

VENUE RENTAL & DECOR AGREEMENT (Onsite/Offsite)

This Venue Rental-Decor Agreement ("Agreement"), is entered into on the day the estimate or the invoice is approved by the Lessee (also known as the Client or Customer) and between Lessor- POSH EVENTS LLC (also known as Posh Event Center), of 1483 Lake City Industrial Court, Morrow, Georgia 30260 The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

I. GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Posh Event Center ("Facility") for the Party ("Event") to be held on by booking date.

II. DATE/TIMES OF PERMITTED USE

- A. Access to the Facility for the Event will commence during the time frame approved and noted for the booking date.

- B. There will be no allowances for free- "pre" and/or "post" time for setup and breakdown on the day of the event nor the day before the event, unless the time needed is prepaid for 7 days prior to the event.

III. RENTAL FEE

- A. Lessee shall pay to Lessor a rental fee for the use (by Lessee) of the Facility, the sum required on the approved Invoice or Estimate Agreement (the "Rental Fee"). Lessee shall pay a retainer in the sum of no less than \$250.00 (or \$600.00 for weddings/receptions depending on the rental package chosen) with Lessor upon the execution of this Agreement, which sum shall secure the rental of the event space by Lessor upon completion of this Agreement. The balance of the Rental Fee shall be paid in full by Lessee within 15 days of the event date (within 30 days of the event for weddings/receptions) to the Lessor. Failure to pay the remaining balance by the due date will cause a 10% late fee to occur and/or possible cancellation of the Lessee's event based on the circumstances and the judgement of the Lessor. For the final payment, ONLY CASH, MONEY ORDER; and/or CASHIER's CHECK are accepted.

- B. **Weddings and Receptions.** The \$600 retainer paid- for wedding/venue décor packages is completely non-refundable, and is subtracted from the Lessee's final balance. Payments towards the final balance may commence 90 (ninety) days from the original scheduled event date.
- C. **Non-Weddings/Receptions.** The initial retainer for a non-wedding event is non-refundable beyond 3 days from receipt of payment. This payment is retracted from the Lessee's balance. The remaining balance will be due NO LATER than FIFTEEN DAYS prior to the event date.
For exception to all other money paid towards the event balance, please see the cancellation section of this contract for full details. The final balance MUST be received via cash, cashier's check, or money order.
- D. **Churches/Non-Party Related Events.** Reservation of the facility is based on an hourly bases per event date, and full payment is due 15 days prior to the scheduled event date(s) unless other arrangements has been approved by the venue owner (such as payments made on a month-by-month basis). Lessee may reserve the facility months in advance without placing a deposit if there are multiple and consistent event occurrences planned for the facility. Cash or Money Order is preferred for all payments received less than 15 days prior to the event date. All money paid per event is non-refundable. Please see the cancelation section of this contract for full details.

IV. INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

V. "AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

VI. ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

VII. TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the sum is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

VIII. INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building.

Kitchen cabinets/drawers and all marked unauthorized locations are forbidding to access. Tampering of locks and ties will be subject the Lessee to additional charges.

IX. RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

X. CANCELLATIONS

- A. For Weddings/Receptions**, Lessee may cancel this Agreement at any time by providing written notice of such election to Lessor. However, if Lessee elect to cancel this agreement 90+ days prior to the Event Date PRIOR TO 5 PM, Lessee will be refunded 50% of the money paid towards the event. This is not to include the non-refundable deposit/retainer and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 89 days or less prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor. There will not be any funds returned for cancellations under 89 days of the originally scheduled event day. For special life occurrences, Lessee will be allowed to post-pone/reschedule the event until 1 (one) full year from the original event date. The postponement may occur for only 1 (one) occurrence after the original event date within the 1 (one) year grace period from the original event date.
- B. For Non-Wedding/Reception related events**, Lessee may cancel this Agreement at any time by providing written notice of such election to Lessor. However, for all other money paid towards the event balance, the following applies: If Lessee shall elect to cancel this agreement 60+ days

prior to the event, Lessee may be refunded up to 50% of the money paid towards the event minus (not including) the initial deposit/retainer fee. If Lessee elects to so cancel this agreement between 59-31 days prior to the Event Date (before 5 PM), there will not be any funds returned for cancellations 59 days and under the originally scheduled event day. The Lessee will NOT be refunded nor receive any money paid towards the Rental Costs to the said event. Lessee will be charged 100% of the Rental Costs for cancellations made 30 days prior to the event if a post-pone date is not set at the time of cancellation.

1. *For cancellation occurrences, Lessee will be allowed to post-pone/reschedule the event until 1 (one) full year from the original event date. The postponement may occur for only 1 (one) occurrence after the original event date within the 1 (one) year grace period from the original event date.*

****Cancellations submitted less than 60 full days before the Event start time are 100% non-refundable.**

C. Churches/Non-Party Related Events, Lessee may cancel this Agreement at any time by providing written notice of such election to Lessor. However, for all other money paid towards the event balance, the following applies:

1. For cancellations made 30 days or less prior to original Event Date, the Lessee will NOT be refunded nor receive any money paid towards the Facility Rental Costs to the said event.
2. Lessee will be allowed to post-pone/reschedule the event until 1 (one) full year from the original event date at no additional cost or penalty. The postponement may occur based on an individual event matter within a 1- (one) year grace period from the original event date.

****Cancellations submitted less than 31 full days before the Event start time are 100% non-refundable.**

XI. OTHER INFORMATION

A. No more than 1 year for advance booking for Wedding/Reception events and no less than 15 days booking prior to event start time.

B. No more than 180 days advance booking for non-wedding events and no less than 48 hours booking prior to event start time.

XII. OVERTIME

Overtime will be billed in half-hour increments at a rate of 1(one) time the stated hourly rate (\$200). The space must be vacated and all items brought into the space must be removed by the end time of your booking reservation.

XIII. CLEANING / DAMAGES

Guests are expected to leave the space in the same condition as they found it in. Client(s) must respect the space and we ask/appreciate that guests tidy up after themselves. Client(s) must remove any equipment or rentals brought in, and should factor this setup and teardown time in your booking hours. No nails, screws, staples, tape, glue or penetrating items should be used on our walls. Any tape or gummed backing materials must be properly removed. Damages (walls, floors, furniture, etc..) will be billed to the credit card on file or directly invoice to the Lessor. A credit card must be received and left on file in case of damages or incidentals that may occur during your booking timeframe.

XIV. FURNITURE

Please notify us in advance if you need to move furniture in the space to suit your event needs.

NO chairs or furniture shall be implemented in games or activities such as musical chairs, to maintain the working condition and longevity of the furniture.

XV. MISCELLANEOUS

There is no smoking allowed in the space (including Hookahs). No glitter or confetti can be used. There is to be no open flames nor frying allowed on site or any cooking indoors that will create a large amount of smoke as our facility is not ventilated. Electric cooking appliances are NOT ALLOWED.

EQUIPMENT RENTALS & DECOR PROVISIONS (Includes Onsite/Offsite Services, only if applicable)

BACKGROUND

WHEREAS, Client desires to rent certain décor, equipment and such related items from Posh Events, and Posh Events desires to rent certain décor, equipment and such related items to Client, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

I. DEFINITIONS.

A. **Definitions.** As used in this Rental Agreement, the terms defined in the preamble have their assigned meanings and the following terms have the meanings assigned to them in this Article:

1. **Décor.** "Décor" means the rental items, equipment and such related items as expressly itemized on the Proposal.

2. **Décor Rental.** “Décor Rental” means the rental of the Décor expressly identified on the Proposal and/or the invoice, as applicable.

3. **Intellectual Property.** “Intellectual Property” means any Posh Events’ technology and intellectual property assets, including, without limitation, any trade secrets, trademarks, trade names, service marks, service names, patents, copyrights, computer programs, hardware and software (including any applications or registrations for intellectual property protection for any of the foregoing), as well as any inventions, designs, configurations, processes, know-how, proprietary information and formulae, and any and all components of the foregoing, regardless of form.

