



The Roosevelt Room at 1907 Venue Rental Agreement

103 W. Main Street Morristown, TN 37814

Phone: 423.616.0030

Email: rooseveltroom@1907brewingcompany.com

This contract defines the terms and conditions under which The Roosevelt Room at 1907, (hereinafter referred to as The Roosevelt Room), and _____ (hereafter referred to as the Customer) agree to the Customer's use of The Roosevelt Room facilities on _____ (reception/event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Grape Escape LLC and the Customer.

Customer Information Customer Name(s):

Address:

Telephone #: (H) _____ (W) _____ (C) _____

Email Address: _____

Contact Person Name: _____

Phone: _____ Proposed Event: _____

Approximate Number of Guests: _____ Type of Event: _____

Date of Event: _____ Time of Event: _____

Selection You have selected the following floor(s) for your event at The Roosevelt Room:

_____ 2nd Floor

_____ 3rd Floor

The venue/s described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize.

It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or subcontractors resulting from your use of this venue.

Rental Deposit and Payment Agreement

The total cost for use of The Roosevelt Room and its facilities described in this contract is listed above. To reserve services on the date/s requested, The Roosevelt Room requires this contract be signed by Customer and an initial deposit of 30% of total rental fee be deposited at the time of this agreement.

Payment of the remaining balance of the rental fee is due thirty (30) days in advance of the event. Deposits and payments will be made by personal check (made payable to The Roosevelt Room at 1907) or online via the link in the customer invoice on the schedule noted below. A receipt from The Roosevelt Room will be provided for each.

Scheduled Payment Amount Date Due:

Initial Rental Deposit (With Signed Contract) _____ Date: _____

Remaining Balance _____ Date: _____

All checks should be made payable to: The Roosevelt Room at 1907

Please return signed rental agreement, all attachments and initial deposit to:

The Roosevelt Room P.O. Box 1356 Morristown, TN 37816 or return via email to rooseveltrroom@1907brewingcompany.com and pay online via the link available in your emailed invoice.

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.

Date Changes and Cancellation Policy

1. Changes: In the unlikely event the Customer is required to change the date of the event or Wedding, every effort will be made by The Roosevelt Room to transfer reservations to support the new date. The Customer 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 are the sole responsibility of the Customer. The Customer further understands that last-minute changes can impact the quality of the event and that The Roosevelt Room is not responsible for these compromises in quality.

2. Cancellation: In the event the customer cancels the event, the customer shall notify The Roosevelt Room immediately in writing or by email. Once cancelled, the Customer shall be responsible for the agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.

A. In the event Customer cancels the event more than thirty (30) days prior to the event, Customer shall forfeit to The Roosevelt Room as liquidated damages one-half (1/2) of deposit.

B. In the event customer cancels the event less than thirty (30) days prior to the event, Customer shall forfeit to The Roosevelt Room as liquidated damages the entire deposit.

C. In the event Customer cancels the event less than six (6) months but more than three (3) months prior to the event, Customer shall forfeit to The Roosevelt Room as liquidated damages fifty percent (50 %) of the rental fee.

CONDITIONS OF USE

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas below the Rental Space. This includes but is not limited to making any noise at a level that is not reasonable under the circumstances.

Smoking is not permitted anywhere in the buildings.

The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property, or placed in a dumpster provided on site at the conclusion of the event.

EVENT SET-UP LIMITATIONS

1. All property belonging to the Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.

2. Rental items must be scheduled for pick-up no later than _____

Contact Information for sub-contractors must be provided to The Roosevelt Room via email no less than ten (10) days prior to the event. email: rooseveltroom@1907brewingcompany.com

3. Alcohol service must stop no later than 11:00 PM (or maximum of 5 hours if occurring sooner).

4. Music (DJ or live music) must stop no later than 11:00 PM

5. All guests must be off The Roosevelt Room premises no later than _____ the day of the event (except clean-up crew, with all clean-up to be done by _____).

SITE VENDORS

Caterers: The Roosevelt Room has a list of trusted caterers to choose from. Each one of these trusted caterers carries The Roosevelt Room required liability insurance.

1. If Customer requests a different food service company, they must meet the rules and regulations set by The Roosevelt Room.

2. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.

3. A 20% service fee will be applied to the total cost of the rental fee of items, such as tables, chairs, and table/chair covers if you wish to have a staff representative of The Roosevelt Room assist in the coordination of procurement, set-up, and break-down of these items. If the customer chooses to

coordinate the rental of tables, chairs, and coverings, there will be a \$50 fee if the break down and pick up of rented occurs outside of regular business hours for 1907 Brewing Company, due to additional staffing requirements. Initial _____

4. All event trash must be disposed of in the designated areas at the conclusion of the event.

5. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

WEDDING CEREMONIES

The customer is responsible for providing ceremony coordinator, officiate, ceremony music and sound system.

