

# Facility Event Space Rental Agreement

This consent for the rental of a venue is made this day, July 6, 2021 by and between Baldwin County Commission, hereafter referred to as the Land Owner or Land Owners, and Kenneth Caperton and On Set Cinema / Myers House NC LLC, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Land Owners' venue, located at Bicentennial Park Grounds, and yards.

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Land Owners the sum of 1,500 for the full subrental fee for the use of the venue.
2. The Renter shall have access to and use of the venue from October 25, 2021 to October 26, 2021 for the purpose of hosting the Renter's On Set Cinema event.
3. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of the premises and will otherwise return the venue in good condition.
4. Renter agrees to indemnify and hold harmless Land Owners, its agents and employees for and against any and all claims, loss, liability, damages, costs and expenses including attorney fees for any damage to Land Owners property or to Renter it's agents and employees' property or to any third person's property which damage occurs during the term of this agreement or arises from Renter's use of the Venue.

Renter agrees to indemnify and hold harmless Land Owners, it's agents and employees for and against any and all claims, loss, liability, damage, costs and expenses including attorney fee for any death or personal injury to Renter, it's agents and employees or to any third person which death or injury occurs during the term of this agreement or arises from Renter's use of the Venue. This in addition to a policy of liability insurance obtained by Renter in which Land Owners are named an additional party insured.

Renter is also executing and will be bound by the Baldwin County Commission Indemnification and Usage Requirements. To the extent that the terms of this Facility Event Space Rental Agreement conflict with the Indemnification and Usage Requirements, the Indemnification and Usage Requirements shall govern.

5. Renter shall pay for and be responsible for renting portable sanitary facilities if necessary for the property.
6. Renter takes full responsibly and holds the Land Owners harmless for any damages or claims or suits by the Renter or Renter's guests, including Land Owner's attorney fees that arise from Renter's use of the premises.
7. Renter will not allow children under 16 years old on Land Owners' property, unless they are accompanied and supervised by an adult.
8. Renter will obtain a fully paid and in force valid insurance certificate in the amount of one

million dollars for any individual/multiple claims brought against the Land Owners. Renter will provide a copy of the certificate and policy to Land Owner.

9. The venue for any disputes arising under this contract shall be Baldwin County, Alabama. In the event of any dispute both parties agree to attempt to mediate it first before a mutually agreeable third party.

10. Renter will not allow any alcohol or illegal drug consumption while on the property during the event.

11. Renter acknowledges that they have the legal right to the use of the movie \_\_\_\_\_ which will be shown on the premises to Renter's invitees.

12. Renter acknowledges that he has inspected the premises and is accepting it "As Is". Land Owner makes no representations as to the suitability of the venue for the Renter's use.

13. Renter acknowledges that Land Owner is a political subdivision of the State of Alabama and not a private entity and as such is subject to the laws governing political subdivisions.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, date  _____(SEAL)	Owner's Signature, date  _____(SEAL)
Printed Name Kenneth Caperton individually and for On Set Cinema / Myers House NC LLC	Printed Name
Address 1520 Hight Ln	Address
City, State, Zip Code Hillsborough, NC 27278	City, State, Zip Code