

Event Center Rental Agreement

This is a Rental Agreement between eContactLive, Inc. Event Center (Herein after known as eContactLive, Inc. Event Center or Facility) and _____
(Herein after known as CLIENT) for the use of the rental hall.

Terms and Conditions

Reservations

Before entering into this Agreement, CLIENT shall have completed and signed the eContactLive, Inc. Event Center Facility Reservation Application for the reservation of the use.

In order for an event to be guaranteed, eContactLive, Inc. Event Center must receive a deposit of at least fifty percent (50%) of the room rental fee as well as a refundable security deposit at the time this Agreement is entered into. The remainder of any rental fee is required seven (7) days prior to the event.

Hours of Operation

Events may not last beyond 1:00 a.m. without prior approval from eContactLive, Inc. Event Center staff. This 1:00 a.m. deadline includes cleanup time. The CLIENT will be charged \$100.00 per hour if the Event and/or cleanup time exceeds 1:00 a.m. or if it exceeds a delegated deadline previously approved by staff. CLIENT is responsible for making sure guests leave the building at an appropriate time in order for CLIENT to finish clean up before the time deadline. Arrangements must be made by the CLIENT to have all rental equipment picked up and removed from the Facility the same day as the Event before the Event's time deadline unless there is prior approval. eContactLive, Inc. Event Center is not responsible for any damage or theft of any items left by the CLIENT or any guest attending the CLIENT's Event.

Services Provided

Staff: eContactLive, Inc. Event Center Staff will be on call during the entire event. The Staff member will open the Facility and provide information and direction as needed. The Staff member will not be available to serve or decorate and will not be involved in the Event.

Tables, Chairs, Linens: Such items are provided upon request and will be set up and taken down by eContactLive, Inc. Event Center Staff. CLIENT must provide a layout for eContactLive, Inc. Event Center. Tables and chairs are not to be taken outside by the CLIENT or any guest attending the Event.

Deep Cleaning: eContactLive, Inc. Event Center will perform deep cleaning, such as mopping and vacuuming. CLIENT will ensure all trash is bagged without leaks and ready to be placed in dumpster. CLIENT will ensure flooring is cleaned of major debris.

CLIENT must remove anything brought in by self, guests or hired vendors.

Parking: There is no cost for parking in the area surrounding eContactLive, Inc. Event Center.

Kitchen Usage

Kitchen usage is limited to preparation only as there are no resources in the kitchen or on the premises for cooking. This means that food may be assembled and may be warmed or kept warm using the microwave ovens, and perishables and beverages may be chilled in the refrigerator and freezer. Ovens, refrigerators, and freezers must be thoroughly cleaned after use.

Kitchen WILL be used at an additional fee of \$100.00 _____ CLIENT Initials

Kitchen will NOT be used _____ CLIENT Initials

Patio/BBQ Usage

The back patio may be used for outdoor events and for the convenience of smokers in inclement weather for an additional flat fee of \$75.00. The natural gas BBQ is also available for a \$50.00 flat fee.

Patio WILL be used at an additional fee of \$75.00 _____ CLIENT Initials

BBQ WILL be used at an additional fee of \$50.00 _____ CLIENT initials

Patio/BBQ will NOT be used _____ CLIENT initials

Decorations

Decorations may not be fastened to the walls with thumb tacks, nails, or staples. Pushpins and masking tape are permitted but must be removed at the conclusion of the event. Candles must be completely enclosed in a glass or non-flammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited in the ballrooms and/or on the grounds. No rice, birdseed, or other similar items shall be thrown in or around the Facility. Immediately following the completion of the function, all decorations, trash, or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, CLIENT must consult with eContactLive, Inc. Event Center staff. Failure to do this may result in damages and/or excessive wear and tear. The cost to clean and repair will be deducted from the security deposit at a minimum of \$300. _____ CLIENT Initials

Food

All food must be prepared by, brought onto the premises, and served by CLIENT or a caterer that is designated by the CLIENT. CLIENT or their caterer shall coordinate with eContactLive, Inc. Event Center Staff two (2) days in advance in order to confirm catering staff arrival time. A minimum of one (1) catering staff person is required to be on duty at all times during the catered Event. eContactLive, Inc. Event Center will not provide any serving materials. _____ CLIENT Initials

Miscellaneous Policies

Live animals, except for service animals, may not be brought onto the premises.

