

## THE BRICK RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made by and between The Brick LLC ("Owner") and the "Host", hereinafter defined on the signature page of this Agreement or on the contact information tab of the Website, [www.thebrick.net](http://www.thebrick.net) ("Website"). The Owner and the Host collectively may be referred to as the "Parties". The Host's members, agents, vendors, employees, subcontractors, patrons, guests, and invitees shall collectively be referred to as "Guests".

### RECITALS

The Owner desires to rent out "The Brick", hereinafter defined, and the Host desires to rent "The Brick" on the terms and conditions as set forth below.

### TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

**Event Date.** The Host shall have the use of "The Brick" on the date indicated on the signature page of this Agreement or on the Website; however no earlier than 10:00 AM and no later than a half hour after the bar closes (the "Event Date").

**Deposit.** The Host shall return a signed copy of the Agreement and a \$500 deposit (the "Deposit") made payable to The Brick LLC. Once the signed Agreement and Deposit are received, the date will be reserved on the Website calendar.

**Rental Rate.** The Rental Rate is indicated on our Website's calendar. The Rental Rate and all other amounts owed are due at least 30 days prior to the Event Date and are in addition to the Deposit. If the Rental Rate is not received by that time, the Deposit will be forfeited and the date will no longer be reserved.

**Sales Tax.** A 7% sales tax will be added to all amounts owed except the Bartender Amount and Security Guard Amount.

**Facilities.** During the term of the Event Date, the Host may have the use of the building and property located at 1145 Northside Boulevard South Bend, IN 46615 ("The Brick") except for the large mezzanine and mechanical room.

**Cleaning and Decorating.** Excessive cleaning will be deducted from The Deposit. All decorations/personal items must be removed at the end of the Event Date especially any tape on the walls. Please do not use nails because the interior brick walls are old and fragile. The Owner is not responsible for any items provided by the Host or the Guests.

**Alcohol.** Liquor law requires all alcohol to be provided by the Owner. No alcohol can be served on Christmas Day. Except on the patio, alcohol is not permitted outside. The large overhead door in the main hall must remain closed during events to prevent alcohol from being taken outside. Minors are permitted in The Brick except for the patio and bar room. If the Host or its Guests violate these terms or any other liquor law, the security deposit will be forfeited and additional penalties will be incurred.

**Bartenders.** The bartender reserves the right to refuse alcohol to anyone who is or appears to be intoxicated. The bartender may also ask for identification of anyone and will refuse alcohol to anyone under the legal drinking age. A maximum of two drinks will be served to any individual. Only the Owner's bartenders may bartend at The Brick. A bartender's cost is \$20 per hour ("Bartender Amount") and each

bartender shall be guaranteed a minimum of \$80 per event on Fridays and Saturdays and \$40 per event on all other days. A half hour of preparation before the bar opens and a half hour of clean up after the bar closes shall be included when determining the Bartender Amount.

**Security Guard.** An off-duty police officer is required beginning at 8:00 PM until a half hour after the end of the event to patrol The Brick and parking lots. The cost of the Security Guard is \$30 per hour with a minimum of \$90 ("Security Guard Amount").

**Food and Catering.** The Host may use a caterer. The Host is responsible to make sure that the Host, Guests, or their caterer comply with all applicable laws including the health code. Host's caterer will need to enter into a separate Facility Use Agreement with the Owner in order to serve food at The Brick.

**Payment.** The Host shall estimate and pay all expenses at least 30 days prior to the Event Date. If the actual amount of expenses is less than estimated, the Owner will refund the difference with the Deposit. If the actual amount of the expenses is more than estimated, the Owner will deduct the difference from the Deposit. If the Deposit is not sufficient to cover the difference, then the Owner may demand payment from the Host, in which case the Host shall immediately pay the Owner.