RESPONSIBILITY AND SECURITY

The Roosevelt Room does not accept any responsibility for damage to or loss of any articles or property left at The Roosevelt Room prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to The Roosevelt Room Complex by the Customer(s), his guests, invitees, employees or other agents under the Customer(s) control. Further, The Roosevelt Room shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against The Roosevelt Room for any such loss, damage, or injury of claims and demands against The Roosevelt Room for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold The Roosevelt Room free and harmless from all liability of any such loss, damage or injury to persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by The Roosevelt Room is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of The Roosevelt Room. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to The Roosevelt Room will be returned to Customer within thirty (30) days or The Roosevelt Room will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY

Customer agrees to indemnify and hold harmless The Roosevelt Room, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

SEVERABILITY

If any provisions 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.

INSURANCE

The Roosevelt Room shall carry liability and other insurance in such dollar amount as deemed necessary by The Roosevelt Room to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify The Roosevelt Room which shall be named as an additional insured for the duration of this Contract.

CLEAN-UP

The customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to the customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by The Roosevelt Room at The Roosevelt Room cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. The Roosevelt Room is not responsible for any property left behind by the customer, customer's guests, invitees, agents and sub-contractors. The Customer is responsible for any and all damages to The Roosevelt Room Venues and surround site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

RESERVATION OF RIGHTS

The Roosevelt Room reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of The Roosevelt Room as set-forth in this Agreement are in addition to any rights or remedies which may be available to The Roosevelt Room at law or equity.

JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of Tennessee. The Parties consent to the exclusive jurisdiction of the venue in Hamblen County, Morristown, Tennessee. The customer agrees to pay reasonable attorney's fees incurred by The Roosevelt Room associated with any breach of this Agreement.

ALCOHOLIC BEVERAGES

1. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.

2. Customer hereby agrees to use their best efforts to insure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.

3. Customer hereby expressly grants to The Roosevelt Room, at The Roosevelt Room’s sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of The Roosevelt Room representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.

4. The customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer’s function or event. Includes Amenities Tables and chairs, bartenders and security persons are provided as part of The Roosevelt Room rental agreement, unless noted otherwise.

Additional Notes

RESERVATION PROCESS

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of a The Roosevelt Room Venue. The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer: _____

Signature: _____

Date: _____

The Roosevelt Room at 1907 Representative: _____

The Roosevelt Room RULES AND CONTIONS FOR USAGE (Alphabetized)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See www.candleimpressions.net – the candles light automatically at the time set and run for 100 hours on a small battery).

CHILDREN: Children under the age of 18 are your complete responsibility. Please know where your children are at all times.

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

COURTESY PROTOCOL: The Roosevelt Room reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES / DELIVERY TRUCKS: We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: Decorations, signage, electrical configurations or construction must be pre-approved by The Roosevelt Room. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer(s) and the venue. Note – The only adhesive material allowed on the walls is drafting (aka painter’s tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location. Note – The use of birdseed is permitted only outside for wedding and reception farewells. Rice, confetti, flower petals, balloons, glitter fog machines, pyrotechnics, sparklers and blowing bubbles are not permitted inside or outside the facilities. **ALL DECORATIONS MUST BE APPROVED BY THE ROOSEVELT ROOM.**

EVENT ENDING TIME: All events must end by 11:00 PM in order to allow for clean-up and closure of the site by 12:00 AM. Initial Here _____

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into The Roosevelt Room/1907 Brewing Company trash cans located on Peavine Alley.

HANDICAP ACCOMMODATIONS: We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities.

MUSIC AND ENTERTAINMENT: Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Roosevelt Room event coordinator will help to establish acceptable sound levels. The Roosevelt Room reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

PETS: Sorry, absolutely no pets allowed. However, a family pet actually involved in an event will be considered.

PHOTOGRAPHY: We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception photograph sessions. All times for utilization of different areas at The Roosevelt Room will be coordinated with the schedule for each venue’s Customer. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

Initial _____

REFRIGERATOR / FREEZER SPACE: The venue has, at a minimum, a standard residential refrigerator for that venue’s use. Each floor of the venue is also provided with a minimum of one chest cooler at the Bar Serving Area. The venue has a commercial ice maker on site (2nd floor). Caterers are expected to make their own food/beverage accommodations.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by The Roosevelt Room. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by The Roosevelt Room planning staff.

SIGNAGE: You may post your group's sign or hang balloons at the front entrance on W. Main Street, but please do NOT attach anything to or cover up our entrance sign.

SMOKING: The Roosevelt Room is a non-smoking facility. Smoking is only permitted in outside the alley door and/or outside the patio area in the front of the building. Initial _____

SECURITY: A representative of The Roosevelt Room has full access to be present at any time for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions). This is non-negotiable.

CATERING: The catering service areas in each of the venues are not intended to be used as a kitchen for meal preparation.

WEDDING POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at The Roosevelt Room. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Customer Signature:
