

ARCADE THEATRE
(OWNED & OPERATED BY VINTAGE SQUARE INC.)
2249 CAREY STREET
SLIDELL, LOUISIANA 70458
985-847-9561

RENTAL AGREEMENT

1. **PARTIES.** Vintage Square, Inc. *d/b/a* Arcade Theatre ("Arcade") hereby rents to the undersigned "Renter" and Renter hereby rents from Arcade, the following described Premises subject to all the terms and conditions set forth in this Rental Agreement, including the attached Exhibit "A" ("Exhibit A").
2. **PREMISES.** The premises rented under this agreement include only the Arcade Theatre building located at 2249 Carey Street, Slidell, Louisiana 70458 (the "Premises"). Renter hereby accepts the Premises and all appurtenances contained therein, including, but not limited to, fixtures, locks, keys, and glass in "as is" condition for all purposes including the suitability of the Premises for the Permitted Use (as defined below) including any vices or defects, latent or otherwise, that may now exist or hereafter arise in the Premises.
3. **RENTAL TERM.** Renter may only use or occupy, and will only have access to, the Premises during the Rental Term set forth on Exhibit A, except as follows:
 - (a) prior to commencement of the Rental Term on a day and at a time to be determined by Arcade in its sole discretion, Renter will be allowed one visit to the Premises for up to 15 minutes in duration to show the Premises to one or more family members, event planners, decorators, caterers and other professionals providing services related to the Permitted Use; *provided; however*, Renter must pay Arcade \$25.00 for every additional quarter of an hour or fraction thereof that Renter occupies the Premises during this visit; and
 - (b) Renter may continue to occupy the Premises immediately following the end of the Rental Term to clean-up and vacate the Premises; *provided, however*, Renter must pay Arcade \$150.00 for every additional hour or fraction thereof that Renter occupies the Premises for these purposes in excess of 30 minutes plus any damages sustained by Arcade as a result of such holdover.
4. **RENT.** On or before 5:00 p.m. on the fourteenth day immediately preceding the Rental Term, Renter must pay Arcade the Rent set forth on Exhibit A which, except as otherwise expressly provided herein, is non-refundable. Renter's failure to pay the Rent by the due date specified in this Section 4 shall constitute a default hereunder. A \$25.00 per day fee will be charged, for each day after specified due date in Section 4, that payment is not received.
5. **SECURITY DEPOSIT.** Renter will pay Arcade on the date this lease is executed by Renter the Security/Damage Deposit set forth on Exhibit A as security for the performance of the terms hereof by Renter. Renter shall not be entitled to interest thereon and Arcade may commingle the Security/Damage Deposit with any other funds of Arcade. The Damage Deposit shall not be considered an advance payment of the Rent or a measure of Arcade's damages in case of default by Renter. If Renter defaults with respect to any provision of this Rental Agreement, Arcade may, but shall not be required to, from time to time, without prejudice to any other remedy, use, apply or retain all or any part of the Security/Damage Deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which Arcade may spend or become obligated to spend by reason of Renter's default or to compensate Arcade for any other loss or damage which Arcade may suffer by reason of Renter's default, including, without limitation, costs and attorneys' fees incurred by Arcade to recover possession of the Premises. If Renter shall fully and faithfully perform every provision of this Rental Agreement to be performed by it, the Damage Deposit shall be returned to Renter within sixty (60) days after the expiration of the Rental Term.
6. **PERMITTED USE.** The Premises shall, subject to the remaining provisions of this Section 6, be used solely for the Permitted Use set forth on Exhibit A. Without in any way limiting the foregoing, Renter will not use, occupy or permit the use or occupancy of the Premises for any purpose which is forbidden by or in violation of any law, ordinance or governmental or municipal regulation, order, or certificate of occupancy, or which may be dangerous to life, limb or property; or permit the maintenance of any public or private nuisance; or keep any substance or carry on or permit any operation which might emit offensive odors or conditions from the Premises; or commit or suffer or permit any waste in or upon the Premises; or use any apparatus which might make undue noise or set up vibrations on the Premises; or permit anyone to smoke in or create an open flame on the Premises. Renter must use designated outside smoking areas. Alcoholic beverages may only be brought onto the Premises by Renter or a licensed caterer. Licensed bartenders are required for functions serving any liquor other than beer and wine and proof of license must be provided to Arcade prior to commencement of the Rental Term. Alcoholic beverages are to be consumed by Renter in the Arcade Theatre only and not in adjacent walks, yards or parking lots. **SLIDELL CITY ORDINANCE AND ST. TAMMANY PARISH ORDINANCE PROHIBITS OPEN CONTAINERS OUTSIDE ANY FACILITY.** Renter shall not sublease the Premises, in whole or in part, or assign this Rental Agreement or grant use of the Premises to others. Use or occupancy by Renter of the balcony located on the second floor of the Premises is prohibited unless approved in advance by an Arcade representative, which approval may be subject to limitations determined by such representative in his/her sole discretion. Under no circumstances may persons under the age of 17 be on the balcony without adult supervision. Any use of the Premises by Renter except as specifically permitted in this Section 6 is strictly prohibited and shall constitute a default hereunder.
7. **ALTERATIONS, IMPROVEMENTS OF PREMISES.** Renter shall not, without the prior written consent of Arcade, make any changes, modifications, alterations, additions or improvements to, or install any equipment or machinery on the Premises. Renter must obtain Arcade's prior approval for any decorations. Items SHALL NOT be affixed in any manner to the wall, doors, ceiling or fixtures of the Premises.
8. **REDELIVERY OF THE PREMISES.** At expiration of the Rental Term or any additional period of occupancy allowed under Section 3(b) hereof, Renter shall return the Premises to Arcade in like order and condition as received, broom clean and free from trash or debris and any decorations installed by Renter.

