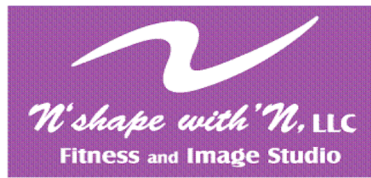


N'Shape with'N Fitness and Image Studio



617A East 28th Street
Charlotte, NC 28205

Facility Rental Business Agreement

Host your next event at The N'Shape With'N Fitness and Image Studio. Located in the historic NoDA District, we are centrally located on 28th street and Davidson Street. Easy access from uptown Charlotte, we are a short drive from just about everywhere. Charlotte Douglas International Airport is just 15 minutes away.

Description

N'Shape with'N Fitness and Image Studio is a sophisticated destination which offers a variety of rental amenities to make your event a special occasion. Whether planning a traditional or cutting edge wedding, themed birthday party, family reunion, or corporate meeting, the Image Studio has the perfect indoor space for you.

Visit our website at www.nshapewithn.com. We have available the Perfect Size Room and a Great Location for your special event. Affordable and inexpensive to decorate. The Venue is a strictly NO SMOKING Venue which all Lessee/clients must strictly enforce at all times.

Amenities:

Our amenities include a:

- Relaxed Contemporary setting
- Fabulous Decor
- Excellent Reception desk area to greet your guest
- State of the Art Sound System and technology for meeting purposes - DVD; VCR; TV, laptop connections, wireless high speed Internet, and cable TV.
- Beautiful Stage with lights – ideal for a small band and D.J Equipment
- Ergonomic floor perfect for dancing, fitness and activities w/rubber or athletic shoes, or
- Carpeted floor for more upscale events
- Tables and chairs included in rental fee
- Nicely Heated & air conditioned space
- Free on- site parking
- Handicapped Accessible
- Outside Catering Allowed

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Capacity:

- The facility has a seating capacity of one hundred and twenty (120) and is available for meetings, closed parties, dances, weddings and receptions.
- Rental of the facility includes: the counter area, the down stairs floor space, tables and chairs, the stage, the restrooms, and the parking lot area.
- Pre-cleaning of the facility is also included in the rental price.

Availability:

The facility is available for rental on the following days and times:

- Sunday from 9:00 A.M to 1:00 A.M
- Monday through Friday from 8:30 P.M to 1:00 A.M
- Saturday from 2:00 P.M to 1:00 A.M

Contact for reservation:

- To reserve your date please contact our Sales Administrator: **Daisy Pritchett** at 704-334-4848 ext. – 103

Rental Fees:

- Hourly Fee: \$125 an hour; minimum rental - 4 hours
- Full Day Rental: \$1,000
- All members of N'shape with'N will be given a 10 % discount on all rentals.

Normal Rental Fees: January through December (**Excluding Holidays**)

Rental Hours	Cost per Hours
4	\$500
6	\$750
8	\$1,000

- Use of Tablecloth(s) - Cost Applicable only if used \$10.00 (Each)

Application and Deposit:

- All Lessees must be at least twenty-one (21) years of age.
- Prior to an event, the organization or individual renting the facility (Hereafter referred to as "Lessee") must submit an application and pay a \$300 deposit to reserve the facility at least fourteen (14) calendar days prior to the event. The N'Shape With'N facility is not reserved until the \$300 deposit has been paid.
- The deposit is not part of the Rental Fee. It is held as a security deposit and will be refunded within fourteen (14) days after the use of the facility provided there are no damages to the facility

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and no additional cleaning is required. The security deposit is not refundable in case of cancellation of the event.

Event Payment Terms:

- An estimated guest count is due at the time the reservation is made. We require an initial non-refundable deposit of 50% at least fifteen (15) Calendar days before the event.
- The final guest count and non-refundable balance is due five (5) calendar days prior to the event.

Payment is to be made via company or certified check, cash, money order, or credit card. A credit card is required to guarantee any charges that may be incurred over the total balance paid. Checks are to be made out to the **N'Shape With'N** and can be mailed or hand delivered to the attention of your group sales representative to the following address:

**617 A East 28th Street
Charlotte, NC 28205**

Cancellation Policy:

- Lessee agrees that should you have to cancel this agreement or commitment altogether, liquidated damage fees shall be paid to the Lessor by Lessee.
- In the event of a cancellation of any kind, Lessee shall forfeit the security deposit.

Event Security:

- Lessor reserves the right to require police security for certain events. Expenses for such security will be the responsibility of the Lessee sponsoring the event.
- Up to two (2) N'Shape with'N staff members will be present during the entire event.

Set Up Time:

- Lessee's set up time for decorating; setting up for food, the band or DJ is included in the rental time period. Lessee is granted one half () hour of set up time and one half () hour breakdown time which is included in the rental fee. It is the Lessee's responsibility to ensure that the caterers, band and/or DJ set up is during the allocated time.
- Lessee must pay for additional time required for set up. If you require additional set up time for your event, there will be a charge of \$50 per additional one half () hour added to the hourly fee. All additional time is based on availability.
- N'Shape with'N management staff members are prohibited from assisting in any set up or removal of personal belongings.

Clean Up:

- The Lessee is responsible for cleaning the floor and restroom areas of debris and must remove all tablecloths, disposable tableware and decorations.
- The Lessee also must wipe off all tables and empty all trash container(s) and place in outside garbage container (s). In addition, the Lessee must restack all folding chairs and tables in their respective storage areas.

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- Caterers, musicians and DJ's must remove their equipment from the facility within the allotted rental time.
- Late fees will be charged to the Lessee at the specified rate if additional time is needed.
- The Lessee/Client agrees to at all times keep all areas of the building clean and the passageways clear and accessible to persons with wheelchairs.
- The Lessee/Client agrees to properly dispose of all food, trash and garbage at the close of the event. Restrooms will be re-stocked at regular intervals.
- The Lessor will provide trash container (s) and bag (s).

Decorations:

- Decorations cannot be attached to the walls or doors. Decorations must not pose a fire or safety hazard. Lessor reserves the right to disapprove any decoration that may damage the facility or pose a fire or safety hazard.
- Tables and chairs are included in the rental fee and will be furnished.
- Chairs & tables owned by N'shape with'N may be used only inside the building.
- Tablecloths are available at a fee of \$10 each tablecloth used.
- Lessee is totally responsible for all table coverings and any other decorations that may be used.

Ticket Sales:

The facility cannot be used for any function where tickets are publicly advertised through radio, television or print media or where tickets will be sold at the door, without prior approval from N'Shape With'N, LLC ("Lessor").

Smoking:

- Smoking is strictly prohibited inside the N'shape with'N building and a designated smoking area outside is to be used for the collection of ashes and cigarette butts.

Catering:

- Lessee/Client can bring in an outside caterer to provide food.
- Guests are not allowed to drink outside of the building.

Event Planning

- If needed N'Shape with'N will provide an event planner at an additional cost to the Lessee.

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Denial of use:

- N'shape with'N may deny use of its facilities if the use would interfere or conflict with the studio's programs and services; interfere with the free flow of pedestrian or vehicular traffic around the facility; involve illegal activity; cause a hazard or damage to facilities; or create undue stress on studio resources.
- N'shape with'N may also deny use to an applicant that has used the facilities in the past and has damaged the studio property, has left buildings and grounds in excessive disorder, or has failed to cooperate with staff concerning use of the facilities.

Hold Harmless:

To the extent permitted by law, facility users shall protect, save, and indemnify N'Shape with'N from and against any and all claims, demands, causes of action, suits, or legal judgments (including costs and expenses incurred in connection therewith and including any costs and expenses incurred by N'Shape with'N in establishing its rights to indemnification) for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Fitness and Image Studio's premises by the lessee/clients, users, their agents, or invitees. In the event of any claims made or suits filed, N'Shape with'N shall give the facility users prompt notice thereof, and the facility users shall have the right to defend or settle the claim or suit to the extent of their interest.

Loss or Damage to Facility and Equipment (Assumption of Responsibility):

When N'Shape with'N grants permission to use its facilities, it is with the expressed understanding and condition that the facilities user assumes full responsibility for any loss or damage resulting from such use and agrees to hold harmless and indemnify N'Shape with'N against any loss or damage claim arising out of such use. If N'Shape with'N property is damaged or lost during the time covered by a facilities use agreement, N'Shape with'N will determine the dollar amount of the damage or loss and will bill the requester accordingly. Client is responsible for all their guests during the beginning and end times stated in this agreement and until they have vacated the N'Shape with'N facility and parking lot area.

Liability:

N'Shape With'N reserves the right to inspect and control all private functions. The Lessee/Client is responsible and will be charged accordingly for any damage, loss, or liability incurred by N'Shape With'N due to negligence of the lessee/client, the guests of the client, and/or any persons or organizations contracted by the client. N'Shape With'N cannot assume responsibility for personal items and equipment brought onto the property.

Event Information and Key Contacts:

Applicant Name: _____

Applicant Address: _____

Applicant Telephone Numbers: _____

Applicant E-mail Address: _____

Is the proposed event to be conducted for or in association with an Organization? ____ Yes ____ No

If yes, state the following:

N'Shape with'N Fitness and Image Studio

Organization Name: _____

Organization Address: _____

Headquarters Telephone: _____

Is there an event Chairperson? ____ Yes ____ No If yes, state the following:

Name Event Chair/Contact(s) At Organization: Name(s) _____

Telephone numbers: _____

Name of Event: _____

Purpose of Event: _____

Proposed Date(s) for Event: _____

Proposed Start time: _____

Proposed set-up time: _____

Proposed End Time: _____

Statement of Agreement and Signature:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Lessee/Client Signature

N'Shape with'N LLC. Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Phone: _____

Phone _____

Date: _____

Date: _____

Application Status:

APPROVED: ____

DENIED: ____

-End of Document-