Reviewed for Code Compliance
Inspections Division
Approved with Conditions

EVENT SPACE RENTAL AGREEMENT AN

THOMPSON'S POINT

Forefront Events, LLC.

Date: 05/11/16

Event Venue: **"The Depot"**

Event date: 5/14/16 Set-Up Time: 7 AM * Event Start Time: 12 pm Event End Time: 5pm Wrap Time: 7 PM *

Event name: Street Eats & Beats Number of Guests: Total: 3,000

Single Event or multiple days/nights: Single Event

Details (For the best event pre-planning and production please provide, on page two, a detailed plan and desired schedule for specific times and aspects of your event).

Client/Corporation ("Renter"): Townsquare Media

Address: One City Center 3rd Floor City: Portland State: ME Zip: 04101

Contact: Michelle Buck Company: Townsquare Media

Primary Phone: 207-321-4258 Secondary Phone: 207-671-1251

Email Address: Michelle.Buck@townsquaremedia.com

NOTE: rental time is based on Twelve (12) hours, which is inclusive of load-in and load-out. Additional time, if needed or requested, is subject to additional fees. It is understood that your event may be shorter than 12 hours.

- A signed contract and date-hold deposit in the amount of $500.00 (per each 12-hour rental period) must be received to reserve your date(s) and time(s). The date cannot be held without receipt of payment.
- The balance of your space rental fee is due thirty (30) days prior to your event.
- A refundable $500.00 Security Deposit is also due thirty (30) days prior to your event
- Miscellaneous costs, such as bar, catering, furniture, and equipment rentals are due ten (10) days prior to your event, if applicable.
- A copy of your Special Event Liability insurance (see insurance section on page 2) is due no later than ten (10) days prior to your event.
- Any additional costs that arise will be due within two (2) days after your event (i.e. ticket surcharge).
- Rental fee(s) for your event(s): $ 2,750.00

Payments should be made to: **Forefront Events, LLC.** Cash, check and major credit cards are accepted. A credit card authorization form is located on the last page of this contract.

No refunds of the space rental fees will be paid 25 days prior to an event, as your agreement to rent a Thompson's Point venue on this date may cause the loss of additional bookings or business. reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation.

Acknowledged, agreed and authorized by "Renter": Michelle Buck Date: 4-6-16

Acknowledged and agreed by Forefront Events, LLC: Soleil Dufour Date: 4/26/2017

Please initial and date the following three pages.

* Times to be determined

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CONDITIONS AND RESPONSIBILITIES OF RENTER

Date: 05/11/16

*Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping **Thompson's Point** a well maintained and safe location for future use.*

DEPOSIT/RENTAL FEES

A signed contract and date-hold deposit in the amount of $500.00 (per each 12-hour rental period) must be received to reserve your date(s) and time(s). The balance of your space rental fee is due thirty (30) days prior to your event. A refundable $500.00 Security Deposit is also due thirty (30) days prior to your event. Miscellaneous costs, such as bar, catering, rentals, etc., are due ten (10) days prior to your event, if applicable. Any additional costs that arise will be due within two (2) days of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Rental Fee(s): $ 2,750.00 **Additional Fee(s): $ 1.50 per ticketed attendee ($1,000.00 minimum guarantee).**

INSURANCE

Special Event Liability insurance is required of all renters and is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Forefront Events, LLC. And Forefront Partners I, LP's employees, owners, contractors and contracted vendors against all liability for bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. 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. Forefront Events, LLC., and Forefront Partners I, LP shall be named as an additional insured of 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. Any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their certificate of insurance and catering License to Forefront Events, LLC., naming the Forefront Events, LLC/Forefront Partners I, LP as stated, and must be delivered at least one month prior to the event.

Failure to provide timely insurance certification will result in forfeiture of the hold and any deposits.

LIABILITY

Renter agrees to indemnify, defend, and hold Forefront Events, LLC/Forefront Partners I, LP, its landlord, building owners, officers, employees, and agents harmless of and 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 of payment by renter, its employees, and agents of alcoholic beverages at Thompson's Point c/o Forefront Events, LLC/Forefront Partners I, LP,

In the event Forefront Events, LLC/Forefront Partners I, LP, 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 agreement, renter agrees to pay Forefront Events, LLC/Forefront Partners I, LP, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Forefront Events, LLC/Forefront Partners I, LP, including all collection expenses and interest due.

CATERING STANDARDS

We highly recommend that a caterer from our recommended caterers list be used for your event. Our recommended caterers have experience working at Thompson's Point and are familiar with our regulations, policies, and procedures.

Insurance/credit card—all caterers working at Thompson's Point are required to have a valid certificate of insurance and a credit card on file with us.

Kitchen Policy—Thompson's Point kitchen is production space and is to be used for final food presentation, plating and bussing only. Please note that Thompson's Point does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. A final walk-through with a member of our event staff is mandatory at the close of your event. Please refer to check lists posted in the kitchen production area.

Caterers must remove all trash, composting and recyclables from the site. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the caterer. Failure to remove or clean will result in additional fees to caterer and will be charged to the caterer's credit card on file. Forefront Events, LLC/Forefront Partners I, LP, encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. Thompson's Point proudly commits to as close to zero waste events as possible.

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CATERING/BAR GUEST COUNT

Final guest count changes must be submitted in writing at least ten (10) days prior to your event. And although additions may be made to your guest list up to two (2) days prior to your event, no refunds will be given for reductions to the guest count ten (10) days prior to your event.