Renter Arcade _____

9. **RESPONSIBILITY FOR DAMAGES.** Arcade will not be responsible for any damage to the Renter or Renter's guests or to any person whomsoever. Renter's assuming possession of the Premises constitutes an admission that it has examined the Premises and found them in good and safe condition. Renter expressly waives and relieves Arcade of any responsibility whatsoever for damages to the Renter or to any property of the Renter or others arising from the condition, upkeep and maintenance of the Premises or for any and all liability for injuries or damages caused by any vice or defect of the Premises to the Renter or to any occupant or to anyone in or on the Premises or in or on any adjacent streets or other walks or areas adjacent to the Premises. Renter expressly assumes all such liability. Renter further agrees to be responsible for any damage occurring to the Premises during the rental term.
10. **GUESTS.** Renter specifically warrants to Arcade that Renter shall assume full responsibility for any and all guests, invitees, contractors and/or licensees of Renter in or about the Premises and that it will assert proper control over the activities of such third parties while in or about the Premises. Persons under the age of 17 must be under adult supervision at ALL TIMES.
11. **INDEMNITY.** Renter agrees to indemnify, defend and hold Arcade and its owners, officers, directors, manager, employees, agents and representatives (hereinafter "Arcade Group") harmless from and against all claims, demands, actions, damages, loss, liabilities, judgments, costs and expenses, including without limitation, attorneys' fees and court costs for personal injury or property damage (each a "Claim" and collectively the "Claims") which are suffered by any person other than an employee of Arcade Group and arises out of, in connection with or resulting directly or indirectly from the use or occupancy of the Premises and/or any accident, injury or damage occurring in or at the Premises, including, but not limited to, any damage or injury to Renter or to any property of Renter or to any occupant or to anyone in or on the Premises or in or on any adjacent streets or other walks or areas adjacent to the Premises arising from the condition, upkeep and maintenance of the Premises or any vice or defect of the Premises, regardless of whether caused in whole or in part by Arcade Group's negligence and/or any vice or defect of the Premises whether pre-existing or not, or by any violation or breach by Arcade Group of any representation, warranty, condition, obligation or covenant in this Rental Agreement.
12. **DEFAULT BY RENTER.** The violation or breach by Renter or any of Renter's guests at any time of any representation, warranty, covenant, condition or obligation of this Rental Agreement, including, but not limited to, Renter's failure to pay the Rent or additional sums owed when due or the use by Renter or any of its guests of the Premises other than as permitted under Section 6 hereof will constitute an event of default under this Rental Agreement. Upon the occurrence of an event of default under this Rental Agreement, Arcade, at its option, may in addition to all other rights and remedies provided herein or at law or in equity, without judicial process, terminate this Rental Agreement without notice to Renter (whereupon all obligations and liabilities of Arcade hereunder shall terminate) and, without further notice and without liability, repossess the Premises. Arcade shall be entitled to recover from Renter all loss and damage Arcade may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise. Upon termination of this Rental Agreement due to the default of Renter or Renter's guest, Arcade may remove, or cause to be removed, all effects from the Premises and store the same in Arcade's or Renter's name, but at the cost, expense and risk of Renter, without liability to Arcade for loss or injury thereto, and without prejudice to Arcade's lien, privilege and security interest securing the sums due hereunder.
13. **WAIVER OF LOUISIANA UNFAIR TRADE PRACTICES LAW.** It is the intent of Arcade and Renter to waive all of the provisions of the Louisiana Unfair Trade Practices and Consumer Protection Law, Chapter 13 of Title 51 of the Louisiana Revised Statutes ("LUTPA") as such provisions are or may be applicable to this Rental Agreement and the transaction evidenced hereby. Arcade and Renter hereby agree, for themselves, their agents, property managers, brokers and contractors and their respective heirs, personal representatives, successors and assigns, that all of the provisions of the LUTPA which are or may be applicable to this Rental Agreement and the transaction evidenced hereby are hereby WAIVED, including specifically, without limitation, all rights and remedies resulting from or arising out of any and all acts or practices of the other party or their agents, property managers or brokers or their respective heirs, personal representatives or assigns in connection with this Rental Agreement and/or the transaction evidenced hereby, regardless of whether such acts or practices occurred before or after the execution of this Rental Agreement. The provisions of this Section shall survive the execution and any termination of this Rental Agreement.