CLIENT and his/her guests are restricted to the rental area and are prohibited from entering areas or touching furnishings not designated for use by CLIENT, included current tenant areas within rolling walls. Children must be supervised at all times.

eContactLive, Inc. Event Center will not be responsible for items left behind, before, during or after an Event.

eContactLive, Inc. Event Center staff may enter any of the rented premises at any time on any occasion.

eContactLive, Inc. Event Center reserves the right to take photographs of rental Events for its own records and for use in future.

CLIENT must ensure that the number of guests does not exceed the stated expected number and will be verified via security cameras for hourly rental rate purposes, and overage will be deducted from security deposit. No reduction in hourly rental rate for no-shows. In cases where property has been damaged or abused beyond normal wear, CLIENT will be billed for all damage and additional clean-up.

Storage in Building. eContactLive, Inc. Event Center does not provide storage. It is not available before or after a rental event. All decorations, props, rented furniture, beverage dispensers, and personal belongings must be removed at the end of the event.

_____ CLIENT Initials

Fees and Charges

Payment Policy

A fifty percent (50%) deposit of the room rental fee and the refundable security deposit is due at the time the CLIENT enters into this Agreement. These are required as an initial deposit. The remaining balance of total costs is due no less than seven (7) days prior to start of the event. eContactLive, Inc. Event Center accepts payments in the form of credit card (Visa, Mastercard, AMEX) or check payable to "eContactLive, Inc."

Initial deposit= 50% of room rental + Security Deposit

Client agrees to these payment terms. _____ CLIENT Initials

Cancellation Policy

CLIENT must provide a dated, written request for cancellation. Upon cancellation by CLIENT the following fee schedule will apply:

72 hours after signing contract: \$100 administration fee deducted

14 days prior to event: One quarter (25%) of initial deposit nonrefundable

7 days prior to event: One half (50%) of initial deposit nonrefundable

Less than 7 days prior to event: Total (100%) of initial deposit nonrefundable

No refunds will be made when the event is canceled by eContactLive, Inc. Event Center due to the CLIENT's noncompliance with terms and conditions.

Clean-Up Responsibilities

Clean-up is the CLIENT's responsibility. CLIENT is expected to provide sufficient supervision to minimize spillage of food and beverages on the Facility floors during the rental event.

Any CLIENT leaving excessive trash in the main hall, kitchen, restrooms, lobby, and/or outside of doors is subject to additional charges. All or a portion of the security deposit will be withheld if the Facility is not adequately cleaned, or if damage occurs.

CLIENT must finish the clean-up no later than the time the CLIENT has identified as the ending time for his/her event. The CLIENT is responsible for the following cleaning duties:

All tables must be cleared of all items such as table linens, dishes, decorations, etc.

All trash must be placed in the receptacles provided. If any trash will not fit in the receptacles, such as boxes or large items, these must be broken down and taken out to the trash dumpsters located in the front parking lot. eContactLive, Inc. Event Center will provide additional trash liners if needed.

All decorations must be taken down and removed from the Facility.

CLIENT is responsible for all kitchen clean-up. The kitchen area must be thoroughly cleansed and returned to its original level of cleanliness. This includes all work areas, ovens, refrigerators, sinks and floors.

eContactLive will be in charge of cleanup and removal of decorations at \$150.00 per hour.

_____ CLIENT Initials

CLIENT will be in charge of clean up and removal of decorations. _____ CLIENT Initials

Insurance and Security Requirements

Insurance

In order to use the facility, CLIENT shall take out, at their expense, and keep in force during the event covered by the Agreement, general liability insurance, naming eContactLive, Inc. Event Center as additional insured. A copy of insurance coverage must be submitted to eContactLive, Inc. Event Center at least seven (7) days prior to your event date. If unsure, inquire with management for the name of an agent to contact to secure certificate.

