



**The Gathering at Milton
Rental Agreement**

The Gathering at Milton and _____ (Renter) hereby agree to the following terms for the rental of The Gathering at Milton.

This Rental Agreement regards to use of the property provided by The Gathering at Milton which is as an event venue. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Property Rental. The Gathering at Milton hereby grants to _____ limited and revocable license (License) to use the property located at 12026 Milton Street Milton, TN 37118 (Property). The License permits Renter to use the Property only on the Event Date(s), during the hours specified below, and only for the purposes set forth in this Rental Agreement.

- 1. **Property.** THE GATHERING AT MILTON agrees to provide Renter with access to Property with tables, restrooms, chairs, adjoining lot and parking lot for the duration of this rental, on the dates and times as specified in #3.
- 2. **Staff.** THE GATHERING AT MILTON will not staff the event but will be on call at this phone number: _____.
- 3. **Dates, Times, and Purpose.** Renter will have use of the Property during the times and for the purpose as listed below.

Event Date: _____ **Event Time: (start-finish)** _____

Setup Time: _____ **Setup Time:** _____

Must be broken down by: _____

For the following purpose: _____

4. **Property Condition and Damage.** Renter agrees to at all times keep all areas of the space clean and the passageways clear and accessible. Any damage to Property made by organizers or guests regardless of cause that takes place during installation, breakdown or event itself, beyond normal 'wear and tear' ('wear and tear' meaning scuff marks on walls, toilet overflows, etc.) becomes responsibility of the Renter. Renter agrees to properly dispose of all food, trash and garbage at the close of rental.

5. **Indemnification.** I do hereby release The Gathering at Milton and Phillip and Alanna Vaught, from any and all damages, injuries or liabilities related to this event, occurring at or resulting from participation in the setup, event itself, or breakdown of event at The Gathering at Milton. I hereby indemnify and hold harmless The Gathering at Milton and Phillip and Alanna Vaught, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage or loss to any property or any injury or death caused to any person while on the Property, (interior, sidewalk or parking lot), regardless of the cause, including any acts or omissions on the part of Renter, independent contractors, performers, guests, invitees, or other agents.



Renter shall immediately notify The Gathering at Milton of any damage or injury of which they have knowledge in, to, or near the Property, regardless of the cause of such damage or injury. The Gathering at Milton is not responsible for any damages or loss of property or equipment of renter, performer, or event guests, arising from any cause while on our property.

6. Food and Alcohol. The Renter agrees to provide any equipment not already available at the Property such as beverages, food, serving dishes, utensils, ice, coolers, etc.

Wine and beer may be served to guests of legal age, 21 or older, by permitted servers only. Alcohol may not be consumed by minors on the Property. Renter is responsible for compliance with all state and local laws regarding serving alcohol. This includes obtaining licenses and server permits, or hiring caterers or other businesses who hold proper licenses and permits.

I hereby indemnify and hold harmless The Gathering at Milton and Phillip and Alanna Vaught, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage or loss to any property or any injury or death caused to any person as a result of consuming alcohol on the Property, including incidents that occur after guests leave the Property. Renter is encouraged to obtain alcohol liability insurance from their insurance provider of choice.

7. Access. Performers, organizers, or guests of the event are not to use or enter any of the building's spaces other than those specified in this agreement.

8. Setup and Tear Down. Renter has permission to setup on the day and time specified in #3. Renter agrees to remove and properly dispose of all sets, trash, and materials brought into the facilities at Property, unless they receive specific permission from The Gathering at Milton to leave certain materials behind. (when a cleaning fee is paid, TGM will dispose of trash. Trash must be put in provided garbage cans)

9. Insurance. The Gathering at Milton does not provide insurance. Renter understands and agrees that The Gathering at Milton is not responsible for replacing or repairing Renter's property or recovering losses in any form due to any damages or loss while on our Property, including parking lot, sidewalk and interior of space.

10. Publicity Materials. Renter must provide The Gathering at Milton with 4-6 digital images or videos of your event.

11. Fee. The fee for rental of the Property for the event during the times specified in #3 is _____ of this fee is a nonrefundable deposit.

12. Venue Capacity. Property capacity is 99 occupants.

13. Event Cancellation. The Gathering at Milton reserves the right to shut down Renter's event at any time for reasons including, but not limited to, the following: extreme and uncontrolled volume; instances of illegal alcohol, drug use or smoking on the premises; security issues. In the event of a cancellation by The Gathering at Milton, Renter still owes all fees under this Rental Agreement.



Renter has no right to cancel for any reason. In the event of a cancellation by Renter, Renter forfeits all deposits and fees paid to The Gathering at Milton.

The ability to execute this Agreement by either party is subject to the Acts of God, including but not limited to hurricanes, flooding, earthquakes, fires, power outages, etc, as well as any government intervention, staff disputes and strikes, civil disorders, terrorism, or other emergencies. Should the event be canceled through a Force Majeure event, all fees paid by Renter to The Gathering at Milton will be returned to Renter within thirty (30) days.

14. Applicable Law. Renter and Renter's guests agrees to comply with the laws and regulations of the State of Tennessee and Rutherford County while on the Property. This Rental Agreement shall be interpreted and enforced with the laws of the State of Tennessee.

15. Severability. If any provision of this Rental 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 Rental 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.

The Gathering at Milton and Renter hereby agree to these terms:

The Gathering at Milton:

Renter:

Print Name

Print Name

Sign Name

Sign Name

Date

Date

Address

Email

Phone Number