14. **OTHER SERVICES.** Nothing herein shall be construed as obligating Arcade to provide Renter, nor does Arcade agree to provide Renter, with any goods, services or property not expressly described herein, whether such goods, services or property may be necessary to or required by Renter in connection with the Permitted Use.
15. **CANCELLATION.** In addition to Arcade's right to terminate under other sections of this Rental Agreement, Arcade reserves the right to terminate this Rental Agreement at any time prior to the commencement of the Rental Term (whereupon all obligations and liabilities of Arcade hereunder shall terminate) if it is determined by Arcade or any of its representatives that a Permitted Use or Renter is not compatible with the Arcade Theatre building or Arcade's staff. In this event, Renter will be notified in writing without explanation and Renter's sole remedy will be the return of all deposits or Rent payments within 15 days.
16. **MISCELLANEOUS.**
- 16.1 All notices required or permitted by this Rental Agreement shall be in writing and shall be sent via (i) hand delivery (ii) United States Postal Service, return receipt requested, (iii) nationally recognized overnight courier (with delivery charges prepaid), (iv) facsimile, or (v) e-mail, in each case, to the street address, facsimile number, or e-mail address, if any, set forth on Exhibit A (or such other street address, facsimile number, or e-mail address, if any, as shall subsequently be provided by written notice by a party to the other parties). Such notice shall be effective (i) at the time of delivery, if sent via hand delivery, (ii) on the date set forth on the return receipt, if sent via United States Postal Service, (iii) one day after being deposited with a nationally recognized overnight courier, (iv) upon confirmation of facsimile transmission, or (v) at the time that receipt of the notice is acknowledged by the recipient via return e-mail.

- 16.2 No waiver by Arcade or by Renter of any provision of this Rental Agreement shall be deemed to be a waiver by either party of any other provision of this Rental Agreement. No waiver by Arcade of any breach by Renter shall be deemed a waiver of any subsequent breach by Renter of the same or any other provision. The failure of Arcade to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Rental Agreement shall not be construed as a waiver or a relinquishment thereof for the future. Arcade's consent to or approval of any act by Renter requiring Arcade's consent or approval shall not be deemed to render unnecessary the obtaining of Arcade's consent to or approval of any subsequent act of Renter. No waiver by Arcade of any provision of this Rental Agreement shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party.
- 16.3 This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- 16.4 All of the covenants, conditions and provisions of this Rental Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 16.5 If any provision of this Rental Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Rental Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 16.6 Regardless of the cause thereof, Renter agrees to waive all Claims for consequential, indirect or remote damages from Arcade Group.
- 16.7 Whenever a period of time is herein prescribed for action to be taken by Arcade or Renter, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, named tropical storms, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party, provided, however, in no event shall the foregoing apply to the financial obligations of either Arcade or Renter to the other under this Rental Agreement, including Renter's obligation to pay any amount payable to Arcade hereunder.
- 16.8 Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Rental Agreement.
- 16.9 This Rental Agreement, including Exhibit A, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned on this Rental Agreement, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Rental may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, Arcade and Renter have executed this Rental Agreement to be effective as of _____, 20_____.

