

RENTAL AGREEMENT

THIS AGREEMENT is made this _____ by and between _____ (the "Renter"), and BVB Investments, LLC ("BVB").

BVB hereby rents to the Renter a portion of the property as described in the attached Exhibit A. located at 21 College Avenue, Waterville, Maine (hereinafter referred to as "the Premises" or the "Event Center").

1. **TERM OF RENTAL.** The rental term shall be from _____ on _____ until _____ on _____, and includes set up and clean-up time. Renter, all guests and invitees, and all vendors and other parties providing services, catering or the like for rentals must vacate the Premises no later than _____AM/PM following the event. A charge of \$ _____ Dollars per hour or portion thereof shall apply for each hour the Event Center is not cleared after an event. BVB reserves the right to enter the building at any time without any prior notice or consideration. Renter shall remain on the Premises at all times during the rental term. Renter shall use the Premises for the purpose of _____,(the "Event") and for no other purpose.

2. **RENTAL RATE/CANCELLATION/INSURANCE.** The Rental Rate shall be \$ _____. A deposit (the "Deposit") of \$ _____ is required at the signing of this Agreement. The balance (the "Final Balance") of \$ _____ shall be paid at least 10 days before the commencement of the Rental Term noted above in Section 1. Subject to the provisions of Section 7(B) below, the Deposit and the Final Balance (when paid) are non-refundable.

Renter shall provide a certificate of insurance with general liability limits no less than \$1,000,000 naming BVB as an additional insured for the Event. Should the Renter not have existing insurance in force, Renter agrees to purchase an event insurance policy in an amount and upon terms and conditions satisfactory to BVB. Said insurance policy shall name BVB as additional insured as follows:

BVB Investments, LLC
PO Box 649
Waterville ME 04903

3. **FOOD CATERING.** Renter may contract directly with any of the following approved caterers:

The Proper Pig
14 Common Street
Waterville, ME 04901
207-616-3975

The Last Unicorn
8 Silver Street
Waterville, Me 04901
207-873-9363

Amici's
137 Main Street
Waterville, ME 04901
207-861-4440

Silver Street Tavern
2 Silver Street
Waterville, ME 04901
207-680-2163

Eric's
105 College Ave.
Waterville, ME 04901
207-859-8761

OPA
139 Main Street
Waterville, ME 04901
207-859-3103

Renter shall not provide any food or snacks except through a caterer listed here.

4. **SERVICE OF ALCOHOL.** The service of alcohol shall be managed exclusively by The Proper Pig ("Bartender"), and Renter shall contract separately and directly with Bartender for all such services. BVB reserves the right, but undertakes no obligation, to remove intoxicated persons from the Premises. Renter shall not provide any beverages, alcoholic or otherwise, except through the Bartender listed here.

5. **NO SMOKING.** Smoking is expressly prohibited inside or outside the Premises.

6. **OCCUPANCY LIMITS.** Renter shall insure that the number of persons attending the Event shall not exceed the number set forth in the Rules and Regulations attached hereto as Exhibit B..

7. (A) **LIMITATION OF DAMAGES/INDEMNIFICATION.** EXCEPT AS EXPRESSLY

PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED REGARDING THE PREMISES. BVB DISCLAIMS ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PREMISES ARE SUITABLE FOR RENTER'S INTENDED USE. IN NO EVENT SHALL BVB BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION THE CANCELLATION OF THE EVENT FOR REASONS BEYOND BVB'S CONTROL, OR DAMAGES ARISING OUT OF THE SERVING OF ALCOHOL OR FOOD, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Renter covenants at all times that he/she/it shall indemnify and hold BVB harmless from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person(s), entity or property on or about the Premises resulting from any act or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Renter's use or occupancy.

(B) FORCE MAJEURE. If (i) the Premises or any portion thereof shall be destroyed or damaged by fire, or otherwise shall be unavailable for use by reason of weather, power outages or other event beyond the control of BVB (and not caused by Renter) so as to prevent the use of the Premises for the purposes and during the periods specified in this Agreement, or (ii) the use of the Premises by the Renter shall be prevented by a natural disaster, strike, lockout, material or labor restrictions by any government authority, civil riot, flood or any other cause beyond the control of BVB (and not caused by Renter), then this Agreement shall terminate, and BVB's sole liability hereunder shall be to return any Deposit or Final Payment made by Renter.

8. DECORATIONS. Decorations are permitted so long as Renter does not damage the Premises. By way of example, no paint, nails, hooks, screws, strong adhesives or other such items that damage walls, ceilings, or other parts of the Premises shall be used. Any decorations shall be removed promptly at the conclusion of the Event.

9. CONDUCT OF EVENT/DAMAGES. For the duration of the Event, the Renter and all guests shall abide by the BVB Rules and Regulations (as set forth in Exhibit B attached), and comply with all applicable ordinances and laws. Breach of any Rules, Regulations, ordinances, or laws shall be a default by Renter, for which BVB may in its sole discretion terminate this Agreement. Renter agrees to pay for any damages to the Premises caused by Renter and Renter's guests or invitees of the Event within five (5) days of notification by BVB of any such damages. Renter shall pay all costs of collection, including reasonable attorneys fees incurred by BVB in the enforcement of its rights hereunder.

10. GOVERNING LAW. This Agreement is executed, delivered, and intended to be

performed in the State of Maine, and the substantive Laws of Maine shall govern the validity, construction, enforcement and interpretation of this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. This Agreement may be amended only by an instrument in writing executed by the party, or an authorized officer of the party, against whom such amendment is sought to be enforced. This Rental Agreement shall not be assignable by Renter.

The parties hereto have set their hands on the day and year first above written.

RENTER:

X _____

Printed Name: _____

Renter's Contact Information:

Address:

Home Phone: _____ Mobile Phone: _____

Email Address: _____

ALTERNATE Contact Person:

Mobile Phone: _____

BVB Investments, LLC,

X _____

Name: