be held on _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at _____ and will be completed by _____.

RENTAL FEE

Lessee shall pay Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$_____, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$_____ with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. **The balance of the Rental Fee shall be paid in full by Lessee on or before the day of the Event.**

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION AND RETURNING CONDITION - Please initial that you understand the following statement:

Lessee agrees to accept the Facility in its "as-is" condition "with all faults". Lessee must return the venue in the same condition in which they received the venue, otherwise, a cleaning fee of \$500 will be charged. This does not include vacuuming or cleaning the bathrooms. Tablecloths may be left on the tables. All trash must be out of the building and all kitchen and bar surfaces must be wiped clean.

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

ALCOHOL: All bar services and alcohol distribution must be performed by a licensed bartender. The Lessor can provide bartenders with an additional fee of \$20 per hour per bartender. If you choose to provide your own bartender, a copy of their license must be provided to the Lessor prior to service during the event. **NO ALCOHOL SALES OF ANY KIND ARE ALLOWED ON THE PREMISIS, ABSOLUTELY NO EXCEPTS WILL BE MADE.**

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due.
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building. There are tenants on the second floor and no interference will be tolerated with said tenants.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of any negligence by Lessee, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to 60 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee and deposit funds will be reimbursed. If Lessee elects to cancel this agreement between 59 and 31 days prior to the Event Date, Lessee will be charged 50% of the Deposit and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 30 days prior to the Event Date, Lessee will be charged 100% of the Deposit and any expenses incurred by Lessor.

OTHER INFORMATION (Please initial that you have read and understand the following)

No underage drinking is allowed, the event will be canceled and everyone will be required to vacate the premises immediately and with no refunds given. Events must not bother the neighbors on the property with music or people wandering outside. No illegal drugs are allowed anywhere on the premises.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and The Muscogee Nation. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within The Muscogee Nation.

SIGNATORIES

This Agreement shall be signed by Brenda Bruner on behalf of The Property Event Center and by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The Property Event Center: _____ Date: _____

Lessor: _____ Date: _____

Rental Fees:

Venue Rental \$ _____

Deposit \$ _____ Paid: _____

Balance \$ _____

Balance Due by: _____

This agreement includes the following:

1. Venue Rental for the rental period referenced on Page 1
2. All tables and chairs owned by the venue
3. Black tablecloths for all tables owned by venue
4. Use of the commercial ice machine and any refrigerator space
5. Bar area
6. Speakers and microphones
7. Projector and screen

Important Reminders:

1. Your event time must include all time to set-up and decorate
2. No early decorating is allowed unless you have made prior arrangements and have this indicated on page 1 of this agreement
3. Absolutely no alcohol sales of any kind are allowed
4. Any other sales on site must have a valid permit from The Muscogee Nation Tax Commission to be able to sell any items.
5. We do not provide cleaning services during your event unless indicated and prior arrangements have been made with the venue.