

Smith Event Centers

1410 Tuckaleechee Pike, Maryville, TN. 37803

865-980-8989

Full Name 1: _____

Full Name 2: _____

RESERVATION AND RENTAL TERMS AND CONDITIONS

Event Date: _____

Type: _____

Start time: _____ Stop Time: _____

Facility: _____

This Agreement made and executed this _____ day of _____, _____ by and between; Smith Event Centers herein, "SEC", which includes, but not limited to, officers, managers, and representatives of SEC and _____, herein, "Tenant", which includes, but not limited to, representatives, vendors, family members, and guests. By executing this agreement, the tenant attests that they are eighteen (18) years of age or older and they have a valid credit card and understand that this agreement is not transferable for any reason. Additionally, the terms are severable and do not render the agreement void if one or more articles are violated or an addendum is signed by SEC and the Tenant. The fees outlined in the associated invoice **shall only be guaranteed at the time of executing this agreement** and the rates at the time of subsequent modifications shall prevail. SEC agrees to provide the Tenant with the rental date and time at the facility listed above along with the services outlined on the invoice.

ARTICLE 1: A reservation deposit that is outlined on the invoice may be required at the time of signing this agreement to reserve the event date herein, "deposit". **The deposit shall not be applied toward the agreement balance** outlined on the invoice. The tenant may pay with cash; money order; personal check; or credit card. The **tenant shall make the following minimum payments** herein, "Payment" or "Payments", in order to maintain the reservation of this agreement and **failure to do so shall void this agreement WITHOUT ANY refunds** to the tenant.

Payment 1: \$ _____

Payment 2: \$ _____

Payment 3: \$ _____

Due: _____

Due: _____

Due: _____

ARTICLE 2: If a deposit was required; it shall be refunded provided the damage inspection by SEC is satisfactory AND provisions in Article 5, or Article 6 do not revoke the deposit refund. Excessive trash and littering of the property can void a refund.

ARTICLE 3: A failed payment that is not corrected within forty-eight (48) hours shall result in a **CANCELED** reservation and **NO REFUNDS** of any payments or deposits made regardless of the timeframe when the failed payment occurred.

ARTICLE 4: The Tenant shall be responsible for the rescheduling fee at the time of signing the Reschedule Addendum and the fee at the time of the request shall prevail. The rescheduling fee is separate and apart from the event balance due in the original agreement and is non-refundable.

ARTICLE 5: The tenant may cancel at any time for any reason and the outstanding balance shall be excused. **NO REFUNDS** of any kind, payments or deposit, shall be made for any cancellation **less than one hundred and eighty (180) days prior to the event.** **ONE-HALF of posted payments** may be refunded for any cancellation **more than one hundred and eighty (180) days prior to the event.** A full refund of the balance to include deposit shall be made if SEC must cancel the reservation due to the destruction of SEC facilities **PRIOR** to the date of the event and an alternate facility of comparable value cannot be scheduled or the event cannot be rescheduled, without a Rescheduling fee, at a SEC facility.

ARTICLE 6: The **Tenant to include vendors** shall not use the SEC property except during the rental period provided that Article 1 of this agreement is satisfied. The **Tenant** may purchase additional hours, if available, for setup; clean-up; rehearsals; and similar at a rate outlined in the invoice. The **Tenant to include VENDORS shall accomplish clean-up and fully vacate** SEC property **prior to**

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end of the rental period along with the removal of personal property to include, but not limited to, vehicles; food items; rental equipment; and animal excrement. NO rental period shall exceed midnight and the tenant shall be responsible for the following if the rental period is exceeded: 1) incur a fee at the posted rate at the time of the event for each hour exceeded; 2) forfeiture of the deposit; and 3) responsible for any City of Maryville fines for violating the midnight ordinance.