4. **Proposal.** “Proposal” means the initial cover pages of this Rental Agreement containing the following information, including, without limitation, description, quantity and rental costs of the Décor.

II. SUMMARY OF RENTAL.

A. **Decor Rental.** Subject to the provisions of this Rental Agreement, Posh Events shall rent the Décor to Client, and Client shall rent the Décor from Posh Events.

III. RENTAL AND OTHER CHARGES

A. **Total Decor Rental Charges.** Client acknowledges and agrees that the amounts set forth on the Proposal are the rental rates applicable for the Term of this Rental Agreement. Within three (3) days of the date of Posh Events’ invoice, Client shall pay Posh Events, without deduction or offset, the sum of: (1) all charges specified on the Proposal (“Rental Charge”); (2) all other sums due under this Rental Agreement; (3) applicable state and local sales and use taxes on the Décor Rental, or the amount charged by Posh Events as reimbursement for fees or expenses paid in advance for Client; (4) Posh Events’ costs, including reasonable attorney’s fees, incurred in collecting payments due from Client, related to an Event of Default, cleaning the Décor and/or gaining custody of the Décor; and (5) all fines, penalties, forfeitures, court costs, and other expenses assessed against Posh Events, arising out of the violation of any law, rule or regulation with respect to Client’s possession, operation or use of the Décor; the sum of all amounts referenced in items (1) through (5) of this section is referred to herein as “Total Rental Charges”. Should Client fail to pay Posh Events in accordance with this Rental Agreement, Client agrees to pay Posh Events interest on such delinquent amounts, until paid in full, at the maximum legal rate allowable or 18% per annum, whichever is less.

B. **Retainer Fee.** Client shall pay to Posh Events a non-refundable retainer fee of the Decor Rental Charge (“Retainer Fee”) for offsite events. Such Retainer Fee shall be paid by Client to Posh Events on the Effective Date in the form of cash, credit card, cashier's check or money order.

C. **Cancellation Fee.** CLIENT MAY ONLY CANCEL THIS DECOR RENTAL AGREEMENT NO LATER 5:00 P.M. (EASTERN TIME) ON THE THIRD CALENDAR DAY FOLLOWING THE EFFECTIVE DATE (“CANCELLATION DATE”) AND CLIENT SHALL PAY A CANCELLATION FEE IN THE AMOUNT EQUAL TO THE FEES AND EXPENSES INCURRED BY POSH EVENTS THROUGH SUCH DATE OF CANCELLATION (“CANCELLATION FEE”). Such Cancellation Fee shall be paid by Client to Posh Events no later than 5:00 P.M. (Eastern Time) on the fifth calendar day following the Cancellation Date in the form of cash, credit or debit card.

D. **Damages Fee.** Client agrees to pay for any damage to the Décor caused by Client's failure to maintain the Décor, misuse, unlawful use or by reason of any other neglect of necessary servicing or maintenance of the Décor while being rented to Client or under Client's care, custody or control. Client shall not make any alterations or modifications to the Décor. Such Damages Fee shall be paid by Client to Posh Events no later than 5:00 P.M. (Eastern Time) on the seventh business day following the date of such notice of damage provided by Posh Events to Client in the form of cash, credit or debit card.

IV. TERM; CANCELLATION.

A. **Term.** The term of this Rental Agreement shall begin on the Effective Date and end on the return date set forth on the Proposal ("Term"), unless and until earlier cancelled by either party in accordance with the terms herein.

B. **Cancellation.** Posh Events may cancel this Rental Agreement for convenience upon three (3) days' notice to Client or immediately for Client's failure to pay any amounts due to Posh Events under this Rental Agreement.

