

**“TURNING YOUR VISIONS & IDEAS INTO REALITY WITH INNOVATION &
CREATIVITY**

A TOUCH OF ELEGANCE EVENT VENUE

311 US HIGHWAY 80 SE or 1209 US Highway 80 SE

Pooler, GA 31322

Phone: (912) 346-6274 or (912) 396-8336 Email: ATOE3720@gmail.com

DATE OF CONTRACT: _____

This contract defines the terms and conditions under which ***A Touch of Elegance Event Venue, LLC, and*** _____ (customer name). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by A Touch of Elegance Event Venue, LLC and the Customer.

DATE OF EVENT _____

TYPE OF EVENT _____

NAME _____

How Many Attendees _____

ADDRESS _____

Phone number _____

BUILDING WILL OPEN FOR DÉCOR AND SET UP AT _____, THE EVENT WILL BEGIN _____ end at _____. If you go over your time you will incur an extra charge of \$50.00 per every thirty minutes this amount will be required at the end of event, and this will not come out of your deposit). A staff member from ATOE will close the building at _____

Number of Tables: The Number of Tables and chairs will be put out per guest count, but we will not design the room (chairs will be stacked along the wall and tables will be in the middle of the floor, at the end of the event please take pads off chairs and place them all on one table and stack the chairs back against the walls. Make sure the tables and floors are clean

Package _____ **SEE LAST PAGE OF CONTRACT**

How many of Each type tables

Round 60-inch _____

Rectangular 6ft _____

Rectangular 8ft _____

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Type of Chairs _____

Caterer ____ yes if yes, we will need caterer credentials: (Credentials for caterers will need a business license and a copy of safe serve certificate no ____ if no you will sign a form that you are responsible for guest if someone becomes ill from the food that was served at your event. (Food Poisoning)

Alcohol ____ yes no ____ Mix Drinks require security and a Alcohol License

MAKE SURE YOU ARE ON TIME FOR THE BUILDING OPENING AND CLOSING, THE STAFF MEMBER WILL ONLY WAIT FOR TEN MINUTES FOR OPENING AND CLOSING PER TIME ON CONTRACT. IF YOU ARE NOT AT THE VENUE PER CONTRACT TIME OR IF YOU ARE NOT READY FOR CLOSING PER CONTRACT THEN YOU WILL BE CHARGED \$50.00 FOR EVERY THIRTY MINUTES

The venue/s described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up function and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible.

for any damages to the premises and site, including the behavior of your guests, invitees, agents, or sub-contractors resulting from your use of the venue.

Rental Deposit and Payment Agreement:

To reserve services on the date/s requested, A Touch of Elegance requires this contract to be signed by Customer. The total cost for the venue is \$_____ which includes \$200 refundable deposit and one day rental for seven hours, Security guard \$_____ decoration fee, \$_____ and 360 machine \$_____. If venue is left in the same condition before renting and you do not go over your time, you will receive your deposit back. **IF THE EVENT IS CANCELLED THEN THE DEPOSIT BECOMES NON-REFUNDABLE** (See cancellation policy). If painting is included with this event, add an additional **\$100** deposit that is required to ensure the clean-up of all paint and/or items associated with painting. If paint and floors are free of paint a refund will be issued. **(ALL REFUNDS WILL BE ISSUED ON TUESDAYS AFTER THE EVENT DATE BY ZELLE, HONEYBOOK OR CASH APP)**

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THIS CONTRACT IS YOUR RECEIPT FOR YOUR PAYMENT AND UPDATED PAYMENTS WILL BE CONFIRMED BY TEXT MESSAGES: ALL PAYMENTS MUST BE PAID IN FULL THIRTY DAYS BEFORE YOUR EVENT DATE

TOTAL AMOUNT \$ _____

DEPOSIT \$ _____

BALANCE \$ _____

PAYMENT SCHEDULE \$ _____, _____, _____

IF YOU CANCEL YOUR EVENT THE DEPOSIT IS NON-REFUNDABLE.

Date Changes and Cancellation Policy: Initial _____

1. **Changes:** In the unlikely event the Customer is required to change the date of the event, every effort will be made by A Touch of Elegance to transfer reservations to support the new date if available. **HOWEVER A NEW DEPOSIT WILL HAVE TO BE PAID TO CHANGE THE DATE**. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that A Touch of Elegance is not responsible for these compromises in quality.
2. **Cancellation:** In the event customer cancels the event, customer shall notify A Touch of Elegance immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows.
 - A. PRIOR TO SIX MONTHS (180 days) YOU WILL BE RESPONSIBLE FOR 10% OF TOTAL COST \$ _____
 - B. WITHIN THREE TO SIX MONTHS (90 to 179 days) YOU WILL BE RESPONSIBLE FOR 25% OF TOTAL COST
 - C. WITHIN ONE TO THREE MONTHS (30 to 89 days) YOU WILL BE RESPONSIBLE FOR 50% OF TOTAL COST
 - D. WITHIN ZERO TO THREE DAYS YOU WILL BE RESPONSIBLE FOR 100%
 - E. THIS IS BASED ON CUSTOMER CANCELLATION THAT DOES NOT WISH TO MOVE DATE _____
 - F. IF DECORATION IS A PART OF THE PACKAGE CUSTOMER UNDERSTAND THAT THEY WILL BE RESPONSIBLE FOR ALL DECORATION COST IF CANCELLED

CONDITIONS OF USE

Renter's activities during the Rental Period must be compatible with the use of the building. This includes playing loud music or making any noise at a level that is not reasonable under the circumstances. **Smoking is not permitted anywhere in the buildings.** The Rental Space must be cleaned and returned in a condition at the end of an event to the appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property and placed in a dumpster provided on site. (Located on right side of building).

EVENT SET-UP LIMITATIONS

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes,
2. this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
3. Rental items must be scheduled for pick-up no later than 11:30p.m.
4. Alcohol service must stop no later 11:45p.m.
5. Music (DJ or live music)
6. All guests must be off A Touch of Elegance premises no later than 12 midnight the day of the event.

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SITE VENDORS

Caterers: A Touch of Elegance has a list of pre-approved caterers to choose from. We require you to select a caterer(s) from this list. No caterer can be used that is not on this list (without prior approval of A Touch of Elegance and a surcharge payment listed below). Each caterer on this list is familiar with A Touch of Elegance venues, rules and regulations. Each caterer provides excellent food and exceptional service. Each one of these approved caterers carries A Touch of Elegance required liability insurance. They offer a variety of menus, various serving accommodations and price ranges.

1. If Customer requests a different food service company, they must be pre-approved by A Touch of Elegance and meet their rules and regulations.
2. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated areas at the conclusion of the event. (Dumpster in right side of building).
4. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.
5. A kitchen checklist must be signed by a caterer.

RESPONSIBILITY AND SECURITY

A Touch of Elegance does not accept any responsibility for damage to or loss of any articles or property left at A Touch of Elegance prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to A Touch of Elegance Venue by the Customer(s), guests, invitees, employees or other agents under the Customer(s) control. Further, A Touch of Elegance shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of their guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause. The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against A Touch of Elegance for any such loss, damage, or injury of claims and demands against A Touch of Elegance for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold A Touch of Elegance free and harmless from all liability of any such loss, damage or injury to persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by A Touch of Elegance is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of A Touch of Elegance. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to A Touch of Elegance will be returned to Customer within

thirty (30) days or A Touch of Elegance will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY

Customer agrees to indemnify and hold harmless A Touch of Elegance, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

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INSURANCE

A Touch of Elegance shall carry liability dollar amount as deemed necessary by A Touch of Elegance to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify A Touch of Elegance which shall be named as an additional insured for the duration of this Contract.

CLEAN-UP

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to the Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by A Touch of Elegance. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. A Touch of Elegance is not responsible for any property left behind by a Customer, Customer's guests, invitees, agents and sub-contractors.

The Customer is responsible for any and all damage to A Touch of Elegance Venues and surrounding site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

RESERVATION OF RIGHTS

A Touch of Elegance reserves the right to cancel agreements for non-payment or for non-compliance with any of the **Rules and Conditions of Usage** set forth in the Agreement. The rights of A Touch of Elegance as set-forth in this Agreement are in addition to any rights or remedies which may be available to A Touch of Elegance at law or equity.

JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of Georgia. The Parties consent to the exclusive jurisdiction of and venue in either the Pooler Municipal Court or the Courts of Chatham County, Georgia and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by A Touch of Elegance associated with any breach of this Agreement.

BAR RULES AND REGULATION

(Initial: _____ - _____)

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. "Shots", "Jagers" (Jägermeister) or "Energy Drinks" will not be permitted at any time.
4. Customer hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
5. Customer hereby expressly grants to A Touch of Elegance, at A Touch of Elegance's sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the A Touch of Elegance representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
6. **No mixed drinks unless you have a liquor license, you can serve alcohol that does not require mixing.**
7. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

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RULES AND CONDITIONS FOR USAGE

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See www.candleimpressions.net – the candles light automatically at the time set and run for 100 hours on a small battery).

CHILDREN: There have been times we have had guests at the complex whose children were not properly supervised. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules.

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions. (When questions arise, **do not** designate any member of your event, photographer, caterer, florist or musician as your liaison).

COURTESY PROTOCOL: A Touch of Elegance reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES / DELIVERY TRUCKS: Please coordinate limits with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: No decorations to be hung unless approved by A Touch of Elegance Coordinator.

Note – The use of birdseed is permitted only outside for wedding and reception farewells. Flower petals, balloons, pyrotechnics, and blowing bubbles are permitted inside the facilities.

ALL DECORATIONS MUST BE APPROVED BY A Touch of Elegance. No hanging up pictures on the walls and no décor outside other than by the two front doors on the sidewalk. Flammable substances are not permitted in the building or on any part of the premises. **NO SMOKING IN THE BUILDING**

EVENT ENDING TIME: All events must end by 11:45PM 1 to comply with Township/County sound ordinances and in order to allow for clean-up and closure of the site by 12midnight.

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your **Clean-up Committee** take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into A Touch of Elegance dumpsters located on the right side of the building.

GUESTS: Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

HANDICAP ACCOMMODATIONS: We provide level-designated parking throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds. All venues on the property are handicapped accessible.

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MUSIC AND ENTERTAINMENT: Due to the proximity of A Touch of Elegance to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. A Touch of Elegance Event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. A Touch of Elegance reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. A Touch of Elegance also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

Note: Although we are situated in a shopping mall, we are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

PARKING: Parking is available in the parking area of the complex. Additional parking is located behind the laundromat.

Handicap accessible parking spaces are provided at the posted areas adjacent to the sidewalks.

PETS: Sorry, absolutely no pets allowed unless service pet with all of paperwork

PHOTOGRAPHY: We reserve the right for each Customer the opportunity to use any area of the venue for wedding/reception photograph sessions. All times for utilization of different areas at A Touch of Elegance will be coordinated with the schedule for each venue's Customer. Photographs or other media reproductions of an event in our facility may be used for publicity and advertising materials upon approval from Customer.

REFRIGERATOR / FREEZER SPACE: The venue has, a refrigerator for that venue's use. Each venue is also provided with a minimum of one chest cooler at the Bar Serving Area. Each event is responsible to provide their own ice (there is not a commercial ice maker on site). It makes sense to bring your beverages to the venue already chilled the day of the event. Caterers are expected to make their own food/beverage accommodations.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by A Touch of Elegance. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by A Touch of Elegance planning staff

SIGNAGE: You may post your group's sign or hang balloons at the front entrance on the venue, but please do NOT attach anything to or cover up our entrance sign, or use nails or screws to attach anything.

SMOKING: A Touch of Elegance is a non-smoking facility

SOCIAL MEDIA : I GIVE YOU PROMISSION TO POST PICTURS OF MY EVENT ON YOUR SOCIAL MEDIA PAGE FOR ADVERTISEMENT.

IF EVENT REQUIRES ALCOHOL OR A TEEN PARTY SECURITY WILL BE ON DUTY WITH A CHARGE

Owners and Security have the right to come in the building at any time during your event and if event get out of hand the owners have the right to shut it down.

Initial Here _____

SECURITY: A security guard/s will be present for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions, baby showers). This service is non-negotiable. The customer is responsible for the cost of the Security Guard. The cost of the service is included as part of the venue rental (unless noted otherwise).

SIGNATURE_____

DATE_____

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CATERING: The catering service areas in each of the venues are not intended to be used as a kitchen for meal preparation. Kitchen designed only for warming dishes and rinsing utensils.

SPEED LIMIT: The speed limit at The Touch of Elegance complex is 5 mph and is strictly enforced for the safety of your guests.

TABLES AND CHAIRS: A Touch of Elegance is providing tables and chairs as part of our rental package, unless noted otherwise. We have over 200 chairs with comparable numbers of tables (50 percent round and 50 percent rectangular) to accommodate our venue occupancies. The 60-inch diameter round tables (seats 8) and 96-inch by 30-inch rectangular tables (seats 10). The earliest booking date for a particular day has the first right of selection regarding table types. A Touch of Elegance provides the maximum number of chairs based on the approved occupancies.

TOILETS: The venue has one toilet for the occupancy of guests. The Rest Room are handicap accessible.

LOGISTICAL PLANS: A Touch of Elegance planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at A Touch of Elegance. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Customer Signature _____

Date _____

A Touch of Elegance Coordinator Signature Natasha Farley *Natasha Farley*

Date: _____

SIGNATURE _____

DATE _____