

Facilities Rental Agreement

This Facilities Rental Agreement (“Agreement”), is entered into on _____ (Date), by and between Frank’s Inc, of 17425 Airline Hwy, Prairieville, Louisiana 70769 (“Lessor”) and (Name), _____ (Address), _____ (City), (State/Zip Code) (“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 a license to use Cypress Hall & Pavilion (“Facility”) for the (type of event) to be held on _____ (date of event).

DATE/TIMES OF PERMITTED USE

Access to the Facility for the event will commence at _____ (time allotted for decorations is 3 hours prior to event) used for decorations and set up. The Event planned will commence at on the date of the Event and will end at _____.

BOOKING AND PROCESSING FEE

Lessee shall pay to Lessor a Processing fee for the use by the Lessee of the Facility, the sum of \$300.00. Lessee shall deposit the sum of \$700.00 with Lessor upon the execution of this Agreement to secure the date/time of said Event. The Balance of the Booking and Processing Fee shall be paid in full by the Lessee at the completion of this Agreement (1000.00). The deposit portion of the Booking and Processing Fee (\$700.00) shall be credited towards the total package price.

SERVICES AND AMENITIES

Lessor agrees to provide all necessary goods, services, products and amenities per catered package of selected by Lessee. (Attach to Agreement any documentation needed to provide details of stated package)

Lessor agrees to provide all necessary goods, services, products and amenities per beverage package of _____ selected by Lessee. (Attach to Agreement any documentation needed to provide details of stated package)

Lessee agrees to pay in full, the sum of the stated catered package _____ plus the sum of the stated beverage package _____ plus the sum of any and all otherwise noted fees: as well as State of Louisiana and Parish of Ascension taxes (8.95%) and a 20% Gratuity _____ WEEKS prior to the day of the Event stated in the Agreement.

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 or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and 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”

Lessee agrees to accept the Facility in its “as-is” condition “with all faults”.

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign an 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.

_____ INITIALS

TERMINATION

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

- A. Failure of Lessee to pay the Booking and Processing 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 hereby, 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.
- C. Failure of Lessee to pay in full the balance of selected Event Packages as stated in this Agreement two weeks prior to the day of the event date stated on this Agreement.

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.

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 Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELATION

Lessee may cancel this Agreement at any time up to 14 days prior to the Event Date by providing written or verbal notice. Lessee forfeits automatically all Booking and Processing fees. If Lessee shall elect to so cancel this Agreement between 1 and 14 days of the Event Date Lessee will be charged 100% of this Agreement's stated selected catered package, beverage package, any and all fees as well as all associated taxes and service charges incurred by Lessor.

CONSUMPTION OF ALCOHOL

It is the policy of the Lessor that the Lessee and any of its agents, employees, contractors, invitees and attendees shall and will wholly abide by all State and local Laws pertaining to but not limited to The Bureau of Alcohol, Tobacco and Firearms, that under no circumstances can any outside Beer, Wine or Spirits be consumed, sold or possessed on Lessor's property.

OTHER INFORMATION

Lessee shall not bring, from any other outside source, food of any sort unless otherwise noted on this Agreement.

Lessor shall provide a minimum of 2 individualized consultations pertaining to stated Event on this Agreement at no charge. Should the Lessee need additional consultations it is the right of the Lessor to charge per hour for additional consultations. The fee per hour is \$100.00. Emails are not considered consultations. Phone calls can be considered consultations at the discretion of the Lessor.

GOVERNING LAW

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

_____ INITIALS

SIGNATORIES

This Agreement shall be signed by a Cypress Hall & Pavilion Administrator on behalf of Frank's Inc. and by _____(Print name)(Lessee)

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

LESSOR

Frank's Inc.

Print: _____

By(sign): _____
Cypress Hall Administrator

LESSEE

Print: _____

By(sign): _____