



This Agreement is made on this the day of \_\_\_\_\_, 20\_\_ by and between Allora Vintage, LLC and \_\_\_\_\_(The Contracting Party) for a photography/video session on the day of \_\_\_\_\_, 20\_\_ from the ( ) hours of \_\_\_\_\_( )M to ( )M.

WHEREAS, Allora Vintage, LLC manages the Morris Grocery building on behalf of Leonard E. Papa, Sr. as a photography and film venue, and

WHEREAS, the Contracting Party wishes to so use Morris Grocery,

NOW THEREFORE, the parties intending to be so bound hereby agrees as follows:

## **TERMS**

### **I. Introduction**

Morris Grocery is a photography/filmography venue that is located at 411 North 6<sup>th</sup> Street, Clarksburg, West Virginia operated and managed by Allora Vintage, LLC.

### **II. Conditions for Use of the Space**

The Contracting Party wishes to use, and Allora Vintage LLC agrees to allow the Contracting Party to use, the space on the third floor on the date and times set forth above. At all sessions, Allora Vintage will appoint a representative to be present, open and close the building, and be on site during the session.

At the agreed upon time start time indicated above, the Allora Vintage representative will open the facility. All decor and equipment provided by the Contracting Party must be removed at the end of the session or charges will apply for moving and storage of the items unless overnight storage is prearranged. Allora Vintage takes no responsibility for securing the items nor is it responsibility for damage or loss. The Contracting Party or a designated representative is encouraged to perform a final walk-through with the Allora Vintage representative before they leave the facility to delineate any damage or missing items. If, in the event a vendor or the Contracted Party is not capable of performing the preparation or transport of items needed for the session and Allora Vintage staff is asked to assist, the Contracted Party will be billed at the rates set forth in the Damages and Extra Costs paragraph (V.) of this contract.

### **III. Rental Fees**

The rental rate for the Contracting Party's use of the event space shall be in accordance with the fee schedule separately provided beforehand including the base venue rental and all additional charges laid out in a detailed estimate Schedule " A" attached to this contract.

The rate for this event will be \$ . The above rate covers only the period as set forth above. The "period of use" is determined by the arrival time required for set-up and the departure time following clean up. The rental fee shall not be prorated if the "period of use" does not last for the entire block of time as set forth above.

Inclusions in the rental rate:

- \* Use of Morris Grocery third floor
- \* Use of furniture and décor items situated on the third floor

Additional time is billed at the rate of \$100 per hour, at the discretion of Allora Vintage, and will be prorated in fifteen-minute blocks of time. Allora Vintage reserves the right to request a non-refundable rental fee deposit equal to 30% of the base venue rental amount is due when reserving the space, with the remainder of the entire contract amount to be paid at least 10 (ten) days before the session is to take place. If the Contracting Party is reserving the space less than one week prior to the session, total payment will be due at the time that the Contracting Party is reserving the space and the payment will be made in cash, electronic transfer or credit to avoid bounced check issues.

### **IV. Security Deposit**

In addition to the rental fee deposit, a security check in the amount of \$100 is required. Allora Vintage LLC reserves the right to use any or all of the security deposit toward any of the Contracting Party's obligations under the contract or any claims that Allora Vintage LLC might have, or for overtime, extraordinary cleanup, damages to or destruction of any property located in or on or around the premises belonging to Allora Vintage LLC or Leonard E. Papa, Sr. as a result of the Contracting Party's use of the premises or in any way relating to the session. If any such damage or destruction is caused by the Contracting Party's vendors or agents, representatives, or employees, Allora Vintage and Leonard E. Papa, Sr. will first attempt to recover its damages and expenses from the vendor, however, if and when reasonable efforts to recover such damages and expenses, which does not include litigation, are unsuccessful, Allora Vintage LLC and Leonard E. Papa, Sr. will look to the Contracting Party for the same. The full amount of the security deposit will be refunded no later than fourteen days after the event if it is determined that no damage has occurred and that there are no claims or other outstanding obligations at the time involving the Contracting Party.

### **V. Damages and Extra Costs**

The Contracting Party hereby agrees to be fully and solely responsible for any damage and extra costs in any way relating to the session, and to be fully and solely responsible for any damage or destruction of the Morris Grocery building or any property located on or within the premises caused by the Contracting Party or any of its agents or guests. The Contracting Party is responsible for maintaining the session space and adjacent areas in good condition. The Contracting Party further agrees to pay any and

all costs of repair of damage to the facility caused by itself or its agents, or guests. If extra labor, cleanup, furniture or decor are used or added to the scope of this contract the Contracting Party agrees to pay for such items at the below agreed upon rates:

\$25/hour per laborer to assist in setup if the contracting party has agreed to decorate and setup the space themselves.

