



Smith Investments

dba Commodore Villages Apartments & Townhomes

4486 Babe Howard Blvd.

Millington, TN 38053

Phone (901) 872-7113 Fax (901) 872-8211

*Mailing Address: P.O. Box 284, Millington, TN 38083-0284

www.smithinvest.com

Date: _____

This is an agreement between Lessor

Smith Investments

4486 Babe Howard Blvd.

Mailing Address: P.O. Box 284

Millington, TN 38053-0284

And - Name: _____

Address: _____

Phone: Home- _____ Work- _____ Cell- _____

also known as lessee

Event Date: _____ Event Time: _____ to _____

Type of Event: _____ Number of people expected to attend: _____

Catering company: _____

Caterers address & phone number: _____

Deposit: \$ _____

Lessee will rent Commodore's Banquet facility

Banquet Room Rental fee: _____

Additional fees/costs: _____, for the following items _____

Tax: _____

Total fees: _____

Lessee is responsible for the actions of his/her guests and agrees to hold harmless Smith Investments, it's owner agents and employees from any injuries to Lessee or his/her guests that may occur on or about the property during event setup, event and/or breakdown of event. Lesse is responsible for any property damage or extra clean up required beyond the initial deposited amount.

LESSEE

LESSOR/AGENT

LESSEE



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This License Agreement ("Agreement") is entered into _____ / _____ of _____ between Smith Investments dba Commodore Villages ("Licensor") and _____ ("Licensee"). As a party to this agreement, Licensee agrees to the following.

1. **EVENT DATE & TIME:** Licensee shall have the right to use the Community Room ("Room") on _____ between the hours of _____ & _____.
2. **USE OF ROOM:** Licensee shall use the Room for the purpose of _____.
3. **Morality Clause:** Licensee agrees that the Room shall not be used for any purpose that violates the standard of this Community, including but not limited to, events that feature adult or exotic entertainment.
4. **USE FEE (Non Refundable):** Licensee agrees to pay Licensor the amount of \$ _____ for use of the Room. Set-up fees or other fees may apply upon agreement of both parties. Other Fees \$ _____.
5. **CLEANING/DAMAGE DEPOSIT ("Deposit"):** Licensee agrees to pay Licensor a refundable Deposit in the amount of \$ _____. Licensee shall clean the Room immediately after its use by the Licensee and restore it to the condition it was in prior to that use. Licensee agrees to waive its right to the return of the Deposit and to allow the Deposit to be applied to the cost of cleaning the Room if, in Licensor's sole opinion, the Room has not been restored to the condition it was in prior to Licensee's use. Furthermore, if the funds of the Deposit are insufficient to restore the Room to the state it was in immediately prior to Licensee's use, Licensee shall pay to Licensor all expenses associated therewith that are not covered by the Deposit within five (5) days of receipt of written invoice from Licensor. Remaining deposit funds will be returned within five (5) business days of event.
6. **INDEMNIFICATION:** Licensee releases Licensor from any and all liability for any damage, theft, loss or other injury to the personal property or person of the Licensee, its employees, assigns, guests, invites or patrons that results from any cause whatsoever. Licensee agrees to indemnify, defend and hold harmless Licensor from any and all damages, liens, judgements, claims, encumbrances, actions, injury, and expenses, including but not limited to, reasonable attorney's fees resulting from or arising in connection with Licensee's use of the Room and/or any act or omission of Licensee, its employees, agents, guests, invites, or patrons.
7. **INSURANCE REQUIREMENT:** If Licensee is a business group, Licensee agrees that, prior to using the Room, it shall obtain general commercial liability insurance for the Event Date in the amount of \$500,000 (5 Hundred Thousand Dollars) from an insurer and list the Licensee as an additional insured on the policy. If the Licensee is an individual, Licensee agrees that prior to using the Room he/she shall provide proof of renter's or homeowners insurance with a liability coverage in excess of \$500,000 (5 Hundred Thousand Dollars).
8. **SECURITY SERVICES:** Licensor does not supply security services for any event held in the Room, but Licensor does retain the right at its sole discretion to hire a security service. Licensee is responsible for all costs for such security services. Security service costs must be paid prior to use of the Room.
9. **PERMITS:** Prior to using the Room Licensee agrees to obtain any and all permits required by law to hold its event in the Room, to bear the entire costs of obtaining such permits, and to produce such permits upon Licensor's request.
10. **COMPLIANCE WITH COMMUNITY RULES:** Licensee shall not disrupt the operation of the Community and shall comply with all rules set forth in Exhibit A attached to this agreement.
11. **LIABILITY FOR ALCOHOL SERVED:** Licensee agrees to take responsibility for all accidents, injuries, lawsuits, or claims arising from the serving and consumption of alcohol during the event. Licensee agrees that Licensor has no control or responsibility over the serving and/or consumption of alcohol at the event. Furthermore Licensee agrees that it shall not charge money for any alcohol served at the event.
12. **FURNITURE APPROVAL:** Licensee may bring its own furniture to the Room, but must seek the Licensor's prior approval as to the time and manner that it shall bring in and remove said furniture.
13. **TERMINATION WITH PRIOR NOTICE:** Licensee agrees that Licensor may with a 48 hour prior notice terminate this Agreement. In such circumstance, the Licensee shall be entitled to have both the USE FEE and CLEANING/DAMAGE DEPOSIT returned to it within five days of the termination of this Agreement.
14. **TERMINATION FOR VIOLATIONS:** Licensee agrees that Licensor may terminate this Agreement without prior notice during the time Licensee is using the Room if Licensee violates any of the provisions of this Agreement or attempts to use the Room for a purpose other than that stated in paragraph 2 above. In such circumstance, Licensee agrees that it shall forfeit both the Deposit and the USE FEE, even if the Licensee has not used the Room for the entire length of time permitted in paragraph 2 above.

Licensor's/Agent Signature _____ Date _____

Licensee's Signature _____ Date _____

Licensee's Signature _____ Date _____