

EVENT SPACE RULES & REGULATIONS

1. CLEANING & TRASH:

User agrees to leave the Premises and all contents and fixtures in the same condition as they were when User arrived. Trash is to be placed in trash receptacles. All items brought to the Premises by User are to be removed by User. If User does not return Premises to the order and cleanliness found when User arrived, Together Cafe may charge an additional cleaning fee of \$150 to be included on the final invoice.

2. TOGETHER CAFE RULES:

All Together Cafe rules must be followed, including, without limitation, Together Cafe prohibition on the use of any of its property in opposition to its biblical beliefs and policies.

3. WAIVER OF LIABILITY:

Use of Together Cafe's Premises and equipment is at User's risk. User hereby agrees that Together Cafe will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to User, his party or possessions while on the Premises. User holds harmless and indemnifies the Together Together Cafe and its owners, agents, representatives, associates, officers, employees, guests and tenants against any suit, claim, loss, accident, judgment, fine, injury or damages, including reasonable attorney's fees. This indemnification shall continue in full force and effect during and after the term of the rental for such causes arising during the term of the rental.

4. CONDUCT:

User shall be solely responsible for the conduct and welfare of all persons assisting User while on Together Cafe's Premises. User agrees that a Together Cafe representative may, at Together Cafe sole discretion, be present at all times.

5. EQUIPMENT:

As agreed upon by the parties in advance of the rental, Together Cafe agrees to provide certain equipment, including sound and video equipment, in good working order, but makes no special guarantees as to said equipment's functionality or suitability to User's purposes. User shall notify Together Cafe immediately of any malfunction, damage or other issues with the equipment.

6. DAMAGE:

User shall be solely responsible for any damage it causes to Together Cafe Premises or equipment during the time User or its party occupies the Premises.



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7. OUTSIDE FOOD/CATERING:

User is prohibited to bring any outside food into the Cafe with the exception of celebration cakes, snacks/hors d'oeuvres and non-alcoholic beverages. Together Cafe offers onsite catering please email yum@partybitescatering.com. No alcohol is allowed to be consumed on the premises.

8. EXPRESS INDEMNITY:

User agrees to save, indemnify, and keep harmless Together Cafe against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (User's employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by User, save and except claims or litigation arising through the sole negligence or sole willful misconduct of Together Cafe. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

9. **ARBITRATION:**

Any and all claims or disputes arising from or related to this Agreement, other than a claim for injunctive relief, shall first be submitted to mediation in Hamilton County, Tennessee in accordance with the then governing rules of The Institute for Christian Conciliation. If the parties cannot resolve their dispute through mediation, they shall have the issue resolved through arbitration with the then governing rules of The Institute for Christian Conciliation. In the event that the Institute for Christian Conciliation ceases to exist during the course of this Agreement, arbitration under this section shall be conducted according to the rules of the American Arbitration Association. Judgment upon an arbitration award may be entered in the District Court for the County of Hamilton, Tennessee Together Cafe and User shall bear their own costs related to any mediation or arbitration proceeding.

10. MISCELLANEOUS:

User shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this Agreement. This Agreement incorporates the entire understanding and agreement between Together Cafe and User. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of Tennessee shall govern this Agreement. The following signatures constitute a legal and binding Agreement between User and Together Cafe.



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