ARTICLE 7: NOTICE OF ADDITIONAL FEES. There will be a fee of five hundred (\$500) dollars for a guest count that exceeds one hundred and fifty (150). There will be a fee of two hundred and ninety-five (\$295) dollars for kitchen usage by anyone other than a licensed caterer.

ARTICLE 8: NOTICE OF NOISE ORDINANCE. All music shall cease at 11:00 pm.

ARTICLE 9: The SEC staff shall not 1) provide, handle, serve, or dispose of, to include, but not limited to, food and alcohol; 2) coordinate or direct ceremonies, receptions, rehearsals, business meetings, parties, or similar; 3) unload or load personal property; 4) troubleshoot personal equipment such as laptops, music players, and similar to include, but not limited to cables, adapters, and plugs; 5) place or remove decorations for the event; 6) relinquish keys to any facility; and 7) monitor children's behavior.

ARTICLE 10: SEC Staff shall set-up SEC tables and chairs from 8:00 am to 10:00 am ONLY on the day of the event. The tenant shall be responsible for rearranging SEC tables and chairs outside these hours and SEC tables shall not be moved to the lawn. Externally supplied tables may be moved to the lawn provided the vendor has no restrictions. SEC facility furniture and equipment shall not be moved or rearranged from its current location.

ARTICLE 11: Alteration of SEC property to include, but is not limited to, building; lawn; mulch; landscaping; trees; and parking lot is not permitted in any way to include, but is not limited to, dumping of straw; dirt; rocks; sand; silly string; and any other materials on the grounds along with taping; tacking; screwing; and nailing to any SEC property surface. The tenant is fully responsible for all damages to SEC property if such occurs during the rental period by the tenant. SEC shall have the damage assessed and repaired promptly. The tenant shall have seven (7) days to remit the costs for the damage.

ARTICLE 12: Alcohol is permitted for events with the following conditions: 1) SEC Management reserves the right to inspect and control private functions to include contacting authorities for unruly conduct; 2) Consumption SHALL END one (1) hour prior to the end of the rental period; 3) Tenant SHALL NOT serve or allow consumption by minors; and 4) Tenant SHALL be fully responsible for the personal conduct, safety and welfare of all guests and representatives of Tenant and SEC SHALL NOT be held liable for any personal injuries that may occur. SEC staff shall not provide, handle, serve or dispose of alcohol. A licensed/permitted and insured bartender IS REQUIRED AND SEC must receive a copy of the service provider's business license, the applicable TABC permit or liquor-by-the-drink license, and proof of insurance PRIOR to the Event. Further, the licensed/permitted bartender shall serve all alcohol to Tenant's guests unless other exception is granted by SEC. "Cash bars" by the Tenant and "Bring Your Own Bottle" by the Tenant and/or Tenant's guests are not allowed for any Event at SEC venues.

ARTICLE 13: Illegal use of drugs; weapons; and hazardous materials of any kind to include, but not limited to, marijuana; cocaine; narcotics; paints; solvents; guns; knives; and fireworks shall not be permitted on SEC property and authorities shall be contacted for any suspicion of such activity. Sparklers are permitted provided water buckets are used for proper disposal after usage.

ARTICLE 14: Tobacco use (smoke and smokeless) shall not be permitted on SEC property EXCEPT in the designated tobacco usage area.

ARTICLE 15: Animals (except for service animals) are not permitted on SEC property unless authorized by SEC management.

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ARTICLE 16: Fire pits and fires are not permitted on SEC property except in **designated fireplaces**.

ARTICLE 17: Vehicles to include, but is not limited to, cars; trucks; motorcycles; scooters; are not permitted to be driven or parked anywhere on SEC property **EXCEPT** in the designated parking lot or in the location designated by SEC Staff.

ARTICLE 18: Tenant shall supervise, at all times, any group that may consist of individuals under the age of eighteen (18) years of age. Tenant **SHALL NOT** allow children to play in the water features and fountains located at any SEC Facility.

