



SPECIAL EVENTS

RENTAL AGREEMENT CONTRACT

All capitalized terms shall have the meaning ascribed to them in the Rental Summary,

1. FACILITY RENTAL - Your initials on the Rental Agreement sets forth your agreement to rent the Venue for the sole purpose of conducting your Event for the Duration set forth therein. THE STUDIO will reserve the Event Date and Start Time upon receipt of your FULL PAYMENT.

2. FEES AND COSTS - You agree to pay the Fees on the due dates set forth in the Rental Summary. You are solely responsible for all costs associated with your Event and for any damages sustained by THE STUDIO or THE BARN III arising out of or relating to your Event, your vendors, or other invitees. THE STUDIO will provide you with an invoice for costs incurred which shall be payable within 10 days of the invoice date. All past due invoices will incur a late fee of 1.5% per month.

3. CANCELLATIONS AND RESCHEDULING - If you cancel or reschedule your Event 30 days prior to your Event Date, THE STUDIO will refund 75% of the total rental fee. THE STUDIO may, but shall not have an obligation to, re-rent the Venue without any further liability to you.

4. TERMINATION AND EJECTMENT - THE STUDIO reserves the right to terminate this Agreement at any time and you agree to forfeit all payments made, if the Balance Due is not paid on the Due Date or if you fail to otherwise strictly comply with this Agreement. You agree that THE STUDIO may, without liability to you, request any individual or group of individuals to vacate the Venue, or have the same removed from the Venue if, in the sole and absolute discretion of THE STUDIO or THE BARN III, such individual or group poses a threat or danger to person or property, or otherwise violates the terms of this agreement.

5. FORCE MAJEURE - In the event THE STUDIO is unable to fully perform its obligations hereunder due to events beyond its reasonable control including but not limited to acts of God, acts by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, terrorism, sabotage, labor problems, inability to obtain power, material, labor, equipment or transportation, or court injunction or order, THE STUDIO shall be relieved of its obligations during such time and to the extent it is unable to perform.

6. RELEASE, HOLD HARMLESS AND INDEMNITY - You agree to release and hold THE STUDIO and the BARN III and its affiliated entities, and their members, managers, officers, employees, agents, representatives, volunteers, heirs, successors and assigns harmless from any suits, actions, damages, and expenses, including injury to person or property, resulting from the Event or any use of THE STUDIO and THE BARN III and its affiliated entities, and their members, managers, officers, employees, agents, representatives, volunteers, heirs, successors and assigns for any damages, penalties, fines, suits, actions or other costs (including reasonable attorneys' fees) arising out of or in connection with your use of the Venue, and/or the act or omissions of your vendors and/or other invitees. THE STUDIO and THE BARN III is not responsible for personal property left unattended prior to, during, or after an Event.

7. COMPLIANCE WITH LAWS - You agree to comply with all applicable local, state, and federal laws, and obtain all necessary permits, licenses or other forms of permission necessary to use the Venue for conducting the Event.

8. NON-ASSIGNMENT - You may not assign your rights and obligations hereunder without THE STUDIO and THE BARN III's written consent.

9. ATTORNEYS' FEES - In the event you fail to pay any amounts due under this Agreement, you agree to pay all costs incurred by THE STUDIO and THE BARN III to collect such amounts, including without limitation reasonable attorneys' fees.

10. NOTICES - All notices hereunder shall be in writing and shall be deemed to have been delivered on the day of delivery if personally delivered or sent by express mail postage prepaid, or on the third day after mailing if sent by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth at the beginning of this Agreement.

11. NON WAIVER - No failure or delay in exercising any right, power, privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12. CHOICE OF LAW AND VENUE - This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws thereof. In the event of any action to interpret, enforce or otherwise apply or construe this Agreement, such action shall be brought solely in the Circuit Court of the Eleventh Judicial District of State of Illinois, in Woodford County, Illinois.

13. SEVERABILITY - In the event that any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to avoid such result and the validity of any other provisions and of the entire agreement shall not be affected thereby.

14. ENTIRE AGREEMENT - This Agreement, comprised of the rental summary form, these terms and conditions, all appendices attached hereto to the rental summary form, and THE STUDIO's guidelines (as may be amended from time to time), constitutes the entire agreement between the parties, and supersedes any prior understanding and representation. No prior communications, either written or oral, or course of dealing shall be binding upon the parties hereto. This agreement may be modified or amended only by a written instrument signed by the parties.

Regular terminology Reminders... you have agreed to:

- h) No food or beverage are provided by THE BARN III to THE STUDIO.
- h) Payment due in FULL upon receipt of electronic booking invoice
- h) Cancellations 30 days or more before your event will be refunded 75% of your total Venue Rental Fee. Cancellations after 29 days or less before your date, no money back.
- h) Saturday events scheduled between 3pm - 5pm must abide by a strict NO NOISE outside of the STUDIO policy.
- h) Any damage done to the facility during your rental will be invoiced to you and charged on the card you used to pay your booking fee.
- h) No weddings/wedding receptions allowed inside the facility.