

VENUE RENTAL AGREEMENT**Non-Member****Water Oak Conference Center**

This agreement is effective as of, 20_____ between

_____ (hereinafter "Lessee") and Material Handling Industry (MHI) (hereafter "Lessor" or "Booking Agent"). The parties hereto, intending to be legally bound, for good and valuable consideration the adequacy of which is hereby stipulated, and in consideration of the mutual covenants set forth hereinafter, agree to the terms outlined below:

Lessee agrees to temporarily rent, occupy, and make use of, and Lessor agrees to make available the temporary use of, the Water Oak Conference Center, which is located at 8720 Red Oak Blvd., Charlotte, NC 28217 pursuant to the following terms and conditions:

Date of Event: _____

Type of Event: _____

Catered Event: _____

Set-up starting at: _____

Event starting at: _____

Event ending at: _____

Clean-up ending at: _____

Number expected: _____

Room(s) rented: Auditorium Communal Space Veranda

Training Room 121 Training Room 122

Lessee Name: _____

Lessee Address: _____

Lessee Phone: _____

Lessee Email: _____

Event Contact: _____

Contact Phone: _____

Contact Email: _____

Training Room Set

Up: _____

8720 RED OAK BVLD
CHARLOTTE, NC 28217
980-260-9057

www.wateroakcc.com

Lessee agrees to abide by and adhere to all terms, conditions, applicable rules, and policies that are set forth below and on the initialed pages of the Rental Form, which is attached hereto as Exhibit A to this Agreement and agrees to comply with and adhere to all applicable local, state and federal laws relating to the Center, to the Event, and to this Agreement. There may be other events occurring in the Center and in the building during the Event, and Lessee agrees that its activities and any noise from the Event cannot interfere with such other activities.

Privately Owned Property. The Center is a privately owned space, and the Lessor and/or owner of the Center (the Material Handling Industry (hereinafter "MHI")) have the right and authority to refuse any request to rent the same, to cancel or discontinue the Rental Agreement, to cease the admission of people into the Center and/or the building if the conduct of persons using the Center or in the building may present a danger to the safety of others, to jeopardize the condition or well-being of the premises or to otherwise not be in the best interest of the Center in the sole discretion of the Lessor or MHI. If a law enforcement agency or officer decides that the Event must cease for any reason, Lessee agrees that all persons using the Center will immediately vacate the premises.

Payment Terms. Lessee agrees to the following terms of payment for the Rented Room(s):

- 100% of the requested room(s) daily rental rate (Exhibit A) with the signed rental agreement.

Access to Rented Room(s). Access to a rented room(s) from Monday through Friday is from 7:00 AM EST to 8:00 PM EST on the Date of the Event, it is NOT guaranteed, and must be confirmed in writing by the Booking Agent. Access to rented rooms before the Date of the Event is permitted for set up or rehearsal only and depends on the availability of the room(s). The times of the Event include set up and clean up, including the activities of all subcontractors that Lessee may retain for the Event.

Occupancy of Rented Room(s). Lessee agrees to adhere to the authorized, designated occupancy capacities of rented rooms and agrees that the number of people at the Event will not exceed the designated capacity of each room that is rented. Setting up a room that exceeds the authorized room capacity will not be permitted. Measurements and room capacities are set forth on Exhibit A to this Agreement, and Lessee is not authorized or permitted to use the building's common areas including but not limited to its lobbies and solarium to increase seating beyond the authorized capacities of the rented rooms. Lessee is only authorized to temporarily occupy and use the room(s) being rented along immediately adjacent areas to the rented room(s). Public or common areas of the Center and the building such as parking lots, lobbies, halls, and bathrooms are not to be blocked or impeded in any way. Other activities or events

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may be occurring at the Center during the Event, and Lessee's temporary occupancy of the rented room(s) may not interfere in any way with them. Blocking or impeding such areas may result in the loss of the Lessee's deposit or in the assessment of greater damages. Lessee agrees not to use the Veranda to accommodate additional guests unless included in the rental agreement.

Room(s) Configuration/Technology/Decorating. Lessee is permitted to use certain equipment and furnishings (audio/visual system, Wi-Fi system, tables, chairs) available on the premises. Lessee is responsible for any damage to equipment that is furnished. Additional equipment that may be needed is the sole responsibility of the Lessee. After the Event, all equipment that Lessee has used must be returned to the location where it was found. Lessee's requests for configuration of rented room(s) and technological support for the Event must be provided to and approved in writing by, the Booking Agent in the Booking Policy listed on pg. 1. Requests for changes to the configuration of rented room(s) or to the needs for technology after such approval may not necessarily be accommodated. Lessee understands and agrees to adhere to the policies governing decorating rented rooms that are attached hereto as Exhibit B and incorporated herein.

Deliveries. Depending upon the availability of the room(s), deliveries of items such as staging, furniture, equipment and the like may be made to the room(s) being rented before 3:00 PM on the day prior to the Event Date if no other person has rented the room(s) on that date and if prior written confirmation by the Booking Agent is granted. Lessee agrees to arrange for all such deliveries in accordance with the availability of the rented room(s). No one at the Center is permitted to accept or is responsible for accepting, deliveries. Lessee is solely responsible for the safety, well-being, and condition of goods, décor, furniture, equipment, personal property, and other items that are delivered to the Center and expressly understands and agrees that other people and events may be present in the building at various times and that no one at the Center or in the building will be or is responsible for any aspect of delivered goods including but not limited to possible mistakes in, damage to or disappearance of such items.

Removals. Lessee understands and agrees that it is solely responsible for removing all décor, furniture, equipment, personal property, and other items that were not present in the rented venue when Lessee took control of it on the Date of the Event or during set up unless the Booking Agent has indicated in writing that such items can remain in the building overnight after the Date of the Event. All such items that are not removed from the Center and the building by the end of the Event will be disposed of or destroyed unless advance permission to do otherwise is granted in writing by the Booking Agent.

Clean-up. Unless waived in writing by the Booking Agent, Lessee agrees to have a thorough cleaning conducted within the specified times of the Event. The Center must be returned to the condition received prior to the Event. Trash receptacles at the Center are available for use during the Event; however, Lessee is responsible for additional receptacles if existing ones are not sufficient.

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Lessee Liability/Indemnification. Lessee agrees to be responsible for all physical damages, personal injuries, legal claims, loss of reputation, and/or lost business opportunities that may be incurred because of the Event and/or of actions by Lessee or by Lessee's associates, guests, invitees, contractors, or any other persons who enter the Center during the rental period, whether or not such persons did so with Lessee's knowledge or consent. Lessee agrees that it is fully responsible for the acts and conduct of its guests including all persons admitted to the premises or to any portion of the building during its temporary use of the Center. Lessee agrees to protect, indemnify, defend and hold harmless Lessor and the owner (MHI), its successors, assigns, agents, employees, and affiliates against all liability, loss, claims, suits, demands, damages, or expenses including without limitation reasonable attorneys' fees and court costs caused by, or relating in any way to, Lessee's Event, its use of the Water Oak Conference Center, its breach of the terms of this Agreement or negligent or wrongful acts by Lessee or others relating to the Event.

Food and Beverages. Lessee is free to use outside vendors to cater to any event schedule. Lessee is required to adhere to Exhibit C.

No Smoking. There is absolutely no smoking or vaping in the Center and its surrounds, Lessee agrees that it is solely responsible for damages including but not limited to burns, stains, and/or the eradication of odors that are caused by smoking or vaping including but not limited to the assessment of additional costs to remediate such damage.

Firearms/Weapons. Possession of firearms, weapons, or ordnance is prohibited in the Center and its surrounds unless possessed by a law enforcement officer (including a security officer who is hired for the Event) who is authorized to carry such weapons at the time of the Event.

Noise. Lessee agrees to seek prior written approval from the Booking Agent for music arrangements and noise levels, which must be contained within the Center and not audible in any common areas or adjoining units of the building. All entertainers (DJs, bands, or musicians) who are retained by Lessee must agree to abide by these restrictions and the terms of this Agreement.

No Assignment. Lessee understands and agrees that it shall not assign or sublet this Agreement or its right to temporarily occupy or use the Center or any portion thereof without prior written permission from the Booking Agent.

Cancellation. Lessee agrees that no refunds will be provided.

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Construction/Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court or tribunal of competent jurisdiction: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable laws; and, (ii) the remaining terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect. This Agreement shall not be subject to any rule of construction to the effect that ambiguities ought to be resolved against the drafting Party.

Force Majeure. Neither Party shall be considered in default in the performance of its obligations under this Agreement if its performance is prevented or delayed by any cause which is beyond its reasonable control, including but not limited to war, hostilities, revolution, civil commotion, terroristic threat, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

Governing Law/Arbitration/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to its conflict of law principles. All disputes related in any way to this Agreement or Lessee's use of the Center shall be resolved by binding arbitration. The arbitration panel shall consist of, and be selected as follows: one member to be selected by Lessee; one member to be selected by Booking Agent; and one impartial member to be designated jointly by Lessee and Booking Agent, but if no agreement can be reached for the neutral arbitrator, a panel of arbitrators shall be obtained from the American Arbitration Association and a selection made in accordance with its then existing Commercial Arbitration Rules, which shall be followed whether the arbitration is voluntary between the parties or by reason of inability to select the impartial arbitrator, but the arbitration will be administered by the neutral arbitrator and not by the American Arbitration Association. The exclusive venue for said arbitration will be Charlotte North Carolina, which Lessee and the Booking Agent agree is the most appropriate and convenient venue for the resolution of disputes related to this Agreement and the Center. In the event of a threat of irreparable and immediate harm, Lessee, the Booking Agent or the owner (MHI) may seek injunctive relief in the courts of Mecklenburg County, North Carolina, to which Lessee agrees and submits to personal jurisdiction over it.