- a. **For Weddings/Receptions scheduled at offsite locations,** Lessee may cancel this Agreement at any time by providing written notice of such election to Lessor. However, if Lessee elect to cancel this agreement 90+ days prior to the Event Date PRIOR TO 5 PM, Lessee will be refunded 50% of the money paid towards the event. This is not to include the non-refundable deposit/retainer and any expenses incurred in good faith by Lessor in preparation for Lessee's use of any equipment and/or decor. For cancellations 89 days or less prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor. There will not be any funds returned for cancellations under 89 days of the originally scheduled event day. For special life occurrences, Lessee will be allowed to post-pone/reschedule the event until 1 (one) full year from the original event date. The postponement may occur for only 1 (one) occurrence after the original event date within the 1 (one) year grace period from the original event date.
- b. **For Non-Wedding/Reception related events scheduled at offsite locations,** Lessee may cancel this Agreement at any time by providing written notice of such election to Lessor. However, for all other money paid towards the event balance, the following applies: If Lessee shall elect to cancel this agreement 60+ days prior to the event, Lessee may be refunded up to 50% of the money paid towards the event minus (not including) the initial deposit/retainer fee. If Lessee elects to so cancel this agreement between 59-31 days prior to the Event Date (before 5 PM), there will not be any funds returned for cancellations 59 day and under the originally scheduled event day. The Lessee will NOT be refunded nor receive any money paid towards the said event. A post-pone date is optional instead of a cancellation.

- c. *For cancellation occurrences, Lessee will be allowed to post-pone/reschedule the event until 1 (one) full year from the original event date. The postponement may occur for only 1 (one) occurrence after the original event date and within the 1 (one) year grace period from the original event date.*

*****Cancellations submitted less than 60 full days before the Event start time are 100% non-refundable.***

V. CONDITION AND USE OF DÉCOR

A. **Condition of Decor.** Client acknowledges that Client has examined the Décor and confirms that it is clean and in good condition, except as otherwise noted on the Décor Rental Receipt Form and acknowledged in writing by Client's initials on such form.

B. **Permitted Use.** Client shall use the Décor only for its intended purpose as expressly set forth in writing on the Proposal during the Term and in compliance with all applicable laws, rules and regulations related to the Décor Rental and/or the rules and regulations of the venue where the Décor will be used. Client agrees to remain in possession of such Décor and not abandon the Décor at any time during the Term.

C. **Authorized Users of Décor.** Authorized users of the Décor shall be limited to: (i) Client and (ii) additional authorized users as notified to Posh Events in writing, including Client's event planner, Client's event coordinator or Client's relative. Client will not surrender the use of the Décor to anyone other than an authorized user; provided, however, Client shall remain responsible for all obligations related to the Décor under this Rental Agreement.

D. **Limitations on Use.** During the Term and unless otherwise determined by Posh Events, Client shall have exclusive possession, control and use of the Decor. Client shall not use or permit the Decor to be used in any of the following circumstances: (1) in violation of this Rental Agreement; (2) in a reckless or abusive manner; (3) in any way defamatory to Posh Events or in a way that puts Posh Events in a negative light; (4) in any unlawful manner; or (5) in a physically damaging manner, including, without limitation, rain damage, wind damage or mud damage.

E. **Storing Décor.** While not in use, Client agrees to store the Décor in a safe location and undertake commercially reasonable precautions to guard against any theft of, or vandalism or mischief to, or damage to, the Décor during the Term, including, without limitation, rain damage, wind damage or mud damage.

VI. RETURN OF DÉCOR

A. **Obligations of Return.** Client shall return the Décor to Posh Events in the same condition as received, to the location from where the rented or to Posh Events' location listed on the Proposal, before or on the due date specified, unless the Term of the Décor Rental is extended in writing by Posh Events and, then, no later than the extended due date. Failure to return the Décor when due may constitute an

Event of Default. Client shall be responsible for all physical damage to the Décor caused by Client or by others during the Term.

