

The Clearview Rooms

AT CLEARVIEW MALL

RENTAL AGREEMENT

TODAY'S DATE: _____ EVENT DATE: _____

TYPE OF EVENT: _____

CONTRACTING PARTY: _____ PHONE NUMBER: _____

ADDRESS: _____ ALTERNATE NUMBER: _____

_____ FAX: _____

EMAIL: _____

START TIME: _____ END TIME: _____ ROOM REQUESTED: PARTIES MEETING (circle one)

NUMBER OF GUESTS: _____

NUMBER OF CHAIRS: _____

NUMBER OF TABLES: _____ RD. _____ RECT.

NUMBER OF HOURS: _____ FULL DAY _____ 1/2 DAY _____

SET UP PROVIDED BY MALL: YES NO

SET UP DRAWING ATTACHED: YES NO

ROOM RENTAL	\$ _____
SET UP FEE	\$ _____
DEPOSIT	\$ <u>200.00</u>
TOTAL CHARGE:	\$ _____
FORM OF PAYMENT:	_____

****LINENS ARE NOT PROVIDED****

RENTAL AGREEMENT: The venue described has been reserved for the date and time stipulated. Please note that the hours assigned to your event include all set-up and clean-up, including the set-up and clean-up of all subcontractors that you may use. It is understood that you, referred to as the Contracting Party, will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of the venue. Sub-contractors include, but are not limited to caterers, valets, performers, photographers, equipment rentals, florists, decorations, sound and lighting, etc.

RENTAL FEES: Full payment is required upon execution of the Agreement. Cashier's checks, personal checks, money orders and all major credit cards are accepted forms of payment. Checks must be made out to "Clearview Mall." **CASH WILL NOT BE ACCEPTED.** Temporary checks will not be accepted. Personal checks require photo identification and a valid driver's license. American Express payments are subject to an additional 5% charge.

DAMAGE DEPOSIT: There is a required \$200.00 damage deposit due upon signing of the Agreement prior to the event. The damage deposit will be returned no later than thirty (30) days after the event date provided no material damage occurs and the room is cleaned properly. Contracting Party is responsible for damages that exceed the amount of the Damage Deposit, which are subject to a 10% charge. Please note that the Contracting Party is liable for negligence of its staff, agents, contractors, exhibitors, invitees and guests, etc.

MUSIC VOLUME LIMITS: Due to the close proximity of The Clearview Rooms to other mall tenants, strict regulations are in place. **Music is allowed, however it must be contained within the Clearview Room at an acceptable level as not to disturb the surrounding tenants. Mall Security has sole discretion in determining acceptable volume levels. Any complaints from Mall tenants or customers of Clearview Mall will result in the loss of the paid security deposit.** Any music players, speakers, microphones or other audio visual equipment provided by the Contracting Party must be approved by the Event Coordinator.

Initial Page _____



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MERCHANT SECURITY GUARD DETAIL POLICY (25+ Guests or Alcohol): Any rental event consisting of 25+ guests or serving alcohol, must hire at least one Merchant Security Detail Officer at a rate of \$20.00 per hour for non-alcohol events and \$30.00 per hour for events serving alcohol. The security officer for the event must be scheduled 30 minutes prior to the start of the event, and scheduled until 30 minutes after the event. Payment by check, cashier's check or cash is made at least 2 weeks prior to Clearview Mall's Security Director Gary Warren of Merchant Security Services, Inc. (504) 858-8386, or clearviewmall@mssguards.com.

CANCELLATIONS: All cancellations must be made no later than two (2) weeks prior to the date of an event. Failure to do so will result in a charge of 75% of the total amount billed to the Contracting Party. Failure to utilize a reserved room results in the forfeit of all amounts paid to Clearview Mall, Jefferson Parish Sheriff's office, caterers and other subcontractors.

INSURANCE: To the fullest extent permitted by law, Party agrees to defend and hold and save Richards Clearview, L.L.C., its Clients, Tenants and their respective officers, directors, employees, agents, contractors and all others who could be liable for the obligations of any of them, free and harmless from all expenses, claims, liabilities, losses, judgments or damages, including reasonable attorneys' fees, attributable to (i) Party's services or presence at the Properties, including the negligence, gross negligence or willful misconduct of Party, its agents, employees or others under the direction or control of Party, (ii) any breach by Party of this Agreement, or (iii) any act outside the scope of Party's authority hereunder. Party shall retain legal counsel reasonably acceptable to Richards Clearview, L.L.C. to defend promptly and diligently, at Party's sole expense, any claim, action or proceeding brought against Party or Richards Clearview, L.L.C., jointly or severally, arising out of or in connection with any of the foregoing.

If required, contracting party agrees to maintain at its own expense, as long as Contracting Party occupies the Premises, public liability insurance and property liability insurance with respect to the Premises with minimum limits of \$2,000,000 on account of bodily injuries or death of one person, \$2,000,000 on account of injuries or death of more than one person as a result of an accident or disaster, and \$500,000 on account of property damage; and Contracting Party will further deposit the policy of insurance or certificates thereof with Landlord. All policies evidencing such insurance shall name Richards Clearview, as additional insured and shall be delivered to the Mall Office upon signing of this contract.

CLEANING PROCEDURES: The Clearview Room will be cleaned prior to being turned over to the Contracting Party. If the venue is not in acceptable condition, the Contracting Party must immediately notify the Event Coordinator. Failure to notify the Event Coordinator of unacceptable room conditions or defects results in the Contracting Party's approval of the venue prior to the event. At the end of the rental, any equipment, supplies, decorations, etc. must be removed from the room. All property remaining on the premises beyond the end of the Rental Agreement will be charged at the prevailing hourly rate. Should the Contracting Party need special consideration of removal of property beyond the rental period, this can be arranged prior to the beginning of the rental for an additional fee. Refuse must be placed in the appropriate receptacles. Failure to follow the Cleaning Procedure guidelines results in forfeit of a portion of the Damage Deposit to be determined by Clearview Mall Management. In the event of damage to the carpeting, a minimum charge of \$75.00 will be applied. The Clearview Rooms and Clearview Mall are non-smoking facilities. Violation of the smoke free policy will result in an air purifying charge set by Clearview Mall Management. The Contracting Party agrees to pay any and all damage fees assessed by Mall Management.

DECORATIONS: The Contracting Party agrees to abide by The Clearview Room's decorating guidelines and rules. Under no circumstances is there to be confetti, glitter, rice, birdseed, streamers or open flames in The Clearview Rooms. All candles must be contained and the containers must be approved by the Event Coordinator prior to the event. The Clearview Rooms do not allow anything to be taped, nailed, tacked or otherwise affixed to ceilings, painted surfaces, doors, columns, fire sprinklers or decorative walls. Helium balloons must be properly weighted. All decorations require prior approval by the Event Coordinator.

SIGNAGE: Per request, free-standing signs may be placed outside of the rented rooms. Signs may not be placed anywhere in the mall without written approval by the Event Coordinator. All signage must be double-sided, computer generated and printed. The Event Coordinator can obtain price quotes for signage upon request. Sign holder size is 22 x 28.

EVENT SET-UPS: The Clearview Rooms maintain an inventory of tables and chairs, and allocates equipment on a first-come, first-serve basis. Tables and chairs are the only equipment provided by the mall. In the event that extra tables and chairs are needed, they will be obtained at the Contracting Party's expense. The Clearview Room staff will set-up the room according to the Contracting Party's specifications, provided a floor chart is turned in no later than two (2) weeks prior to the event. If the seating chart is not submitted to the Event Coordinator on time, the Contracting Party will be responsible for the set-up of the room. The room rental time is inclusive of set-up and clean-up time. Should the

Initial Page: _____



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Contracting Party need additional time for set-up, it can be arranged for an additional fee. The Clearview Mall will not be held responsible for the receipt, storage or holding of equipment or materials for the Contracting Party, shipping agents, exhibitors, members or guests.

CATERING: The Clearview Mall has a wide variety of restaurants and food court vendors. Visit www.clearviewmall.com for a list of restaurants in the mall who will cater events. The Contracting Party may provide their own food and beverages at no additional charge. All outside catering must be approved by the Event Coordinator prior to the event. Food and beverage may not be taken into the common area of the mall.

OTHER SERVICES: The loading dock may be used with prior consent from Mall Security. DSL internet connections are available at no additional fee. If the Contracting Party wishes to utilize this service, the "Internet/Email Usage Policy" must be signed and returned to the Event Coordinator along with the Rental Agreement. Use of projectors, screens and other audio visual equipment is allowed.

FORCE MAJEURE: The ability to execute this Agreement by either party is subject to Acts of God, including but not limited to flooding, hurricanes, earthquakes, fires, etc., as well as any government intervention, staff disputes and strikes, civil disorders, terrorism or other emergencies. Should the event be cancelled due to Force Majeure, all fees paid will be returned within thirty (30) days.

OTHER RULES AND REGULATIONS: Contracting Party shall not exceed the posted room capacity. Public access areas, corridors, stairs, escalators, elevators, driveways and the loading dock shall not be impeded or obstructed by the Contracting Party, their agents, subcontractors, members, guest or vehicles. The Contracting Party is responsible for communicating all rules and regulations to its guests, members, agents, subcontractors, etc. The Clearview Mall Management reserves the right to remove any objectionable, disorderly or disruptive person or persons from the facility. The Clearview Rooms may not be used for profit making endeavors. Paid or prepaid admission is strictly prohibited.

CLEARVIEW ROOM ACCESS TIME: Please allow ample time for setup and clean up in your contracted time frame. Any time used before or after the contracted times will be billed at the hourly rate unless signed written approval is given by Clearview Mall management. Clearview Room hours are 8:00am – 11:00pm. **NO party shall extend past the 11:00pm deadline**, if this clause is violated then the security deposit will be forfeited.

AUTHORIZATION: The person or persons signing this Agreement each warrant that they are authorized to make agreements and to bind their principals to this Agreement.

I have read and understand the information in this Rental Agreement and Attachments. By signing, I agree to all the terms and conditions set forth in the Rental Agreement and related Attachments for The Clearview Rooms at Clearview Mall.

CONTRACTING PARTY SIGNATURE

DATE

PRINTED NAME

_____ Alcohol Policy

_____ Internet Policy