\$25/hour per laborer to cleanup unnecessary messes such as trash, set-up debris, etc.

\$50/occurrence extra furniture or other items beyond those in the finally approved contract.

Damage to the facility in any form will be photographed and a formal repair cost submitted with the remainder of the damage deposit. If the damage exceeds the deposit the Contracting Party will be invoiced for the repairs at the rate of \$50/hour labor per laborer and the materials cost plus 25%.

## **VI. Indemnification**

The Contracting Party agrees to indemnify and hold harmless Allora Vintage LLC / Leonard E. Papa, Sr. from any liability, claims, damages, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the session or caused by the use of the facility by the Contracting Party, the Contracting Party's guests or clients, or the Contracting Party's agents, such as musicians, decorators, and others who are working for the Contracting Party.

## **VIII. Force Majeure Conditions**

The Contracting Party agrees that Allora Vintage LLC / Leonard E. Papa shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, elevator breakdown issues, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority. Delays or nonperformance excused by this provision shall not excuse payment of any amount owed by the Contracting Party at the time of this occurrence. If a session is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made accordingly to the Contracting Party no later than fourteen days after the date of the session.

## **IX. Use of Vendors**

Allora Vintage LLC reserves all rights of final approval of any vendors selected for the session. Allora Vintage LLC also reserves the right of final approval of all decorations brought into the facility. In particular, due to safety concerns, any items capable of creating an unsafe environment will not be allowed (fireworks, open flames, sharp objects, etc.) All vendors must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least two weeks prior to the date of the session.

## **X. Photographs**

Allora Vintage LLC shall have the right to take photographs at the session for the purpose of advertising and marketing the space. Allora Vintage LLC will use proper crediting for any photos used in social media, online or in print. The Contracting Party shall have the right to use photographs at the session for the purpose of advertising and marketing as well; however, any commercial use of the likeness of the building outside of the session covered in this agreement is prohibited without the express written consent of Allora Vintage LLC / Leonard E. Papa. All references to the space in social media, online or in print must credit Allora Vintage.

## **XI. Applicable Law**

This contract shall be governed and construed in accordance with the laws of the State of West Virginia.

## **XII Assignment**

This contract may not be assigned in whole or in part by the Contracting Party, except with the prior written approval of Allora Vintage LLC.

## **XIII. Attorneys' Fees**

In any action or proceeding to enforce, preserve, or protect any right or benefit under this Agreement, Leonard E. Papa / Allora Vintage LLC in each such action or proceeding shall be entitled, in addition to any and all other relief granted by a court, to an award in such action or proceeding of the amount of its attorneys' fees reasonably incurred therein.

Contracting Party Signature:

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## **Rules and Regulations:**

1. Decorations: Decorations may not be hung with staples, nails or screws which will damage the venue. All decorations must be freestanding. All decorations must be removed without leaving damages, directly following the departure of the property.
2. Smoking: Morris Grocery is a non-smoking venue. Smoking is only permitted outside of the facility.
3. Candles: No wicked candles or luminaries are allowed on property. Only battery-operated candles are permitted.
4. Parking: Free parking is available along 6th Street and the lot adjacent to the building located at the corner of 6<sup>th</sup> and Baltimore.
5. Leaving property: Client must vacate venue at agreed upon time or additional charges will be applied. Before vacating the premises, the client must gather all decorations/equipment/personal items. No items are to be left overnight. Allora Vintage is not responsible for damage to or loss of any articles or property left on property.

\*Failure to follow these rules will result in loss of security deposit depending on the severity.

## **Morris Grocery Building**

### **Schedule A**

\$50 Base rate per hour

\$175 Four hour rental

\$350 Eight hour rental

Additional time is billed at the rate of \$100 per hour, at the discretion of Allora Vintage, and will be prorated in fifteen-minute blocks of time.

\$25/hour per laborer to assist in setup if the contracting party has agreed to decorate and setup the space themselves.

\$25/hour per laborer to cleanup unnecessary messes such as trash, set-up debris, etc.

\$50/occurrence extra furniture or other items beyond those in the finally approved contract.