



THE RED DOOR

4600 Rockbridge RD, Ste E, Stone Mountain, GA 30083
Ph: 404-519-7535 - Email: info@thereddooratl.com

SPECIAL EVENTS RENTAL AGREEMENT

1) RENTAL FEES:

The Client shall pay the Venue a total rental outlined in Invoice for the use of the event space. This fee is non-refundable and is due on Due Date listed in Invoice. In addition to the rental fee, the Client shall pay a damage deposit of \$250.00 and a Service fee of 3% of total invoice. This damage deposit will be returned to the Client within 3-5 days after the event if there is no damage to the Venue. A late fee of \$100.00 will be added if Invoice is not paid by Due Date.

2) DATE CHANGES:

In the event the Client(s) is forced to change the date of the event, every effort will be made by The Red Door to transfer reservations to support the new date. The Client(s) 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 is the sole responsibility of the Client(s). The Client(s) further understands that last minute changes can impact the quality of the event and that The Red Door is not responsible for these compromises in quality. All date change requests within 30 days of event will incur an additional \$250.00 non-refundable fee.

3) CANCELLATIONS:

In the event of a cancellation of the special event, all payments made to date are non-refundable including security & damage deposit and all outstanding payments will be due immediately. If there is a cancellation due to an act of nature, i.e., Tornado, Hurricane, Flood, or Government issued disaster, the Venue is not responsible and deposits will not be refunded, however, the Client(s) may contact The Red Door and another date will be rescheduled at the same price, on same terms.

4) TERMINATION:

The Venue may terminate this Agreement if the Client fails to comply with any of the terms of this Agreement. Upon termination, the Venue may retain all payments including security & damage deposit as liquidated damages.

5) AMENDMENT:

This Agreement may not be modified, amended or altered except if the amendment is made in writing and is agreed and signed by both parties.

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6) **SEVERABILITY:**

If any provision 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.

7) **WAIVER OF CONTRACTUAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8) **RULES AND REGULATIONS:** The following is a list of rules and regulations to be upheld by Client(s), which includes all Event Planners and Coordinators and Vendors who are involved in the planning and execution of a special event on the premises of The Red Door:

a) **Barbecues / Grills**

- i) No use of a grill is permitted. The use of an outdoor charcoal or mesquite grill requires a permit and a certificate of general liability insurance.

b) **Candles**

- i) Any use of candles must be approved by the facility.
- ii) All candles must be contained or enclosed in glass or other non-flammable cover.
- iii) The flame must not reach higher than 2 inches below the height of the glass/cover.
- iv) The Client is responsible for any damage done by the use of candles.

c) **Event Ending Time**

All events must end by the agreed contractual time. Each event shall start **winding down 30 minutes** prior to the contractual closing time in order to allow for clean-up and closure of the site by the venue. Events that last longer than contracted time are subject to an additional fee.

d) **Client Decorations**

- i) **Event Planner/Coordinator:** The Client/Lessee/Renter shall provide Event Planners, Coordinators or any other additional staff for the said event. The venue will only provide the rental space and adequate staff to assist in the execution of the said event. The Red Door will provide the following service at an additional fee, if needed or required.
- ii) **Set-up/Decorations:** The Client(s) and or Representative/Coordinator will be allowed to enter the building by **agreed upon time** on the day of the said event, unless negotiated with management otherwise, in advance. Set-up/Decorate on another day, other than the day of the said event may require an additional venue fee.
- iii) Decorations **may not be hung on the walls** via tape, thumb tacks, command strips or nails. All decorations must be removed directly following the departure of the last guest, unless special arrangements have been made between the Client(s) and the

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- venue. If helium or other gas filled balloons are to be used, they must have ribbons or strings attached that are long enough to allow safe retrieval at the end of the rental period.
- iv) NOTE: No masking tape, duct tape, transparent tape or double stick tape is allowed on any walls. All other decoration must be freestanding. Nails may not be used on the floors.
 - v) NOTE: The use of flower petals, balloons, glitter, confetti and fog machines and bubbles are permitted inside/outside the facility only. **All items must be cleaned up prior to getting the damage deposit returned.**
 - e) **Additional Decorating Needs:** Client/Lessee/Rental will provide all decorations including linens unless arrangements with The Red Door have been made prior to event.
 - f) **PROHIBITED ITEMS:** The use of rice and pyrotechnics, are not permitted inside/outside of the facility.
 - g) **Insurance**
 - i) The Venue shall maintain Commercial General Liability Insurance.
 - ii) Client is advised to obtain event insurance
 - h) **Liquor / Beverages / Illegal Substances**
 - i) Alcohol may not be served to minors.
 - ii) At any time, if the management deems alcohol consumption to be excessive and unruly, after speaking with the authorized Client's Representative, if problems still exist, the management has the authority to close down all alcohol service and/or evict inebriated guests from the premises.
 - iii) No violent/unruly behavior, illegal drugs, gambling, illicit sexual activities, or illegal activities are permitted on the RED DOOR property at any time (*including the parking lot*).
 - iv) THE RED DOOR is a family and neighbor friendly business and as such reserves the right to report any illegal behavior including consuming alcoholic beverages in open outdoor common areas (*public intoxication*) to the proper authorities with or without advance notice to the Client/Lessee.
 - i) **Logistical Plans**
 - i) The Red Door must review and approve all proposed logistical plans for the use of the premises.
 - j) **Music Amplified**
 - i) Music is permitted within the reserved space.
 - ii) All music and equipment is provided by the Renter/Lessee and the Venue is not responsible for any equipment and or rental fees, DJ and or band expenses.
 - iii) Equipment must not damage the venue in any way. Music must be at a reasonable level at all times
 - k) **Security**
 - i) Adequate Security is required for designated events. The Red Door will contract security for said client. Cost of the service will be added in the venue rental fees.