CAPACITY

- Brick South—TBD
- The Depot—5,000
- The Circus Room—TBD

LIFE SAFETY

Events with (or the potential to have) Public Attendance greater than 2,000 Thompson's Points' Life Safety plan will go into effect. A copy of the plan will be provided to you and all aspects of said plan MUST be adhered to at your ("Renter") cost. This plan ensures the safety of all visitors, guests, employees and patrons of Thompson's Point. All costs associated with renter's failure to comply with this plan shall be borne by the renter.

SITE DECORATION

Thompson's Point wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of Thompson's Point rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items are to be used on our walls or floors. No glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event.

CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building and no loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of Forefront Events, LLC/Forefront Partners I, LP, staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the event costs shall be made.

LIVE MUSIC/DJs/NOISE

Thompson's Point encourages music and lots of dancing! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, Thompson's Points onsite manager has full authority to ask the renter, dJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Forefront Events, LLC/Forefront Partners I, LP, discretion, renter 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 renter. Per the City of Portland a permit is required for any stage being used and/or a single concert permit is also required for amplified music. These costs will be the sole responsibility of the "renter" and copies of said permits must be provided to Forefront Events, LLC. Five (5) days prior to event. All costs associated with renter's failure to comply with this plan shall be borne by the renter.

Loud music must end by 10 p.m. during weeknights (Sunday thru Thursday) and by midnight on weekends (Friday and Saturday). Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

PARKING

Parking is limited to the designated lot(s) assigned to the rented venue (space). Parking of your guest(s), attendee(s), or anybody associated with your event in any other lot(s) or parking space will result in additional fee(s), vehicle disabling devices (i.e. Boots), and/or towing of vehicle(s). All costs associated with such parking enforcement, including but not limited to the cost of parking tickets, boot removal, etc., shall be borne by the owner of the vehicle in violation of parking regulations then in effect. Some events at Thompson's point are pay-to-park events. These such events may be managed by an outside parking vendor and all signage and parking rules put into place by said vendor must be adhered to. Forefront Events, LLC/Forefront Partners I, LP and their affiliates, agents, officers, and employees bear no liability for damage of any kind to vehicles while on Thompson's Point.
Parking Fee: $ 5.00 per vehicle. Fee will be waived on 20 sponsored vehicles.

CANCELLATION

Date-Hold deposit is non-refundable

From 25 days prior to event: No space rental payment(s) will be refunded.

Contact/Renter Initials: MB **Date:** 4-6-16

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LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe given by Thompson's Point. If there is an eve delivery will be required. Thompson's Point is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by Rental Company, client, or client's representative.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load- out times. This also applies to items left post event for shipment out via courier. Note: it is not the responsibility of Thompson's Point to ensure that pick-ups are scheduled and executed.

CLEANING, TRASH AND EQUIPMENT REMOVAL

Thompson's Point will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found.

Thompson's Point encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. Thompson's Point proudly commits to as close to zero waste events as possible. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the renter or the caterer.

All rental equipment must be removed immediately following your event.

CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, no exceptions. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Forefront Events, LLC/Forefront Partners I, LP reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Forefront Events, LLC/Forefront Partners I, LP, or the safety of its staff, guests, or building contents.

ENTRY AND EXIT

Renter agrees that Forefront Events, LLC/Forefront Partners I, LP staff may enter and exit premises during the course of the event. A representative of Forefront Events, LLC/Forefront Partners I, LP 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 bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

LOST AND FOUND

Forefront Events, LLC/Forefront Partners I, LP take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

PROMOTIONS AND COPYRIGHT

It is important to us that you have a fantastic and successful event. Should Forefront Events, LLC/Forefront Partners I, LP be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. We are happy to provide professionally created images of our space for promotional materials.

We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

A representative of Forefront Events, LLC/Forefront Partners I, LP and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative.

Contact/Renter Initials: MB **Date:** 4-6-16

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CREDIT CARD PAYMENT AUTHORI:

RESURGAM CITY OF PORTLAND, MAINE

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Forefront Events, LLC/Forefront Partners I, LP requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize Forefront Events, LLC/Forefront Partners I, LP) to make a debit(s) to your credit card listed below. Once complete, please email to events@thompsonspointmaine.com or fax to 207.747.5941.

By signing this form you give Forefront Events, LLC/Forefront Partners I, LP permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I_____authorize Forefront Events, LLC/Forefront Partners I, LP to immediately charge my credit account a date-hold deposit. If the duration of my event is more than one 12-hour rental period, a $500.00 deposit will be charged for each 12-hour rental period. Note: date-hold deposits are non-refundable. This payment is for my event on _____

Please note that the space rental fees balance will also be charged to this card thirty (30) days prior to your event. Bar, catering, equipment, furniture, and miscellaneous costs will be charged ten (10) days prior to your event. Any additional costs that arise after that date will be charged within two (2) days of your event.

if you would like to use an alternative payment method (check, additional credit card, cash) for the space rental fees balance, bar costs, catering, equipment, furniture, and/or miscellaneous costs, please check here ☐.

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address_____Billing Phone_____

City, State, Zip_____Email _____

Account Type: O Visa O MasterCard O Ame O Discover

Cardholder Name_____

Account Number _____

Expiration Date _____(dd/YY) CVV2 Number_____(3 digit number on back of Visa/MasterCard or 4 digits on front of AmEx)

SIGNATURE_____DATE_____.

I authorize Forefront Events, LLC/Forefront Partners I, LP to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.