**Refund of Deposit.** Only after Owner has determined that The Brick, its contents, the Farmer's Market parking lot and the YMCA parking lot and fields are clean and free of damage arising from or related to the Host's rental of The Brick, AND no terms of this Agreement have been violated, will the Deposit, or a portion thereof, be refunded. Upon demand from The Brick, the Host shall immediately pay The Brick the cost to clean or repair any damage which is in excess of the Deposit. All legal fees and/or collection fees will be the responsibility of the Host.

**Indemnity.** The Host agrees to take full responsibility for all actions of the Host and Guests, including those consuming food and/or alcohol, during and after the Event Date. The Host shall indemnify, defend, and hold harmless the Owner, and its officers and members; the YMCA and its officers and members; and the Farmer's Market and its officers and members against any and all demands, causes of action, or any other claim of the Host or Guests arising out of or related to the Host's rental of The Brick and/or use of the Farmer's Market parking lot and/or use of the YMCA parking lot and/or fields. The Host agrees that it has inspected The Brick and its contents and that the same are in proper condition for the Host's use during the Event Date. Host agrees not to exceed Four Hundred Twenty Five (425) people at The Brick and shall indemnify, defend, and hold harmless the Owner if the capacity is exceeded.

**Cancellation.** In addition to any other remedy available at law or equity, the Owner may cancel this Agreement if the Host fails to comply with the terms and conditions of this Agreement. This Agreement may not be assigned or transferred without the express written consent of the Owner. In the event that the Host either breaches any term of this Agreement or cancels this Agreement, all amounts shall be forfeited as liquidated damages and all expenses, including but not limited to the Rental Rate and catering expenses, shall be due and payable immediately to Owner. The Owner may elect to rebook the Event Date and if successful will reimburse the Host half of the Deposit. Host may request to change its Event Date, but Owner may refuse such request in its sole discretion. In the event it is necessary for Owner to enforce the terms of this Agreement for any reason, Host will be responsible for all costs including reasonable attorney fees incurred.

**Acts Beyond the Owner's Control.** In the event that The Brick or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the Owner's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the Owner shall reimburse the Host any

amounts paid. The return of any amounts paid shall be the Host's sole and exclusive remedy for the termination of this Agreement, and the Host hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

In the event of a power outage, Owner will assist Host in securing supplemental power. Any costs associated with supplemental power will be the responsibility of the Host. A power outage shall not result in the termination of this Agreement, and the Host hereby waives any claims for damages or compensation from Owner arising from or related to the power outage.

**Compliance with Laws.** The Host shall comply with all applicable laws and regulations, including liquor laws, health code laws, and sound levels, and shall not use or occupy The Brick, the Farmer's Market or the YMCA for any unlawful purpose or permit others to use or occupy The Brick, the Farmer's Market, or the YMCA for any unlawful purpose. The Host acknowledges that it has reviewed the FAQ's on the website and those terms are incorporated into this Agreement by reference. Smoking is not permitted at The Brick, the Farmer's Market, or the YMCA except for on the patio of The Brick at least eight feet away from the building. The Owner or bartender, in its sole discretion, can require the Host or Guests to lower the sound level. The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings, or agreements whatsoever between them, except as contained herein. Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation. This Agreement shall be governed by the laws of the state of Indiana. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect. This Agreement shall be binding upon the Parties, their heirs, representatives, or assigns. A signature transmitted by facsimile, as a PDF (or similar file) via electronic mail, or typed via the Website (by entering name in the contact information section and by checking the box next to "I have read and accept the terms in The Brick Rental Agreement") shall be considered an original for purposes of this Agreement.

Host Signature: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

Host Name (Print): \_\_\_\_\_ Host Address: \_\_\_\_\_

Host Phone: \_\_\_\_\_

Host Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Rental Rate: \_\_\_\_\_

Approximate Event Times: \_\_\_\_\_

Mail signed Agreement and \$500 Deposit to the address below to secure your date.  
The Brick LLC PO Box 948 Granger, IN 46530