



SPECIAL EVENTS AND WEDDING VENUE CONTRACT

This contract defines the terms and conditions under which The Clement and phillip rhodes (hereinafter referred to as the "Client") agree to the Client's use of The Clement's facilities on August 29, 2024. This contract constitutes the entire agreement between the parties and becomes binding upon signature of both parties. This contract may not be amended or changed unless executed in writing and signed by The Clement and the Client. This contract shall be considered void if not signed and returned within two weeks of issuance.

1. Function and Client Information

Type of Function: The Clement Lead Capture

Date of Function: Aug 1, 2024

Reservation Start Time: 10 am

Reservation Ending Time: 10 pm

Client: phillip rhodes

Phone: 4128779720

Email: rhodebump@gmail.com

Number of guests: Client agrees there will be no more than 120 guests. If there are more than 50 guests, client agrees to pay the "Over 50 Guests" fee.

2. Facilities Provided by The Clement

The Clement will provide the following facilities on the dates and times indicated above:

- The Clement - Main Level (approx. 2750 SF) and balcony (650 SF)
- 1 restroom (ADA compliant) located in The Clement main hall
- 1 restroom in school
- 1 restroom in Clement basement
- Tables and chairs for approximately _____ guests
- Use of separate catering/set-up room in rear of The Clement
- Parking or approx. 19 cars in our lot. Self-parking is available on the street.

Please note that our building is approximately 120 years old. We ask that our guests take special care not to damage or mar any of the unique carvings, initials, wall hangings, decorations, etc. located throughout our facility. Guests wishing to place decorations of their own for events must obtain The Clement approval for methods used to secure decorations within the facility.

3. **Additional Services**

The Clement can provide additional services such as catering, DJ, etc. at additional cost. Note that Client is not responsible for providing linens, table service, etc. for dining or alternatively, The Clement can provide these items at additional cost.

4. **Fees and Deposits**

a. **Venue Rental**

The total cost for use of The Clement's facilities as described in this contract is \$0.00 plus Pennsylvania sales tax, (if applicable). To reserve services on the date requested, The Clement requires this contract be signed by both parties and a retainer of fifty percent (50%) of the balance is due to hold the date. Payment of the remaining balance of the rental fee is due thirty (30) days in advance of the event.

Deposits and payments will be made by venmo, paypal, certified or bank check made payable to The Clement on the schedule noted below.

Due Date	Amount Due
Jul 18, 2024	\$0.00
Aug 29, 2024	\$200.00

Any retainers are to secure your date and are non-refundable unless, upon cancellation by the Client, The Clement is able to resell the venue date to another party, in which case, your deposit will be refunded less a \$100 deduction for administrative fees.

b. **Damage/Excessive Cleanup Deposit**

In addition to the venue rental deposit, a damage/excessive cleanup deposit is required in the amount of \$100.00 and is due at the same time as the 2nd payment set forth in Paragraph 4 (a) above. The Clement reserves the right to use any or all of the damage deposit toward any of the Client's obligations under this contract or any claims that The Clement may have for extraordinary cleanup, damages to or destruction of any property located in, on, or around the premises belonging to The Clement as a result of Client's use of the premises or in any way relating to the event. If extra labor and/or cleanup is required as a result of Client's use of The Clement's facility, Client agrees to pay for such items at the below agreed upon rates:

- Labor for set up of decorations or to assist in set up if Client requests such assistance. \$20.00/hour per person
- Labor to clean up unnecessary messes such as vomit, spilled alcohol and other liquids, or extra restroom cleanup from Client's guests' lack of personal responsibility or hygiene. \$20.00/occurrence
- Damage to the facility in any form will be photographed by The Clement and a formal repair/cleaning cost invoice will be submitted to Client along with any remaining unused balance of Client's damage deposit. If the damage and/or excessive cleanup exceeds the deposit amount, the Client will be invoiced for there pairs and extra cleanup at the following rates. \$20.00/hour per person

The remaining balance, if any, of Client's damage and excessive cleanup deposit will be refunded by The Clement to Client within 14 days following the event or within 14 days following completion

of repairs and/or cleanup, whichever is later.

5. Cancellation and Refund of Deposits

In the unlikely event the Client should cancel this contract, all deposits are non-refundable except as described herein. In the event of a Client cancellation, if The Clement is able to rebook a comparable event on the scheduled date, all deposits for venue rental will be refunded less a \$100.00 administrative fee as described in Paragraph 4 (a) above. Additionally, any damage and excessive cleanup deposits will be refunded in full. Said refund will be sent to Client within 14 days of The Clement's receipt of Client's notice of cancellation. Return of venue rental deposits (if any) will be made within 14 days after The Clement has secured payment from an alternate booking. The Clement shall have the right to terminate this contract if the Client fails to meet or violates any terms of this contract, in which case the provisions of this cancellation policy also apply. The Client shall not assign or sub-lease any terms, conditions, or services contained in this contract or any interest therein without the express written consent of The Clement. If for any reason The Clement is unable to fulfill its obligations under this contract, all deposits will be returned to the Client.

6. Date Changes

In the event the Client wishes to change the date of the event, every effort will be made by The Clement to transfer reservations in support of the new date. The Client agrees that, in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable are the sole responsibility of the Client. See Paragraph 4 for non-refundable fees. The Client further understands that last minute changes can impact the quality of the event and that The Clement is not responsible for any compromises in quality associated with a change in date.

7. Insurance

Special Event Liability Insurance is recommended for all Clients. This insurance must, at Client's sole expense, provide and maintain public liability and personal property damage insurance, insuring The Clement and its employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Client's use and occupancy of the premises, including appurtenances to the premises sidewalks and roadways. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. The Clement shall be named as an additional insured on said policy.

If alcohol is to be served, please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol related accidents, as you are ultimately liable for the safety of your guests. Established catering services may use their license and insurance to cover this requirement. All caterers and/or outside vendors, companies, and/or institutions must provide a copy of their Certificate of Insurance and Catering License to The Clement, naming The Clement as an additional insured. These documents must be delivered to The Clement at least thirty (30) days prior to the event.

Event insurance is available. The link is provided as a courtesy, we do not benefit if you purchase <https://www.eventsured.com/the-clement/>

8. Indemnification

Client agrees to indemnify, defend, and hold harmless The Clement, its landlord, building owners, officers, employees, and agents from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing by Client, its employees and agents of alcoholic beverages at The Clement. The Client also agrees to indemnify and hold harmless The Clement, its officers, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about The Clement or to the property itself resulting from any act done, or omission by or through the Client, its agents, contractors, employees, invitees, or any person on the premises of The Clement by reason of Client's use or occupancy thereof. These may include, but

are not limited to accident, injury or damage to property arising from any act of the Client's guests, whether intentional or negligent, which occur during use. Client agrees to pay all costs and attorney fees incurred by The Clement, its owners and representatives in defending any such claim or action brought against The Clement, its owner and/or its representatives.

In the event The Clement, its landlord, building owners, officers, employees and/or agents are required to file any action in court in order to enforce any provisions of this contract, Client agrees to pay The Clement, its officers, landlord, building owners, employees and/or agents all reasonable attorney fees, court costs, and costs of suit incurred by The Clement, including all collection expenses and interest due. Any suit brought by Client or The Clement with regard to any claim related to any aspect of this contract must be brought in the judicial district of Allegheny County Pa.

9. Rules and Regulations

The following is a list of rules and regulations to be upheld by the Client, which includes all event planners, wedding coordinators, and vendors who are involved in the planning and execution of a special event or wedding on the premises of The Clement.

- No foul or abusive language or obscene gestures
- No intoxication or other signs of impairment related to alcohol consumption
- Use of illegal drugs or other illicit substances is not permitted. Violators will be escorted from the premises.
- Physical violence of any kind will not be permitted
- No use or possession of weapons of any kind
- Clement is a "tobacco free" environment. Smoking is not permitted in The Clement or the school. Smoking is permitted in designated areas only.
- No open flames are permitted outside the kitchen with the exception of "sterno" food warmers used by caterers for food. This includes candles. Use of propane heaters inside The Clement or other structures is not permitted. Fire extinguishers are provided in the venue area by The Clement. All vendors and caterers are required to be knowledgeable in the use and location of fire extinguishers at our facility. The Clement staff will identify locations and use of fire extinguishers.
- All events must end by no later than 10:00 PM.

