

## Standard Terms and Conditions

Karamu House, Inc. (hereafter Karamu) is a resource for the community providing affordable meeting space for a variety of purposes. Karamu especially seeks to provide space for arts groups and for non-profit organizations aligned to Karamu's mission and values. Karamu has several rooms that are suitable for a wider range of activities such as corporate meetings, intimate luncheons, dinner parties and private social events. Spaces will accommodate 25-75 people, depending on individual floorplans. Karamu can provide a certain number of tables and chairs for use, depending on availability, in most spaces. To continue to provide clean and affordable spaces a signed contract is required for all space rentals. The facilities close at 11:00pm.

1. **Term and Termination:** This Event Application Agreement Standard Terms and Conditions ("Agreement") will be binding upon execution and will terminate on the consummation of all contemplated obligations. Either party may terminate this agreement if the other party fails to perform and fill obligations and such failure has not been remedied within three (3) days and notice has been communicated in writing to such party.
2. **Deposits and Payments for Space Rentals:** "See *Space Rental Fees*" document for costs. A refundable deposit of \$200.00 is required from all groups using space. The rooms must be left in good order (trash deposited in receptacles and non-Karamu equipment removed). Once Facilities determine that the room is in good order, the deposit will be returned within ten (10) business days.

The basic non-performance rental is a 3-hour span. If there is a need for additional time a \$35.00 per hour fee will be assessed. The required deposit for non-performance space is 50% of the rental cost and is non-refundable. The basic performance rental is a 4-hour span. The required deposit for performance space is 50% of the rental cost and is non-refundable. All Deposits are due upon signing Agreement.

Any remaining balances must be paid ten (10) business days prior to the event. If payment is not received the event is subject to cancellation. Theatres are only available when not in use for set construction, rehearsals and performances. All rooms are available on a first come basis. Karamu House will provide a quote for optional/variable costs, prior to Agreement confirmation. Payments can be made via MasterCard/Visa, Cash, Money Order or Certified Check, payable to Karamu House, Inc. and paid in the Business Office.

3. **Theatre Receptions:** Theatre receptions are one (1) hour before performances in each theatre. Areas used are to be cleared/cleaned by intermission.

Reception Spaces for buying 100% of the House: Jelliffe Theatre: Gallery, Lewis Room  
Arena Theatre: Stokes Room

Reception Spaces for buying 50% of the House: Choice of available rooms – Must pay  
50% of room rental fee

4. **Non-Profit Discount:** A non-profit discount of 15% will be applied to all rental organizations with an IRS Determination Letter on file at Karamu's Business Office no later than two (2) weeks prior to the event.
5. **Cancellation Policy:** Karamu is reserving the facilities for use by you. If you cancel this Agreement, Karamu will necessarily incur financial losses, including for example, lost revenue from having turned another group away. You may cancel an event date at any time on or before seven (7) business days before the event start date, you are responsible for payment of all event fees set forth in the Agreement. The parties agree that

these sums are not a penalty and represent a reasonable effort on behalf of Karamu to establish its loss prospectively and represent liquidated damages.