VII. CONFIDENTIAL INFORMATION; OWNERSHIP AND INTELLECTUAL PROPERTY

A. **Confidential Information.** Client agrees that, both during the Term of this Rental Agreement and after the termination of this Rental Agreement (and regardless of whether this Rental Agreement has been cancelled), Client shall not directly or indirectly use or disclose, except as authorized by Posh Events, any Confidential Information, as defined hereinafter, that Client may have or acquire during the Term of this Rental Agreement. The term "Confidential Information" as used in this Rental Agreement shall mean and include any proprietary information, technical data, intellectual property, trade secrets or know-how, including, but not limited to, company information, employee information, financial information, and demographic information, or other information disclosed by one party hereto to the other party hereto in writing, orally, or electronically. The term "Confidential Information" does not include information that: (i) either before or after the date of the disclosure to the Client becomes published or generally available to the public through no act or negligence on the part of Client; (ii) is required to be disclosed by Client to comply with applicable laws, to defend or prosecute litigation or to comply with governmental regulations, provided that Client notifies Posh Events promptly upon learning of such requirement to enable a Posh Events to seek a protective order or otherwise prevent such disclosure, and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure; or (iii) was already known to Client or was generally available to the public or otherwise part of the public domain at the time of disclosure by Posh Events.

The covenants contained in this section shall survive the cancellation or termination of this Rental Agreement for any reason for a period of two (2) years; provided, however, that with respect to those items of Confidential Information which constitute trade secrets under applicable law, the covenants set forth in this section shall survive for so long as such information remains a trade secret.

B. **Ownership and Intellectual Property.** This Rental Agreement is solely for use of the Decor only as stated in the Proposal. Client shall not have express, implied or apparent authority to create or assume, in Posh Events' name or on its behalf, any obligation, or to act or purport to act as Posh Events' agent. Nothing contained in this Rental Agreement shall be construed to create the relationship of partnership or joint venture between the Parties. Client does not acquire any rights other than the rights expressly set forth in this Rental Agreement.

Client shall not have any claim or right to ownership or use of Posh Events' Intellectual Property and this Rental Agreement does not constitute consent or authority for Client to use Posh Events' Intellectual Property in any capacity outside the scope of this Rental Agreement.

VIII. REPRESENTATIONS AND WARRANTIES

A. Posh Events.

1. **Authority.** Posh Events is authorized to provide the Décor hereunder.

2. **Performance.** Posh Events will provide the Décor in a good and workmanlike manner consistent with the terms herein.

B Client.

1. **Authority; No Conflict.** Client represents and warrants that he/she has the requisite power and authority to enter into, execute and deliver this Rental Agreement and to perform all duties and obligations imposed upon him/her hereunder. Client also represents and warrants that his/her entering into, executing or delivering such Rental Agreement does not violate the terms of any agreement between Client and a third party.

2. **No Misrepresentation.** Client represents and warrants that neither he/she or his/her representative(s) or agent(s) have misrepresented himself/herself, his/her company or organization or the purpose(s) for requesting the Décor provided hereunder.

3. **Provision of Information.** In order to meet Client's requested delivery/"in-hand" date(s), Client agrees to timely provide to Posh Events any and all information and documentation reasonably necessary for Posh Events to provide the Décor hereunder in accordance with the deadlines set forth herein.

IX. DEFAULT AND REMEDIES

A. **Event of Default.** An "Event of Default" shall occur as follows: If: (1) Client fails to perform or violates any other term of this Rental Agreement and such failure continues for seven (7) days after written notice thereof is sent to Client, or (2) any material representation or warranty made by Client in this Rental Agreement or in any document furnished to Posh Events by Client related to this Rental Agreement is incorrect in any material respect.

B. **Remedies for Default.** Upon the occurrence of an Event of Default, Posh Events shall not be required to perform its obligations under this Rental Agreement and may immediately cancel this Rental Agreement and/or proceed by appropriate court action to enforce the terms of this Rental Agreement and/or to recover damages for the breach of any of its terms

C. **Non-Liability for Contents and Disposal of Property.** Posh Events shall not be liable for loss of or damage to any property left, stored, loaded or transported by Client or any other person in relation to the Décor Rental.

