



This Special Event Studio Rental Agreement (this "Agreement") is made effective as of this _____ (date), by and between City Blossoms, Inc. ("City Blossoms"), a non-profit organization registered and organized under the laws of the District of Columbia, and _____ ("Renter").

PURPOSE OF THE AGREEMENT:

City Blossoms is willing to allow Renter to use, and Renter desires to use the City Blossoms Studio and Garden ("The Studio") for the purposes of an _____ ("Event") on _____ ("Date"), from __ to __ ("Event Hours") at 516 Kennedy Street, NW Washington, D.C., 20011 for a maximum of _____ guests at a rate of _____.

2. TERMS OF THE AGREEMENT:

- A. All time spent at The Studio by the Renter must concur with the dates and times as set forth in Section 1. Any additional time must be scheduled with City Blossoms and mutually agreed to in writing by City Blossoms in advance of the Event.
- B. Use of The Studio by Renter other than during Event Hours as set for in Section 1, or as otherwise permitted by City Blossoms for preparation of the Event, and set forth in writing, is strictly prohibited.

3. PAYMENT:

In order for an Event to be guaranteed, City Blossoms must receive 30 percent (30%) of the rental fee, which for this Event totals _____ at the time this Agreement is entered into. The remainder of any rental fee must be received by City Blossoms the day of the Event, prior to the start of the Event.

4. RENTER RESPONSIBILITIES FOR THE EVENT:

The Host agrees to abide by the additional terms below:

PERMITTED TIMES FOR EVENTS: Official event hours are from _____ to _____. Renter and Renter staff will have access to the space [X_] hours prior to the event for set up, and [X_] hours post event for clean-up. If Renter desires to extend the time of the Event, City Blossoms must be notified and approve of extension, which will result in a charge to the Renter of \$200 per additional hour if within event hours listed in Exhibit B.

SPACE: City Blossoms will provide the Renter with exclusive use of The Studio for its guests ("Renter Space"). Renter Space includes use of the enclosed backyard Demonstration Garden, Community Room, and Bathroom, as well as the use of the Kitchenette as preparation space. At all times, guests are prohibited from entering or otherwise utilizing the office space (As noted in Exhibit A) and from harvesting vegetable production or flowers in planters.

- A. CATERING: Renter agrees and represents that it is solely responsible for arranging and securing full payment for catering. Specifically,
 - Renter must arrange with City Blossoms for arrival of catering staff.
 - Food and beverage brought in by the Renter must be pre-approved by City Blossoms.
 - Renter is responsible for the removal of all trash from the property.
 - If alcohol is being served, Renter must show proof of caterer’s alcohol license or ABRA temporary license.

B. Alcohol. Should Renter wish to serve alcohol at the Studio during the Event, Renter shall make arrangements to retain any and all permits and licenses required by applicable law, regulation or statute for servicing alcohol at the Studio. Upon the Renter’s request for the same, City Blossoms shall furnish any required information so as to facilitate the issuance of the required permits and licenses.

C. AUDIO AND VISUAL: Renter shall provide all audio and visual equipment (at its own cost), provided, however, that City Blossoms provide written approval of the use of such equipment.

D. DÉCOR: Event décor shall be approved by City Blossoms and provided at the sole expense of Renter. Open flames and smoking are prohibited. All décor and decorations must be removed at the end of the Event. No glitter, rice, confetti.

E. ENTERTAINMENT: All entertainment shall be provided by the Renter at its sole expense.

F. STAFFING: Both City Blossoms and the Renter will assign a staff lead for purposes of the Event.

Responsibilities of Renter Staff

A detailed timeline for the Event must be provided to City Blossoms no later than five business days prior to the Event.

- Renter agrees to provide its staff for guest services related to the Event, including any guest check-in, ushering, passing microphones for Q&A, and other staffing that may be required to execute the Event. Renter’s staff must arrive at least one hour prior to the Event, and must stay until every guest invited by Renter has left The Studio.
- Renter’s staff shall prohibit entry to the Event by any person not invited by Renter.
- Renter’s staff shall prohibit entry to anyone in excess of the maximum number of guests.

Responsibilities of City Blossoms Staff

A City Blossoms staff member will be onsite for the duration of set up, the Event, and clean-up to oversee use of space and answer questions.

A City Blossoms staff member’s contact information will be provided prior to the Event. The identified staff member will be available to answer questions in regards to Event.

G. CLEAN UP: Clean-up is the responsibility of the Renter, including trash and recycling removal offsite.

H. DAMAGES: Damages to The Studio, including furnishings and equipment owned by City Blossoms, are the responsibility of the Renter.

City Blossoms Initials _____

Renter’s Initials: _____

I. PROPERTY OF RENTER: All property brought onto the Studio by the Renter is the responsibility of the Renter and is at the Renter’s sole risk. City Blossoms shall not be responsible for such property nor liable for any damages or injury to the Renter, its employees, agents, or its guests in connection with the loss or damage of such property.

5. CANCELLATION/DEFAULT: RENTER RESPONSIBILITIES FOR THE EVENT:

- A. City Blossoms reserves, at its sole discretion, the right to terminate this Agreement and the Event if the Renter terminates work on the Event or if Renter engages in any conduct prohibited by, or in breach of, this Agreement. In the event of cancellation, no damages, obligation or liability shall be due the Renter, and the Renter shall be responsible for notifying its invited guests, cancelling vendors, and providing proof of such notification and cancellation to City Blossoms.
- B. City Blossoms, if, by any reason of disaster or civil unrest, prevention by public authorities or any other reason beyond City Blossoms’ control, access to The Studio cannot be given shall send written notice to the Renter. In the event of such cancellation, neither party shall have any further obligations or liability to the other.
- C. Renter must provide a dated, written request for cancellation. Upon cancellation by Renter the following fee schedule will apply: 72 hours after signing contract: \$100 administration fee deducted. Due to staffing costs, and loss of goodwill, any cancellations made within 48 hours will result in City Blossoms not refunding the 30% of rental fee deposit.
- D. Inclement Weather: In the case of inclement weather, the Renter can arrange for a tent or the Event may be rescheduled, subject to availability. If arranging for a tent, such arrangements must be through one of our verified tent vendors (EXHIBIT D). In the case that the event must be rescheduled due to weather, Renter and City Blossoms will agree upon a mutually agreeable date if available.

6. INSURANCE:

Renter shall, at its own cost and expense, obtain and maintain comprehensive general liability insurance covering the period of its occupancy and use of the Studio for the Event. Such insurance shall be obtained from an insurance company legally licensed and authorized to transact business in the District of Columbia, with limits of not less than \$1,000,000. This liability policy shall name **City Blossoms** and **Saulve LLC** as an additional insured and Renter shall maintain said insurance through the term of the Agreement. Renter shall provide a Certificate of Insurance confirming issuance of a policy consistent with the specifications referenced above no later than five (5) days before the Event; failure to remit the Certificate of Insurance at the agreed upon time will cause this Agreement to be null and void. Waiver of subrogation shall be listed in favor of City Blossoms.

1. INDEMNIFICATION/LIABILITY:

In consideration of Hosting the Event, Renter agrees to hold harmless, release, reimburse, defend and indemnify City Blossoms, Saulve LLC, and their subsidiaries and affiliates, and their respective agents, employees, representatives, assignees, trustees, directors, officers, members and shareholders (each, a "Released Party") from any and all liabilities, claims, lawsuits, actions, costs, damages, or losses, including attorney fees, costs and expenses as a result of breach of this Agreement or for injury or death to persons or damage or theft to The Studio arising from Renter’s use of The Studio for the Event, including those injuries and damages caused by the Released Party's alleged or actual: (1) NEGLIGENCE or (2) BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. By execution of this Agreement, Renter agrees to indemnify each

City Blossoms Initials _____

Renter’s Initials: _____

Released Party for any injuries to Renter or to other person(s) or City Blossoms or Saulve LLC, that Renter may cause as a result of use of The Studio.

- A. Renter agrees that all claims for injury and/or death shall be governed by the District of Columbia law and exclusive jurisdiction shall be in the Superior Court. This Release provision shall be binding to the fullest extent permitted by law.
 - B. Renter is liable for all damage or defacement of the building or The Studio, including crop, and loss or damage to The Studio caused by Renter, including Renter’s guests. Renter agrees to assume full responsibility for the conduct and actions of guests, including guests' harms to individuals or damage of defacement of The Studio, and shall be liable for all damages by Renter’s guests. City Blossoms may apply the security deposit at its sole discretion to any costs incurred.
1. CONDITION OF PREMISES: Renter agrees it is hosting the Event at The Studio in “AS-IS, WHERE-IS” condition and shall not make any alterations whatsoever to The Studio.
 2. COMPLIANCE WITH APPLICABLE LAW. The Renter and all persons associated with the Renter in connection with the Event hereunder shall abide by, conform to, and comply with all applicable laws of the United States of America, the District of Columbia, and all applicable policies, rules and regulations of City Blossoms. The Renter shall not attempt to use any part of the Studio or the Garden for any use or proposed use which will be contrary to law or be otherwise improper or detrimental to the reputation of City Blossoms.
 3. ASSIGNABILITY: This Agreement is personal to the Renter and may not be sold, assigned, or otherwise transferred to any other party.
 4. MODIFICATION: This Agreement may not be modified except by mutual written agreement between City Blossoms and the Renter.
 5. NOTICE: Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by electronic mail, mail, postage prepaid, or overnight courier service, addressed as follows:

City Blossoms
Lauren Kruglinski
Director of Operations

Such addresses may be changed from time to time by either party by providing notice as set forth above.