BY EXECUTING THIS AGREEMENT, RENTER AND ARCADE ACKNOWLEDGE THIS AGREEMENT PROVIDES FOR INDEMNIFICATION FOR THE OTHER PARTY'S NEGLIGENCE, CERTAIN WAIVERS OF LIABILITY AND THE RELEASE OF CERTAIN POTENTIAL CLAIMS.

ARCADE REPRESENTATIVE:

VINTAGE SQUARE, INC.

 Sign & Print Name Date

RENTER:

 Sign & Print Name Date

**EXHIBIT A
TO
RENTAL AGREEMENT**

Terms of Rental

1. Rental Term commences at _____ and ends at _____
on _____, _____. Doors will open at _____.
2. Rent is \$ _____ for _____ hours. Type of Event: _____
3. Security Deposit for Event **\$350.00** (Non-Refundable) which goes towards Rental Rate
Plus Damage Deposit **200.00** (Refundable) due 2 weeks before event.
The Security Payment and any additional payments received prior to event are Non-Refundable.
4. Clean Up Fee: \$ _____ (Non-Refundable)
5. Permitted Use of the Premises includes _____.

 **Use of BUBBLES, RICE, CONFETTI OR GLITTER anywhere in the facility or on premises may result in loss of Damage Deposit. Pictures CANNOT be removed from walls. All decorations must be approved by the Arcade Events Coordinator.**

6. Notice information is as follows:

If to Arcade, then to:

**Vintage Square, Inc.
39362 I-59 Service Road
Pearl River, LA 70452**

Make all checks payable to: *Vintage Square Inc.*

If to Renter, then to:

Renter's Name: _____

Address: _____

City/State/Zip: _____

Phone/Cell Number: _____

Email Address: _____

Anticipated Attendance: _____

Surprise Party – Do Not Mail any Correspondence

Bride/Groom's Name: _____

Caterer, if any: _____

Bakery, if any: _____

Entertainment, if any: _____

Special Instructions: _____

ARCADE THEATRE

INFORMATION SHEET

PLEASE PASS THIS SHEET TO ANY AND ALL PARTIES INVOLVED WITH YOUR EVENT

- * An Arcade Theatre Representative will speak to you 1 week prior to your event to go over all details, set-up, etc. in order to be prepared for your event day.
- * Arcade Theatre Representative will open the doors 1 ½ hours before your event. Please let your caterer, bakery, D.J., etc. aware of this.
- Arcade Theatre Representatives *are not* responsible for preparing your buffet table, bar area or any type of personal set up before your event.
- **Clean up fee** – Arcade Representative will clear your guest tables only and empty trash cans as needed. **Renter is responsible for clearing cake table, buffet table and bar area. Clean up must be finished ½ hour after event and all items must be removed from the Arcade Theatre the night of your event. Arcade representatives will not open doors any day after event to retrieve remaining items.**
- * If you are having your event catered, make sure you know exactly what to expect from your caterer:
 - 1) Do they provide linens? If not, the Arcade can provide extra linens at \$12.00 each.
 - 2) Will they set up your food in a manner that it is ready to serve when your guest arrive?
 - 3) Will they provide serving utensils for your dishes that require spoons, ladles, meat forks, etc.?
 - 4) Will they provide extra sternos for longer events?
 - 5) Do they provide servers and clean up buffet area after your event?
- * Arcade Theatre will provide linen for your cake table and your gift table and both will be skirted. Linens for guest tables will also be provided. We can also provide a table with a linen for your DJ, if needed. Extra linens are available at an extra charge. Ruined linens (ie: burned, candle wax stains, etc.) are deducted from your damage deposit.
- * Arcade Theatre has center pieces that you are welcome to use. All candles used must be contained in an enclosed and have a plate, dish or reservoir on the bottom.
- * A refrigerator and microwave is also available. Both must be cleaned after use. A \$25.00 clean-up fee will be assessed if either must be cleaned by the Arcade.
- * Balcony will be **CLOSED** during events. Special arrangements can be made for balcony use. Children are not allowed upstairs.

Use of BUBBLES, RICE, CONFETTI OR GLITTER anywhere in the facility or on premises may result in loss of Damage Deposit. Pictures **CANNOT be removed from walls.**