CLIENT will obtain Insurance Coverage _____ CLIENT Initials

eContactLive, Inc. Event Center will obtain Insurance Coverage at an additional fee _____ CLIENT Initials

Security

eContactLive, Inc. Event Center may require a security staff for events in which size, program and/ or nature of the program indicate such needs. At least one security guard is required when alcohol will be served. The Center will arrange for security to be paid for by the CLIENT.

The price for security will be \$_____ per hour per security guard (minimum of four hours) and \$_____ per hour per each additional officer per hour thereafter.

When applicable, eContactLive, Inc. Event Center may require adult chaperones for youth activities. A list of these chaperones must be submitted to eContactLive, Inc. Event Center at least ten (10) days prior to the event, including their addresses and phone numbers.

Smoking

Smoking is not allowed inside eContactLive, Inc. Event Center. eContactLive, Inc. Event Center will provide adequate smoking containers for use outdoors as needed.

Alcoholic Beverage Policy

eContactLive, Inc. Event Center shall abide by all laws of the State of California concerning the use and serving of alcohol. Each CLIENT wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in eContactLive, Inc. Event Center facilities.

Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage and when there is no admission charge for the event.

In the case of monetary exchange for alcohol, a licensed caterer is required. Please note that the caterer's insurance only covers the alcoholic beverages, not eContactLive, Inc. Event Center. Necessary licenses to serve or sell alcohol will be obtained. Any group who sells alcohol, or charges an admission fee and serves alcohol, must obtain a temporary liquor license from the State of California Alcoholic Beverage Control Board. A copy of the license must be on file with eContactLive, Inc. Event Center, seven (7) business days prior to event.

Alcohol will NOT be served _____ CLIENT Initials

Alcohol WILL be served _____ CLIENT Initials

Responsible Beverage Service Policies and Procedures

Proof of Age will be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description, and photograph. Servers will confirm that the I.D. is that of the presenter.

Non-alcoholic beverages (sodas, juices, waters, etc.) will be promoted and made available for the duration of any event where alcoholic beverages are sold or served.

At events of four (4) hours or longer, alcoholic beverages service will be stopped one (1) hour before the end of the event.

No alcoholic beverages may be brought into or taken out of the event by guests or participants.

Summary of Pertinent California State Laws

It is illegal to give, serve, or sell alcoholic beverages to any person under age twenty-one (21). This law applies to parents and other family members of minors.

Identification as evidence of age must be issued by a government agency (state or federal) (i.e. valid driver's license). Documents altered in any way are unacceptable.

It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.

It is illegal to be intoxicated in public.

It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher.

One-day licensed alcohol servers/sellers must be 21 years of age or older.

Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.

Client acknowledges and understands the policies and procedures and State Law regarding alcoholic beverages.

_____ CLIENT Initials

Indemnification

CLIENT agrees to defend, indemnify and hold harmless eContactLive, Inc. Event Center and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by eContactLive, Inc. Event Center or its employees, arising from CLIENT's acts or omissions under this Agreement or any act or omission of CLIENT's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of CLIENT, except as may arise from the negligence or willful misconduct of eContactLive, Inc. Event Center or its employees.

eContactLive, Inc. Event Center will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. CLIENT will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

CLIENT agrees to abide by this Agreement and acknowledges having received a copy thereof. CLIENT will be held financially responsible for any damage to the Facility or equipment, which occurs through the CLIENT's meeting or event at the Facility.

Additional Information:

By signing below, CLIENT acknowledges that he/she has read and agrees to all above terms and conditions.

CLIENT

Signature _____

Print Name _____

Date _____

Organization (if applicable) _____

ECONTACTLIVE, INC. EVENT CENTER

Signature _____

Evan Sylvia

Date _____

—

eContactlive, Inc. Event Center

6436 Oakdale Road, Riverbank, CA 95367

Event Center Coordinator: Evan Sylvia (209) 548-4330

After hours cell phone: (209) 241-6499

Fax: (209) 548-4316

Email: ESylvia@eContactLive.com