ARTICLE 19: Candles are permitted for use provided that each candle is used in a holder, lantern, or container design to catch the drippings.

ARTICLE 20: Loose flower petals for ceremony processions and table arrangements are permitted as follows: 1) OUTDOOR Facilities and spaces – real flowers only; 2) INDOOR facilities and spaces – real or artificial flowers.

ARTICLE 21: SEC and its staff shall not be responsible for any damages or losses of any personal property, to include, but not limited to, vehicles, brought or left on SEC property by the tenant.

ARTICLE 22: SEC shall not be responsible for any event interruptions and resulting damages for any reason to include, but not limited to, inclement weather; acts of God to include pandemics; sounds/noises from neighboring areas; delayed flights; road closures; or technical or human errors that may occur on the scheduled day of the event and shall not refund any fees due to such situations.

ARTICLE 23: If this agreement is for an OUTDOOR facility; SEC offers a **non-refundable** weather protection option that is subject to availability if not purchased at the signing of this agreement. It allows for four (4) hours at an indoor facility for the ceremony. Tenant shall provide notice and payment for these options no later than forty-eight (48) hours to the event date and SEC reserves the right to reject such request for any reason.

ARTICLE 24: The covered area of any OUTDOOR facility shall not be used for the following: 1) flying balloons; 2) playing with balls of any kind; 3) playing with Frisbees; and 4) playing with or using of any other recreational equipment to include but not limited to skateboards; roller skates; and rollerblades. The INDOOR facility common areas to include, but not limited to, kitchen, foyer, courtyards, and front porch shall not have any decorations unless the Tenant has rented the entire facility. Flying sky lanterns are prohibited on all properties.

ARTICLE 25: Tenant gives SEC permission, in conjunction with any photographs taken of tenant and/or tenant's guests at this event, the right to use and reuse the photographs for the purpose, but not limited to, promotional; advertising; and other trade purposes with the understanding that they shall not receive any monetary consideration for SEC's use of these photographs and hereby release SEC from any and all claims, actions, and demands arising out of or in conjunction with the use of said photographs.

ARTICLE 26: SEC reserves the right to repair; replace; upgrade; enhance; and alter SEC property to include, but not limited to, facility structure; kitchen; audio booth; rest rooms; bridal lounge; groomsmen room; lawn; shrubs; trees; and parking lot between the time of this agreement and the planned event. **SEC also reserves the right modify fees and fees not specifically covered under this agreement shall be subject to the fees at the time any addendum is signed by SEC and the tenant.**

ARTICLE 27: Tenant agrees that all dispute resolution of this agreement, if needed, shall be in accordance with the State of Tennessee law and that jurisdiction shall be maintained in Blount County, Tennessee, or Eastern District of Tennessee for federal

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purposes. Tenant further agrees to be responsible for actual attorney's fees, collection fees, and other actual expenses by SEC to resolve a dispute. Tenant shall comply with all fire and safety laws by ensuring that exits are unobstructed and adhere to the following Fire Marshall Maximum Capacity rating for the appropriate facility used: 1) Smithview Pavilion: 250; 2) Life Event Center: 120; and 3) Hampton Hall: 65.

ARTICLE 28: Tenant hereby releases and agrees to indemnify, defend and hold harmless SEC, its parent companies, subsidiaries, affiliates and each of their employees, agents, and assigns, from and against any and all losses, claims, causes of action, liability and damages, including, without limitation, those brought by third parties, that, in whole or in part, arise out of or in connection with Tenant's use or occupancy of SEC's property in any manner including, but not limited to, those that arise as a result of Tenant's negligence or willful misconduct."

I received a copy and read the terms and conditions for renting a SEC facility. I agree that no other terms and conditions were discussed in the reservation of the event date, time, and facility noted above and subsequent rental of said facility on the prescribed date and time and **further agree that the date, time, and facility noted above are correct** and shall abide by the terms and conditions of this agreement.

Tenant signature/date

SEC signature/date