6. **Use of the Facilities:** Subject to the terms and conditions of this Agreement, Karamu hereby grants permission to you to use the Facilities. You will use the Facilities in a safe and careful manner and only for the purpose specified in the Agreement. You will not conduct or permit any other use or subject the Facilities to any use that may cause damage. You may use the Facilities only during the hours specified in the Agreement. You agree to take good care of the Facilities to maintain and return them in as good of condition and order as they were prior to your use. You will ensure that your employees, invitees, guests and agents conduct themselves in a manner so as not to disturb or interfere with any activities of Karamu on the premises. You will not make or permit to be made any alterations, additions or improvements to the Facilities. You will not store or possess any hazardous substances within any Karamu space. Upon completion of your Event, you will remove all property and materials of you or your employees, invitees, guests, and agents. Unless special arrangements have been made with Karamu, any of your property left at Karamu for more than three (3) business days after termination of this Agreement will be deemed to be abandoned and become the property of Karamu to be disposed of or utilized at Karamu's discretion. If the facilities are damaged or left excessively dirty, you agree to pay all cost of any damages, repairs or cleaning services upon receipt of an invoice from Karamu. If you breach the Agreement, then Karamu may prohibit you from accessing or using, including the Facilities in the future.
7. **Rules and Regulations:** Your employees, invitees, guests and agents are required to comply with all applicable laws, ordinances, rules and regulations and all applicable policies and procedures of Karamu, including without limitation, those relating to equal opportunity, nondiscrimination, fire and safety, traffic and parking, solicitation or sales, alcoholic beverages, concealed weapons or "no smoking". Karamu reserves the right to control and manage its premises and to enforce all policies and procedures necessary to the proper management and operations of its premises. If you break this Agreement, Karamu may evict you from its premises.
8. **Food and Liquor:** Groups using Karamu's space may serve food and non-alcoholic beverages. Karamu does not provide kitchen facilities for food preparation or catering needs. Karamu's Liquor License does not permit the serving of alcohol by outside groups. Karamu can provide a cash bar to serve, beer, wine and or spirits with a notification two (2) weeks prior to event date. There will be a charge of 30.00 per bar server per event for Bar service.
9. **Liability and Indemnification:** You agree to assume all risk of: damage, destruction, loss or theft of, any property of, you, Karamu or any third party and any injury or death in any way related to your use of the Facilities. You waive all claims against Karamu. You will hold harmless and indemnify Karamu and its trustees, officers, employees, and agents from and against any and all actions, claims costs, demands, expenses, losses and liabilities (including without limitation, attorneys' and legal fees and other cost of defense) in any way related to the acts or omissions of you or your employees, invitees, guests or agents, or the breaking you of this Agreement. Liability Insurance in the amount of at least \$1,000,000 is required. You may contact your own insurance provider or visit the following link for event /travelers coverage:  
<https://secure.protectmyevents.com>

- 10. Force Majeure:** Neither party will be liable for a breach of this Agreement if such party's performance is prevented or made substantially impracticable as a result of any Force Majeure Event, which could not have reasonably been avoided by the exercise of due diligence. For the purposes of this Agreement, "Force Majeure Event" means a war, act of nature, act of God, act of terrorism or the public enemy, civil disturbance, military action, action of a court or public authority or strike or labor dispute. If a Force Majeure Event occurs, the party whose performance is prevented must promptly notify the other party of the existence of the Force Majeure Event.
- 11. No Representation or Warranties:** You have examined the Facilitates and agree to them in their "As-Is, Where- Is" condition. Karamu does not make any warranties, express or implied. Any and all warranties, express or implied, are expressly excluded and declined. Karamu disclaims any implied warranties, promise and conditions of merchantability, fitness for particular use of purpose, title, non-infringement or non-interference, where as to any of the facilities (including without limitation, the functionality of Karamu's computer equipment or software) or any equipment or materials, or services rendered by Karamu.
- 12. General Provision:** The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Ohio without regard to its conflicts of law principles. You hereby irrevocably consent to the personal jurisdiction of, and exclusive venue for any legal proceedings or actions undertaken by, or on behalf of, you in the state and federal courts location in Cuyahoga County, Ohio. The parties agree that this Agreement is deemed to have been made in the State of Ohio. No joint venture, partnership, employment, or agency relationship exists between you and Karamu. Karamu will not be deemed to have waived or modified any of these terms and conditions except by a writing signed by its duly authorized representative. You may not sublet, sublicense or assign your rights under this Agreement to any third party without the prior written consent of Karamu. Any attempted sublease, sublicense, assignment, transfer, encumbrance or the other disposal without such consent will be null and void. This Agreement does not and is not intended to confer any rights or remedies upon any party other than you and Karamu. If any provision of this Agreement is found invalid or unenforceable, pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make then enforceable. All notices to Karamu relating to any legal claims or matters must be made in writing to Karamu House, Business Office, 2355 East 89<sup>th</sup> St, Cleveland Ohio 44106, Attention: Legal Services, and will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America Mail, postage prepaid, certified or registered, return receipt requested, and addressed to the party signing this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of you and Karamu by their respective duly authorized representative. No waiver by either party to this Agreement at any time of any breach by the other party of, or compliance with, any condition or provision of conditions at the same or at any prior or subsequent time will be accepted. This Agreement does not contain an offer by Karamu and it will not be effective until signed by both parties. Sections 2-4 and 7-12 will survive and termination of the Agreement will remain in full force, together with all causes and actions that may have accrued prior to termination, and other provisions that might reasonably be deemed to survive such termination.

*I have read, understand, and agree with the above terms and conditions of this Agreement:*

X \_\_\_\_\_

Print Name: Authorized Representative of Entity

X \_\_\_\_\_

Signature: Authorized Representative of Entity

\_\_\_\_\_  
Date