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Entire Agreement. This Agreement constitutes the entire agreement between Lessee and the Booking Agent/Lessor with respect to the rental of room(s) at the Water Oak Conference Center and supersedes all prior agreements, written and oral, with respect thereto but not with respect to food, beverages or other services that the Booking Agent may supply to Lessee. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.

Lessee

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

Booking Agent/Lessor

Material Handling Industry (MHI)

By: _____

Date: _____

Exhibit A

Daily Room Rental Rates¹

Non -Members of MHI

Water Oak Conference Center

Room	Square feet	Weekdays M-F
Auditorium with Communal Room	2,649	\$1,800.00
Auditorium	1,849	\$1,200.00
Communal Room	800	\$ 600.00
Training Rooms 121 &122 <i>Combined</i>	1,639	\$1,400.00
Training Room 121	759	\$ 700.00
Training Room 122	880	\$ 700.00
Total Indoor Space	4,288	\$3,200.00
Veranda		\$ 200.00

Half-Day Reservation Rate

Option:

Half-day reservation rates per room apply to both Training Room 121 and Training Room 121: \$350.00 half-day reservation. (Morning and Afternoon reservation)

Room Rentals Include:

Full access to monitors, screens, and sound systems in the Auditorium and Training Rooms. Classroom-style tables and chairs in Training Rooms 121 and 122.

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¹ • If payment is made by credit card, a service fee of 4.5% will be added to the quoted Rates. All payments due at receipt of invoice to secure reservation

EXHIBIT B

Decorating Terms and Conditions

Water Oak Conference Center

The following governs decorating the Rented Room(s) and their surroundings:

1. No one at the Water Oak Conference Center is or will be responsible for setting up any décor, furniture, equipment, or the like including but not limited to stages, tables, chairs, couches, and the like from outside vendors or any other person.
2. Candles are permitted in the building but must remain in containers. Fireworks are strictly prohibited.
3. No rice, rose petals, birdseed, confetti, glitter, floating sky lanterns, fire pits, tiki torches, or sparklers are allowed in the Center or its surroundings.
4. Lights or other decorations may not be attached to the building or landscaping.
5. All decorations must be approved by the Booking Agent.
6. Only tables and chairs that are in the Lessee's rented room(s) at the outset of the rental period may be used for the Event. The Center's furniture, equipment, and décor shall not be modified without the prior written approval of the Booking Agent.
7. Lessee is responsible for all furniture, carpeting, fixtures, equipment, artwork, and the like that are present at the outset of the Event and is liable for their repair or replacement if missing or damaged at the end of the Event.
8. Lessee is not permitted to use staples, tacks, tape, command strips, glue or paint on the furniture, walls, floors, equipment, carpeting, or ceilings of the building. Furnishings at The Water Oak Conference Center are not to be used in designing or decorating the Lessee's event.

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EXHIBIT C
ALCOHOL POLICY
Water Oak Conference Center

Lessee is responsible for, and agrees to assume, any and all liability arising in any way from the consumption of alcoholic beverages or illegal narcotics that are consumed on the premises of the Center. No alcohol can be served unless food is provided. Beer, wine, and mixed drinks **MUST** be served by a qualified bartender. Servicing alcohol must cease 30 minutes before Lessee's tear-down time begins.

Specific behavior that will not be tolerated at the Center can include, but are not limited to, the following;

- Fighting
- Destruction of property
- Disrespectful conduct to other guests, vendors, or staff
- Allowing minor persons to consume alcohol
- Possession and/or consumption of a personal supply of alcohol including consumption in private vehicles in parking areas near the Center.
- Consumption of alcohol not served by a qualified bartender

In Lessor's sole discretion, the following rights are reserved and are agreed to by Lessee:

- Eviction of any person engaging in unacceptable activities outlined above or not complying with instructions from Lessor's staff.
- Closing the bar and removing all alcoholic beverages from The Center.
- Withholding Lessee's Security Deposit.

Lessee agrees that all Laws and Ordinances of Mecklenburg County, North Carolina, and the United States must be adhered to at all times.

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