If the Décor contains any property of the Client ("Client Property") at the time the Décor is back in Posh Events' possession (either by virtue of Client returning the Décor or because the Décor was recovered by law enforcement or through Posh Events' repossession) Posh Events is authorized to hold Client Property for Client or place it in storage for Client, at Client's sole cost and risk of loss or damage. Client's failure to retrieve Client Property within three (3) days of being notified by Client, shall constitute Client's abandonment of Client Property, and Client hereby waives any and all right or claim or ownership to such Client Property. Client hereby acknowledges that Posh Events may sell or

otherwise dispose of any Client Property deemed abandoned and accepts this advance disclosure as adequate notice thereof under any applicable law or regulation.

D. Interest; Attorneys' Fees. Should Client fail to pay any fees or charges when due, Client shall be liable for interest on such delinquent amounts at the rate of one and one-half percent (1.5%) per month or the maximum permissible rate allowed in the jurisdiction in which the Décor was rented, calculated from the date on which payment was due until paid. If Posh Events initiates legal action or consults with legal counsel as the result of an Event of Default, then if Posh Events prevails in a non-appealable judgment from a court of competent jurisdiction, then Posh Events shall be entitled to reimbursement from Client of all expenses therefor, including reimbursement of reasonable attorneys' fees and those incurred on any appeal.

X. INDEMNIFICATION; DISCLAIMER AND LIMITATION OF LIABILITY

A. Indemnification. Client agrees that it will protect, defend, indemnify and hold harmless Posh Events and its members, officers, employees, agents, indemnitees, successors and assigns from any and all claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) (collectively "Claims") arising from: (i) Client's failure to comply with the terms of this Rental Agreement; (ii) any and all injuries (including death) or property damage sustained by Client or any person at Client's event related to this Rental Agreement; (iii) any and all injuries (including death) or property damage sustained by Client or any person related to this Rental Agreement; (iv) Client's, its agents', guests' or attendees' failure to properly use, operate or maintain the Décor under this Rental Agreement as determined by a court of competent jurisdiction; or (v) Client's, its agents', guests' or attendees' negligence or misconduct related to its respective use, operation or maintenance of the Décor hereunder.

B. DISCLAIMER. POSH EVENTS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ABSENCE OF ANY DEFECTS OF ANY DÉCOR COVERED BY THIS RENTAL AGREEMENT OR ANY SERVICES PROVIDED BY POSH EVENTS HEREUNDER. IN NO EVENT SHALL POSH EVENTS BE LIABLE TO CLIENT UNDER THIS RENTAL AGREEMENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST INCOME OR PROFITS, EVEN IF ADVISED ON THE POSSIBILITY THEREOF.

C. Limitation of Liability. Under no circumstances will Posh Events' total liability of all kinds arising out of or related to this Rental Contract, regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the total amount paid to Posh Events under this Rental Agreement.

XI. MISCELLANEOUS PROVISIONS

A. Independent Contractor. The parties hereto hereby agree that Posh Events' relationship to Client is that of an independent contractor and should not be deemed an employee for any purpose. Nothing contained herein shall be construed to create any employment relationship, partnership, agency or joint venture between the parties within the meanings of any applicable laws.

B. **Survival.** Articles I, III, IV.B, VI, VII, VIII, IX and XI of this Rental Agreement shall survive the cancellation or expiration of this Rental Agreement.

C. **Severability; Waiver.** Except as noted herein, should any provision of this Rental Agreement be declared or determined by any court of competent jurisdiction to be unenforceable or invalid for any reason, the validity of the remaining parts, terms or provisions of this Rental Agreement shall not be affected thereby and the invalid or unenforceable part, term or provision shall be deemed not to be a part of this Rental Agreement. The waiver by Posh Events of (a) a breach of any provision of this Rental Agreement by Client; or (b) a default under this Rental Agreement by Client, shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by Client or of any subsequent default of the same or any other default under this Rental Agreement by Client.