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- l) **Smoking**
 - i) The Red Door is a non-smoking venue. An additional fee may be applied if this venue rule is not abided by. Smoking area is available on ramp.
 - ii) Smoking on deck is at the discretion of client.

- m) **Restricted Areas**
 - i) Clients and Client's guests are to stay in the area contracted/rented as well as any common areas. Please ensure that all attendees/guests are aware of this rule.
 - ii) **NOTE All children must be supervised by an adult at all times. Please do not allow children to run and jump on chairs and fixtures in the building.**

- n) **The Red Door Grounds & Parking Lot**
 - i) The Red Door building and grounds shall be left in a clean and orderly condition to the satisfaction of The Red Door.

- o) **Clean up Guidelines**
 - i) *Thorough inspection must be done by Client/Lessee before THE RED DOOR does final inspection to assure no damage.*
 - ii) Client/Lessee is required to ensure that ALL trash and debris items are placed provided bins.
 - iii) For safety reasons, ALL spills, food droppings, or any other similar noticeable incidents, that need immediate attention (**Ex: illness, candle drippings, etc.**) that occurs during the Client/Lessee's Special Event must be, cleaned up immediately. **Please Do NOT wait until the end of the event.**
 - iv) Any major incidents that can't be handled immediately, easily or fully, and leave visible evidence behind **MUST** be reported to Management immediately. Failure to do so may result in the Client/Lessee being held financially responsible for its remedy after the fact.
 - v) Client/Lessee must remove any and ALL personal items left behind by Guests/Attendees in the Ballroom/Hall, Restrooms or any other common areas.
 - vi) Any tables, etc. that are located outside the entrance of the venue or the entrance of the door of the said Hall/Rental Space must be moved inside of that Hall/Rental Space

- 9) **Catering/Warming Area: Warming/Serving Area**
 - a) **Red Door Catering**
 - i) Use of our catering service is voluntary
 - ii) The Red Door will provide all food items including dinnerware
 - iii) No outside food is permitted exception: desserts
 - iv) Client agrees to give accurate count of guests for food service
 - v) Client agrees to pay for additional guests that were not in the original guest count
 - b) **Catering Client Provided:**
 - i) Client/Lessee/Rental shall provide all catering/food choices for the said event.
 - ii) The Venue, The Red Door is not responsible for supplying neither catering services, food nor any beverages for this said event. Any requested assistance with either will result in additional fees to the venue.
 - iii) The Venue is NOT responsible for any illness due to food/catering and consumption of beverages. (*Alcoholic & non-alcoholic beverages*) The sole responsibility is on the Client/Lessee/Renter.
 - c) **Warming Area:**

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- i) The *preparing kitchen* is warming area only.
- ii) All foods are to be prepared.
- iii) There is no cooking onsite.
- iv) The Client(s), not the venue is responsible for having a dedicated person of choice to monitor any products/food, beverages, etc. brought into the venue for the said event, for the purpose of their event only.
- v) This is a “service/prep” area and is not equipped to be used to “prepare” food.
- vi) The equipment is provided only to aid in the warming (microwave) or chilling (refrigerator) of food that has already been prepared.
- vii) Ensure that any/all appliances, fixtures, and surfaces are cleaned to good housekeeping standards. (*Microwaves, refrigerators, sinks, etc.*).
- viii) The appliances are provided for your convenience as a courtesy and should be treated accordingly.
- ix) While every effort is made to ensure they are fully operational and available, circumstances may arise where they may not be. No warranties are made regarding availability, workability, or otherwise and THE RED DOOR Company cannot be held liable for such.
- x) Additionally, only experienced persons should attempt to use these items. If you are unsure how to use them properly, refrain from usage.
- xi) If Client/Lessee and or caterer brings in additional appliances/equipment, that has been approved by management of the venue for the special event, the Client/Lessee is responsible for those appliances/equipment and NOT The Red Door.

10) **THE RED DOOR’S Property**

- a) Tables, chairs, furniture and other equipment/supplies that are properties of RED DOOR must NOT be removed from the facility or into another space/rental area of the facility without the prior consent of THE RED DOOR’S Management.

11) **Animals/Pets**

- a) No animals or pets of any kind are permitted on the property for the safety of both humans and the animals.
- b) **Special Exception:** Service animals for the handicapped are permitted. However, Client/Lessee assumes all liability/responsibility for the animals and their actions.

12) **OTHER LEGAL AND MISCELLANEOUS PROVISIONS:**

- a) The Client/Lessee agrees that they assume any/all legal and financial responsibility/liability for the actions, safety, and well-being of any/all attendees (*guests, registrants, press, etc.*) and other participants (caterers, entertainers, service providers, vendors, etc.) involved in the contracted event and agrees to hold THE RED DOOR, its owners, and agents blameless and harmless for same. This responsibility/liability includes, but is not limited to, property damage, personal injury, and criminal liability.
- b) Although we only require proof of liability insurance for corporate events, it is highly recommended, but not mandatory that you seek advice from your insurance provider(s) regarding products or coverage they may offer to limit your personal liability in the event of an unexpected incident or problematic situation.

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- c) In the event that the Lessee's absence from the event proceedings (*including client setup and clean-up duties*) becomes necessary, they may assign a responsible adult(s) (age 18+) to act as their representative(s) or agent(s). **Please note that this provision does not remove or limit the Client's/Lessee's liability/responsibility in any way. Any such individual(s) is acting on your behalf and you will still be held fully responsible/liable for their actions.**
- d) Lessee should inspect facility when they arrive and report any problematic situations immediately to THE RED DOOR. If you see a problem or situation that you feel you could be charged for later and do not report it immediately, we will have no choice but to assume it occurred during your rental period.
- e) Misuse of the facility, unruly or illegal behavior, failure to observe posted signage, and/or the failure to obey any portion of the provisions contained in this document or your rental contract constitute a breach of contract and may result in actions against the Client/Lessee including, but not limited to, cancellation of rental period, immediate dismissal/removal from the facility, forfeiture of any deposits, funds or fees already paid and additional fees or charges, as well as legal action might apply.
- f) Use of equipment, supplies, facility furniture/fixtures and decorative items, and/or any other items supplied to Lessee by THE RED DOOR for use during contracted rental is expected to consist of the "normal" intended use of such items or any other uses specifically described in this document, posted signage, or any other addendum to Lessee's rental contract and is permitted only during the duration of the contracted rental period. Put simply, only use these items for what they're supposed to be used for and only use them during your rental period. **For example, a chair is NOT a ladder so don't use it as one. The kitchen sink does NOT have a disposal so don't put anything other than liquids down the drain.** Any improper use or removal of THE RED DOOR supplied items will result in the forfeiture of your security deposit and/or result in you being billed for additional charges.
- g) THE RED DOOR reserves the right, at our discretion, to inspect the facility at any time to ensure proper usage is being maintained. Typically, we will only inspect the facility prior to Client's/Lessee's rental period to check for any "pre-existing" issues or maintenance needs and after Client's/Lessee's rental period to ensure the provisions of their rental contract have been satisfactorily adhered to. Client's/Lessee's rental period or there exists "reasonable" cause to believe Client/Lessee is not complying with the provisions of their rental contract, THE RED DOOR or its agents may inspect the facility while Lessee is using the facility. If such a situation arises, THE RED DOOR or its agents will make every possible effort make any such inspection as quickly and inconspicuous as possible so as to minimize any inconvenience to the Client/Lessee, their attendees, and other participants.
- h) In the event Client/Lessee encounters any situations or circumstances not specifically covered in this document or their rental contract or in the event of an emergency, please use the following contact information to reach someone for assistance:

13) BEHAVIOR AND EXPECTATIONS

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- a) Upon retaining The Red Door Event Facility for your event, the client is expected to behave in a professional manner with all The Red Door staff. Any level of discourse to include verbal abuse will be met with a warning in writing of any incident. The continuation of abusive behavior will be met with a cancellation of your event and all monies collected will be forfeited.
- b) Client and guests are to expected to comply with requests from staff before, during and after event as long as they are on the property. Any level of discourse to include verbal and physical abuse will be met with an immediate shut down of event and all monies will be forfeited.

14) **ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This agreement shall be construed and interpreted in accordance with the laws of the State of Georgia without resort to its choice of law provisions. The courts of Dekalb County, Georgia or the United States District Court for the Northern District of Atlanta shall have exclusive jurisdiction for the purposes of legal, injunctive, or equitable relief; and the Parties hereby expressly agree to submit themselves to said court's personal jurisdiction and venue for such resolution

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