City Blossoms Initials _____

Renter’s Initials: _____

- 1. ENTIRE AGREEMENT/AMENDMENT: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 2. SEVERABILITY: If any portion 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.
- 3. CUMULATIVE RIGHTS: The rights of the parties under this Agreement are cumulative and shall be construed as exclusive unless otherwise required by law.
- 4. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the District of Columbia.

Executed on this day_____.

City Blossoms:

Renter:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Blossoms Initials _____

Renter's Initials: _____

EXHIBIT A
Event Space and Capacity Maximums

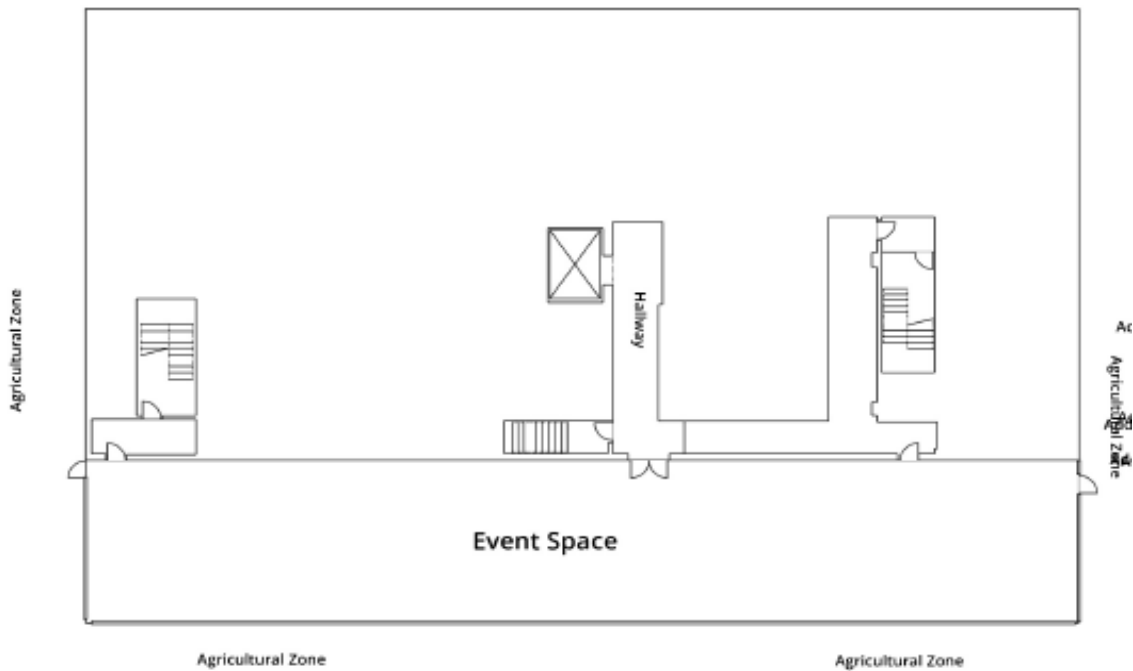
The City Blossoms Studio and Garden

The Community Room has four tables and 12 chairs.

- Seated Capacity for this room is 15 guests
- Standing Capacity for this room is 25 guests

The Garden has five 6” rectangular wood picnic tables that can be rearranged or removed as necessary. There are also twenty wood folding chairs available for use. Additional equipment will need to be rented and costs are borne by the Renter. Use of four car parking lot is available for storing picnic tables and parking Renters’ cars during event.

- Reception: up to 150 guests
- Seated meal using picnic tables: up to 50 guests (up to 80 total with additional seating and tables provided).



City Blossoms Initials _____

Renter's Initials: _____

EXHIBIT B

THE STUDIO CONDITIONS:

- A. The Studio is a smoke and drug free property, therefore smoking and drug use is strictly prohibited.
- B. The Studio cannot be used for the promotion of any individuals running for or currently in an elected position.
- C. Events open to the public or with an entrance fee must follow City Blossoms make their events available to all individuals without discriminate on the basis of race, ethnicity, religion, sex, sexual orientation or age.
- D. Events serving alcohol must follow all DC and federal laws pertaining to alcohol consumption.

DELIVERIES:

- A. All deliveries must be arranged with City Blossoms.
- B. Valets and other staff associated with events, including: cooks, caterers, and janitors, and the like, shall leave The Studio within two hours after the event concludes.
- C. Vendors used in connection with an event shall be instructed that idling in the neighborhood is strictly prohibited.
- D. Vendors will make every effort to protect The Studio at all times from any damage that might occur from a load in or load out occurrence. Examples of vendor efforts would include covering steps and floor surfaces, being aware of walls and door jambs, lifting heavy items as opposed to dragging or pushing them, etc.

EVENT HOURS: Events must conclude by 10pm. Clean up must conclude by 12am.

MUSIC: No amplified music is permitted past 10 PM.

SIGNS AND BANNERS: Signs or banners must be approved by City Blossoms.