

FiftyForward Martin Center Facility License Agreement

Date: _____

Parties: FiftyForward MARTIN CENTER (hereinafter referred to as "CENTER")

_____ (hereinafter referred to as "LICENSEE")

Facilities Used: In consideration of the license fees set forth herein, the CENTER hereby grants to LICENSEE permission to use the licensed portions and common areas of FiftyForward Martin Center, Brentwood, Tennessee for the purposes described below, at the following times, and according to the terms and conditions stated herein.

License Period Dates and Times

Specific Use or Event: LICENSEE shall utilize the CENTER for the sole purpose of

1. Type of Event: _____

2. Time Periods: Set-Up: _____ to _____ Date: _____

Event: _____ to _____ Date: _____

Clean-Up: _____ to _____ Date: _____

3. Estimated Attendance: _____

4. Areas to be used: _____

5. Activities: _____

6. Caterer: _____ Phone(s): _____

7. Alcoholic Beverages to be served? Yes _____ No _____

If yes, which of the following? Champagne _____ Beer _____ Wine _____

Bartender: _____ Phone(s): _____

8. Florist: _____ Phone(s): _____

9. Musicians: _____ Phone(s): _____

10. Rental Equipment: _____ Phone(s): _____

11. Other Deliveries or Services: _____ Phone(s): _____

_____ Phone(s): _____

Absolutely NO rental items may be left in the building after the event. Failure to comply will result in the loss of the entire \$750 damage deposit.

TERMS AND CONDITIONS

The attached Martin Center Facility Use Policies including Center Restrictions and Alcoholic Beverages Policies are incorporated herein and expressly made a part of this Agreement.

FEES

LICENSEE shall pay CENTER the charges and fees for those items as set forth in the Fee Schedule.

	# of hours	on	Date	\$
FACILITY USAGE FEES:	_____	on	_____	_____
	_____	on	_____	_____
KITCHEN FEE:	_____	on	_____	_____
Total estimated Facility Fees:				_____

Building usage is billed from the time the first person enters the facility to set up until the last person leaves after clean up. Facility fees are estimated at the time the Agreement is signed. LICENSEE shall be charged for, and agrees to pay for, all time, services and costs incurred. All deposits required must be paid in full before a LICENSEE can secure and confirm the reservation of the CENTER for any requested dates.

A Reservation and Damage deposit is required to Confirm Reservation:

Reservation Deposit: LICENSEE shall pay a **reservation deposit** of \$_____ which is one-half of Estimated Total Facility License Fees due upon execution of this Agreement. The Reservation deposit is **NON-REFUNDABLE** if event is cancelled.
Payment may be made by: Visa, MasterCard, check or cash.

Damage Deposit: A damage deposit of **\$750** shall be due upon execution of this Agreement. The damage deposit will be returned within forty-five (45) days after the license date if the facility was left in order and all policies were followed. LICENSEE is responsible for any and all damage occurring inside and outside the facility during the license period.
Payment may be made by: Visa, MasterCard, check or cash.

Note: The use of the facility is neither confirmed nor scheduled until both the Reservation and Damage deposits are paid.

FINAL PAYMENT

The final half of the payment is due thirty (30) days prior to the event.

Damage Deposit refund check should be made to:

Name: _____

Address: _____

City, State, Zip: _____

CANCELLATION

Any cancellation of dates and activities must be made by the LICENSEE'S representative in writing to the Center Director at The Martin Center, 960 Heritage Way, Brentwood, TN 37027

1. Cancellation of the Agreement more than thirty (30) days prior to the Event Date: If Licensee provides written notice of cancellation as set forth above, LICENSEE forfeits Reservation Deposit. Damage Deposit will be returned to Licensee within 45 days of notice of cancellation.

2. Cancellation of the Agreement thirty (30) days or less prior to the Event Date: If Licensee provides written notice of cancellation as set forth above, LICENSEE forfeits all payments of Estimated Facility License Fees (Reservation Deposit and Payment at 30 days). Damage Deposit will be returned to Licensee within 45 days of Notice of Cancellation.

3. Cancellation of the Agreement Fifteen (15) days or less prior to the Event Date or No Show: LICENSEE forfeits all fees and deposits paid including Damage Deposit.

LIABILITY

LICENSEE shall indemnify, defend and hold the Center, its officers, agents, employees and contractors harmless from any and all liability for damage of claims for property damage or personal injury, including death, and any other claims whatsoever, arising out of or resulting from the negligence indemnification shall include reasonable costs of defense, judgments, settlements, attorney's fees and such other costs as may be fixed by the court.

CENTER is not responsible for loss or injury, or damage to persons or property.

CENTER: FiftyForward Martin Center
 960 Heritage Way
 Brentwood, TN 37027
 615-376-0102

LICENSEE: Name _____

 Address _____

 By _____ Title _____

 Phone(s) _____ Fax _____

 Email _____

AUTHORIZED REPRESENTATIVE:

If someone other than the contract signator is to have authority regarding LICENSEE'S organization and the fulfillment of this contract with the Center, please list below.

LICENSEE hereby designates _____

Address _____

Phone(s) _____ Fax _____

as its authorized representative for all purposes under this License Agreement. Notice to such representative by CENTER shall be deemed note to LICENSEE. If the foregoing representative is not available, the CENTER shall be entitled to make decisions on behalf of LICENSEE.

The person signing this Agreement declares that he/she has the authority to bind LICENSEE. In the event that the signator lacks such duly granted authority, said undersigned signator personally assumes all liability for fees, costs and damages.

I have read the License Agreement and its terms and conditions and agree to their provisions. I further agree that neither FiftyForward nor The Martin Center shall be responsible for any accident or personal injury to any person, planner, host or guest of the above stated event while utilizing the Martin Center facility.

"LICENSEE"

"CENTER"

FiftyForward Martin Center

By: _____

By: _____

Print Name: _____

Printed Name: Joyce Keistler

Title: _____

Title: Martin Center Director

Date: _____

Date: _____