D. **Assignment; No Third-Party Beneficiary.** Client shall not subcontract, assign, transfer or delegate any of its interests, rights, duties, responsibilities and obligations hereunder to any third party, and any such attempt shall be null and void.

E. **Non-disparagement.** Client shall not, directly or indirectly, participate in, establish, or create individually or in concert with others, any communication which makes, represents, or advertises, by way of fact or opinion, any slanderous, libelous, injurious, disparaging or adverse statements about Posh Events, its managers, members, employees, affiliates or assigns. Client recognizes that engaging in such conduct is harmful to Posh Events' business to such an extent that monetary damages may not be an adequate remedy and, as a result, Client hereby consents to the entry of any injunction against Client to prevent the dissemination or communication of any defamatory or injurious material or statements.

F. **Governing Law.** This Rental Agreement, the exhibits and the obligations of the parties hereunder shall be governed by the laws of the State of Georgia. Client agrees that any legal action or proceedings with respect to this Rental Agreement and exhibits may be initiated in the courts of the State of Georgia and Client hereby subjects himself/herself to and accepts with regard to any such action the jurisdiction of such courts.

G. **Notice.** Unless otherwise stated in this Rental Agreement or an exhibit thereto, all notices required under this Rental Agreement shall be in writing and shall be personally delivered, sent by overnight mail, postage prepaid, or by email to the address set forth below:

If to Posh Events: 1483 Lake City Industrial CT
 Morrow, Ga 30260
 Attention: Vuntressa Brown
 Email Address: VuntressaB@PoshEventCenter.com

If to Client: _____

Attention: _____

Email Address: _____

Force Majeure Clause

H. **Force Majeure Clause.** Neither party shall be liable to the other for any loss, injury, delay or damage whatsoever suffered or incurred by the other party or its facilities due to causes beyond such party's reasonable control, including but not limited to, acts of God, strikes or other labor disturbances, war, sabotage, casualty, pandemics, embargo, flood, explosion, act of terrorism and responses thereto, eminent domain and any other cause or causes, whether similar or dissimilar to those herein specified and whether insurable or not (each hereinafter called a "Condition"). If any Condition occurs, this Agreement shall be suspended for the duration of the Condition as to the affected Venue and/or Décor Rental, and performance of this Rental Agreement as to the affect Venue and/or Décor Rental shall resume once the Condition ceases. Regardless of the occurrence of a Condition, neither party shall be relieved of the obligation to make payments to the other on account of the Venue or the Décor provided, or for pricing adjustments pertaining to the Venue or the Décor purchased or furnished, prior to the event constituting the Condition.

I. **Counterparts.** This Rental Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

J. **Entire Agreement; Amendment; Acceptance.** This Rental Agreement and any exhibits hereto constitute the entire agreement between the parties with respect to the subject matter of this Rental Agreement and supersede any prior agreements or understandings between the parties with respect to such subject matter. No amendment of this Rental Agreement shall be effective unless in writing and signed by both parties to this Rental Agreement. This Rental Agreement does not become valid until such time as it is accepted by both Client and Posh Events, indicative by the signatures hereto.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Client agrees that any legal action or proceedings with respect to this Rental Agreement and exhibits may be initiated in the courts of the State of Georgia and Client hereby subjects himself/herself to and accepts with regard to any such action the jurisdiction of such courts.

Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Georgia.

Unless otherwise stated in this Venue Rental Decor Agreement or an exhibit thereto, all notices required under this Rental Agreement shall be in writing and shall be personally delivered, sent by overnight mail,

postage prepaid, or by email.

SIGNATORIES

This Agreement shall be signed by a representative of POSH EVENTS LLC (or Posh Event Center).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the approved booking.

LESSOR

POSH EVENTS LLC (or Posh Event Center)

By: _____

Vuntressa Brown

LESSEE

Full Name: _____ Date: _____

Signature: _____

Email Address: _____

Mailing Address: _____

Please save a copy of this agreement for yourself.