10. Security

The Clement does not accept any responsibility for damage to or loss of any articles or property left at The Clement prior to, during or after the event. The Client agrees to be responsible for any damage done to The Clement by the Client, its guests, invitees, employees or other agents under the Client's control or direction. At all events, The Clement will appoint a representative to be in charge of the event, open and close buildings, and be available during the event. Certain events that end after dark will be required to have security personnel present. Clement is not responsible for security. All security costs are the responsibility of the Client.

The decision on whether to hire security is at the discretion of the client. The client knows the number of invited guests, ages and is best suited for making that decision. For example, if you are having 75 adult guests for a wedding and it is a close knit group, you probably do not need security. However, if you are renting to have a punk-rock concert of 100 young adults, security would be a good idea.

Client agrees that The Clement staff may enter and exit the premises during the course of the event. A representative of The Clement will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, etc., and will be available for questions or to respond to your needs or any issues that may arise at any time during your event.

11. Alcoholic Beverages

As the host of a private party, Client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at The Clement during the duration of the event described in this contract. Alcoholic beverages will be purchased and served through a catering service licensed in the Commonwealth of Pennsylvania to sell and serve alcoholic beverages. Alcoholic beverages cannot be self-served. The catering service and its agents will exercise due care in serving alcoholic beverages, and will refuse service to any person appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The catering service or its agents will provide all alcoholic beverages consumed in accordance with the laws and regulations of the Commonwealth of Pennsylvania. Client shall monitor all service of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. The Clement may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuse to leave the premises. The Clement must receive proof in advance that you or persons contracted by you have valid licenses and permits issued by the Commonwealth of Pennsylvania for selling and/or serving alcoholic beverages.

The Client agrees to fully cooperate with and assist The Clement, the catering service, and its agents in enforcing the laws of the Commonwealth of Pennsylvania and the policies of The Clement regarding the consumption of alcoholic beverages.

Vendor staff may not consume alcoholic beverages while on the premises during an event.

12. Smoke Free Facility

The Clement is a smoke free facility. The Clement is a potentially flammable 120 year old historic structure. Open flames, frying, or other cooking is not allowed in or near the Clement as our facility is not ventilated. Smoking is not permitted in any restroom. If smoking materials are discarded in planters, on sidewalks, roadways or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to vacate the premises by the event staff.

13. Catering

The Clement reserves the right of final approval of all outside caterers and any other vendors selected for the event. If the Client selects a caterer that is new to our facility, that caterer should meet with our events manager to familiarize themselves with the facility's rules and to view the facility. All caterers must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least thirty (30) days prior to the date of the event. All caterers must also have all necessary licenses and permits required by the Commonwealth of Pennsylvania, Allegheny County Health Department and any other regulatory entities. If the caterer fails to meet any of the requirements stated above, Client will be responsible for finding another caterer who can meet the above requirements before the event is to occur. Said caterer is to immediately provide the listed items above to The Clement. If no caterer can be found that satisfies the above described requirements before the event is to take place, the Client will still be liable under this contract.

The Clement's catering room is a production space and is to be used only for final food preparation, plating, and bussing. The Clement does not provide dishes, glassware, pots, pans, knives, utensils, etc. The catering room space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event.

The caterer is expected to sanitize all food preparation surfaces before they come into contact with food products. Proper hygiene is required at all times. All food must remain covered at all times prior to plating and

bussing. A walk through of our catering area with a member of our staff is mandatory prior to your event and at the close of your event. All trash including sorted recyclables and properly sorted compostables must be collected and properly bagged. Failure to properly clean the catering area will result in additional costs and will be charged to the Client. The Clement encourages caterers to use green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. The Clement proudly commits to as close to zero waste events as possible. In addition to the foregoing, the caterer is responsible for cleanup of the dining areas. Please allow sufficient time for cleanup of all designated areas at the conclusion of your event. Catering trash, especially food and drink debris may not be left out for cleanup the following morning. All event trash must be disposed of in designated areas at the conclusion of the event.

14. Decorations

The Clement wants to make every event here a special experience. Therefore every effort will be made to allow the Client to prepare and install decorations reflecting their creative requirements. We ask that only the staff of The Clement rearrange and move any furnishings, including but not limited to artwork, lamps, antiques, tables and seating. The cost for The Clement staff to relocate our objects is included in our rental fee. Staples and other penetrating items may be used to secure decorations on our wood surfaces only with the express permission of The Clement. No glitter or foil confetti is allowed on site as it is extremely difficult to clean up. Only low tack tape is allowed on our floors, walls and ceilings.

All decorations must be removed without causing damage to our facility. Because our venue is a 120 year old historic structure, lit candles are not permitted for fire safety reasons. Battery operated tea lights are recommended in lieu of candles. No items may be hung from or attached to lighting fixtures or electrical outlets and switches. Ladders may be used for decorating by the Client. However, you may not stand on tables or chairs. The use of ladders is at your own risk. Any damages caused by securing decorations will be charged after your event.

The Clement reserves the right of final approval for all decorations brought into the facility. In particular, for safety reasons, any items capable of creating an unsafe environment will not be allowed (fireworks, including sparklers, open flames, sharp objects, etc.).

The use of birdseed and blowing bubbles is permitted outside the facility only for wedding reception farewells. Rice, confetti, glitter, pyrotechnics are not permitted inside or outside the facility. Sparklers are allowed outside the property. They can be used outside the building, or in the garden or the parking lot.

15. Rehearsals

The venue can be reserved by the Client for a ceremony rehearsal before the wedding at a discounted rate. Please ensure you allocate enough time for the rehearsal, wedding, and setup/teardown.

16. Music and Entertainment

Please be aware that The Clement is located near residential properties and therefore neighborhood noise regulations do apply. If Client's event creates a disturbance due to high noise volume, The Clement's on site manager has full authority to ask the Client's DJ or live music provider to turn the entertainment volume down and/or off. If repeated disturbances occur, at The Clement's sole discretion, client may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Client.

Loud music must end by 10:00 PM and is allowed only inside The Clement.

DJs, bands and musicians that abuse our usage rules will not be allowed back. The Client is responsible for insuring that music providers understand these conditions.

17. Children

All children under the age of 16 must be supervised by an adult at all times. Children are not permitted to wander the grounds unattended by an adult. Bicycles, skateboards and rollerblades are not allowed.

18. Tent and Other Rentals

Tents and other rentals are not included in the rental fee. The Client is encouraged to consider any other non-included rentals early in their planning so that adequate time is available to schedule necessary rentals.

19. Set Up and Breakdown

If the client arranges for outside vendors to provide linens, decorations, or any other vendor-supplied items, you must notify The Clement prior to the event. A predetermined time will be allotted when The Clement will open the facility for vendor deliveries. Every effort will be made to allow set up to occur the day before your event and for breakdown to occur the day after your event. However, other functions at The Clement may result in limited time slots available for set up and breakdown of your event.

Decorations, linens, and other items provided by the client must be removed no later than the morning after the event (10:00 AM), otherwise charges may apply for removal and storage of these items. The Clement takes no responsibility for securing said items nor is The Clement responsible for any damage or loss. In the event The Clement is asked to assist in the preparation or transport of items needed for the event, the Client will be billed at the rates set forth in Paragraph 4 (b) of this contract.

The event venue will be in a clean condition prior to your event. You are required to return the space to the same clean condition in which it was found unless payment for cleanup will be made. Otherwise, all trash must be collected, properly bagged, and removed to the trash disposal bins by the client or its caterer. Make sure all rental equipment is packed and ready to be returned and removed from the site no later than the morning after your event unless approved otherwise by The Clement.

Event trash on the grounds, sidewalks, roadways and lawns (including cigarette butts) must also be cleaned up and placed in designated disposal containers. If signs were placed in the neighborhood, they must also be removed.

The Clement is not responsible for checking in, checking out or signing for delivery or pick up of any items brought into or removed from the venue by rental companies hired by the Client. All packing materials and excess materials (such as bubble wrap, boxes, hangers, wrapping paper, etc.) created by Client deliveries must be removed and disposed of by Client's rental companies. The Clement trash receptacles are not to be used for vendor delivery debris. Extra charges may apply if the foregoing terms are not followed.

Limited storage space is available on site. If there is a need to temporarily store vendor rental items, Client should consult with The Clement prior to delivery.

20. Cleanup

The Clement includes only nominal cleanup in its rental fees. We provide sweeping and, if necessary, vacuuming of interior event areas used by the Client. Hand scrubbing, power washing, hose-down of areas and other similar efforts to clean up spills, etc. will be billed to the Client as per Paragraph 4 (b) herein. Extra cleaning resulting from misuse or abuse of any of our facilities is not included in our rental fees and will be billed to the Client pursuant to Paragraph 4 (b). We ask and expect that our guests will treat our facilities just as they would their own home.

21. Parking

Our parking area accommodates approximately 20 cars. If additional parking is needed, street parking may be

used. The Client may provide its own valet personnel (minimum of two) or this service can be provided by The Clement at additional cost. Vendors and guests are encouraged to carpool whenever possible to minimize congestion in the parking areas and on our roadways.

22. Courtesy Protocol

The Client understands and will inform their guests and vendors that The Clement prohibits discrimination on the basis of race, color, sex, age, handicap, familial partners, religion, and/or national origin. The Clement reserves the right to request any person or group acting unruly and contrary to rental regulations to leave the premises immediately. Assistance from law enforcement agencies may be requested if this request is not met.

23. Lost and Found

The Clement takes no responsibility for personal effects left on the premises before, during, or after the event. We do, however, maintain a lost and found and will hold recovered items for up to thirty (30) days. Every attempt will be made to return any recovered items to their rightful owners.

24. Photography, Promotions and Copyright

It is important to us that you have an enjoyable and successful event. Should The Clement be engaged in the promotion or co-production of your event, it is necessary that we see and approve all marketing messages and communications you plan to issue. The Clement is our name – please do not shorten or abbreviate it.

We are happy to provide professionally created images of our venue and our logo for promotional materials. The Clement shall have the right to take photographs and videos at your event for marketing purposes. All rights to and use of photographs and videos taken by us belong to The Clement. The Client also has the right to take photographs and videos of the event. Any commercial use of the likeness of our buildings and grounds is prohibited without the express written consent of The Clement.

25. Damage Incidents

If, during the course of your event, accidental damage does occur it should be reported immediately to The Clement so arrangements can be made for quick cleanup and restitution. Damage to any room, space, furnishings, and/or equipment by the Client or its guests or vendors will result in appropriate charges based on fair market cost of replacement, repair, additional cleaning, etc. to The Clement property or equipment. If there is a cost factor associated with a damage incident, the price will be deducted from Client's damages deposit prior to refund with written disclosure of pricing.

26. Unforeseen Events

Client agrees that The Clement and its officers 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, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

Delays or non-performance excused by this provision shall not excuse payment of any amount owed by the Client at the time of said occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made to the Client no later than fourteen (14) days after the date of the event. Last minute cancellations of outdoor site use due to inclement weather will not be considered for refunds.

For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm,

hurricane watches and warnings, lightning strikes, etc., The Clement reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.

27. Township, County, State, and Federal Laws

Client agrees to comply with all applicable township, county, state and federal laws and shall conduct no illegal act on the premises.

This contract shall be governed by the laws of the Commonwealth of Pennsylvania.

28. Assignment

This contract may not be assigned in whole or in part by the Client without the express written consent of The Clement.

29. Entire Agreement

This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

30. Amendment

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

31. Severability

If any provision 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 of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

32. Waiver of Contractual Right

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

33. "As Is" Condition

The Clement is a 120 year old historic structure that has undergone extensive restoration, renovation and upgrading of facilities. The Client recognizes that, as such, the facility is accepted "as is" and "with all faults".

34. Signatures

By signing below, the Client agrees to pay for any damage to the interior or exterior of the said property and/or its furnishings from actions taken by the Client, their guests, or by any person contracted or otherwise hired by the Client for the event. The Client agrees to hold The Clement and its employees harmless, including court costs and attorney fees, in any legal action which may result from this event. Please also initial all pages of this agreement in the lower left corner of each page.

Client

First name

Last name

Signature

Sign here

The date will be recorded once the form is submitted.

The Clement

First name

Last name

Signature

Sign here

The date will be recorded once the form is submitted.