



1. Statement of Consideration:

In consideration of the covenants and promises set forth herein and other good and valuable consideration, the parties agree to bind themselves to perform the promises herein.

2. Parties

The Parties to this agreement are Roux's Gourmet Catering, LLC its agents or representatives ("Lessor", "RGC", hereafter) and _____ ("Lessee", Hereafter) and any agents, invitees, or guests of Lessee. An "agent" is defined for the purposes of this contract as any person or entity with the apparent or actual authority to bind or obligate the Lessee, including but not limited to decorators, movers, custodians, caterers, and security personnel.

3. Lease Term.

The lease will commence on the _____ day of _____, in the year _____, at _____, and will terminate on _____ day of _____, in the year _____ at _____. In no case will any music (live or recorded) or any noise capable of being heard in the apartment units above the Premises be generated by any party occupying the Premises after 12:00 AM. The last hour of rental is reserved for breakdown. Facility must be vacated at lease end. Additional time will be charge at a rate of 200.00 per hour for anything over contracted time.

4. Rental Fee, Reservation Fee, Cleaning Fee, Discount.

The Fee shall consist of one non-refundable payment of \$ _____. Cancellation of event will result in loss of all funds paid to date. Within 24 hours of the close of the Lease Term, Lessor will perform a walk-through and use the Walk-Through Agreement to determine if Lessee has damaged the Premises. Lessee is reasonable for any damage to the building, tables, chairs and venue equipment by guests or Lessee's vendors. **Lessee is responsible for contacting a Sheriffs Deputy (706.821.1743) and Fire Marshal (<https://www.augustaga.gov/3478/service-request>). A cleaning fee of 100.00 will be charged on all events.**

5. Premises / Walk-Through

The Premises for the purpose of this agreement are the bottom level of 1257 Broad Street, Augusta Georgia 30901 and the courtyard appurtenant thereto.

Lessor and Lessee will complete a Walk-Through of the Premises and a Walk-Through Agreement will be executed by Lessee and Lessor. The Premises will be delivered in a safe and clean condition.



6. Venue, Law, Jurisdiction

Any dispute arising under this agreement or arising from the events occurring at the premises during the Lease Term shall be brought in a court of competent jurisdiction in the courts of Richmond County. The laws of the State of Georgia shall govern any such dispute. All parties waive personal jurisdiction and agree to present themselves in the proper venue whether or not such court would have jurisdiction over the person of the party.

7. Integration Clause

This agreement with its accompanying documents and schedules ("The Rules") constitute the entire agreement between the parties and any prior or extraneous agreement is declared null and void. The Rules are explicitly incorporated into this document and include the following documents and schedules: "Walk-Through Agreement", "Rules for Reservations", "Rental Rules and Regulations", "Information Sheet", "Caterer's Rules", and "Florists Rules". Lessee has completed the Information Sheet, and understands that The Rules are a part of this agreement.

8. Indemnification of Lessor

Lessee agrees to indemnify Lessor against **any claims, damage, loss of or expense (including attorney's fees)** brought by any third party - including but not limited to guests of Lessee, employees of Lessee, apparent and actual agents of Lessee, invitees of Lessee, and foreseeable trespassers - for any act, event, or occurrence arising out of this agreement or arising out of any event occurring at the Premises during the Lease Term.

9. Severability

If any phrase, clause, paragraph, section or any portion of this document is found to be unenforceable by a court of competent jurisdiction, then the remainder of the agreement will continue in effect between the parties as if the offending section had not been part of the agreement.

10. Execution

Signature of Lessee

Date

Marbury Center Representative

Date

Reservation Fee _____ Check # _____ Date _____

Balance _____ Due no latter than _____