



## . EVENT CONTRACT .

CLIENT: \_\_\_\_\_ POINT OF CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
\_\_\_\_\_ CONTRACT \_\_\_\_\_  
EVENT TYPE: \_\_\_\_\_ DATE: \_\_\_\_\_  
EVENT DATE: \_\_\_\_\_ # OF GUESTS: \_\_\_\_\_  
EVENT TIME: \_\_\_\_\_

WHEREAS, Events with Flaire, a registered trademark of Westside Warehouse, LLC, (“*Provider*”), is an event site provider located at 996 Huff Rd, Suite A, Atlanta, GA, 30318; and,

WHEREAS, said event site contains approximately 6400 square feet of enclosed rental space plus an additional 5,000+ square feet of outdoor and covered patio spaces that are specifically designed, built, decorated, equipped, and operated as a fully functional event site for various social functions such as corporate gatherings, wedding ceremonies, Bar/Bat Mitzvas, receptions, reunions, celebrations, birthday parties, promotional events, and so on ( the “*Event Site*” ); and,

WHEREAS, \_\_\_\_\_ (“*Client*”) is desirous of renting such facility for an event, the purpose of which event is \_\_\_\_\_; and,

WHEREAS, the parties hereto do now wish and intend to set forth and do hereby promise and agree to be bound by the terms and conditions contained in this event contract as follows:

1. The Event Site will accommodate approximately 275 persons standing or 215 persons seated and includes a fully functional catering kitchen and private meeting room. Client shall provide such tables, chairs, serving pieces, entertainment, decorations, flowers, furnishings, food, beverages, serving personnel, event planners, and catering services as necessary. Client has inspected the Event Site and accepts it as being suitable.
2. Client shall lease the Event Site as shown in Exhibit A, attached hereto and by reference made a part hereof, for a period of \_\_\_\_\_ hours beginning at \_\_\_\_\_ and ending at \_\_\_\_\_.
3. Client shall, upon execution of this Event Contract, place a credit card on file with Provider to reimburse Provider for any damages, excessive cleaning, or staff over time that exceeds the above rental period.

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## THE WESTSIDE WAREHOUSE

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4. The consideration for the rental of this Event Site shall be \$ \_\_\_\_\_. The event will last \_\_\_\_\_ hours (events lasting longer than 4 hours will be billed at \$400 per hour of additional time. One half {½} of this sum is a non refundable reservation deposit due upon the joint execution of this Event Contract, with the balance being due and payable in full, {30} thirty days before the date of the event. Payments made by credit card shall include an additional 3% processing fee.
5. Parking for about 120 vehicles is available and adjacent to the Event Site at no additional charge.
6. Included with your rental of the event space are 10 60" round tables, 10 high boys, 5 farm tables, as well as some mismatched antiques. Our staff will set up and take down our furniture at no cost to you. Setup/take down for string lights is available upon request for \$1000 (lights included). Setup/take down for pipe and drape is available for \$500 (white linens included.)
7. A one hour rehearsal ceremony is included with the rental, at no extra charge, subject to venue availability.
8. Provider shall furnish 1 security guard at no additional charge for the event. Upon request of the client, Provider can provide an additional security guard at the expense of the client, at a cost of \$200 per officer per 4 hours. Client anticipates \_\_\_\_\_ attendees.
9. Client vendors shall comply with Provider's policies, rules and established procedures as set forth in Exhibit B, attached hereto and by reference made a part hereof. Any caterer not directly referenced in Exhibit C is subject to approval by Provider, at Provider's discretion.
10. No decorations, sets, signs, plaques, scenery, notices, posters, banners or flags shall be used or posted inside or outside of the Building without the prior consent of Provider. Provider reserves the right to remove at Clients expense such materials which are not approved in advance of which Client may fail to remove prior to the load-out time set forth in this Agreement. Client hereby releases Provider from all responsibility and liability to reason of any damage to or destruction or theft of any decorations, sets, signs, scenery, posters, banners, flags, plaques, musical instruments or any other personal property brought onto or caused to be brought onto to the Premises with or without Provider's consent, at any time before, during, between or after all functions covered by this Agreement. Confetti, glitter, rice & birdseed are NOT permitted in the Premise or the Building. Nothing can be taped, nailed or adhered in any way to any surface of the Premises. Lights may be strung from beams in main event space and other accents may be hung with proper tools, no damages left. All candles must be enclosed in votive or hurricanes.
11. Client hereby assumes full responsibility for the acts and conduct of all persons admitted to the Premises or to any portion of the Building by the consent of the Client or by or with the consent of any person acting for or on behalf of the Client, which persons include all patrons and guests. In the event any portion of the Premises, or any portion of building or grounds of which the Premises are a part, shall be damaged by the act or omission of Client or by Client's agent, employees, patrons, customers, guests, invitees, or any other persons admitted to the Premises by the Client (collectively, "Client Parties"), the Client

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shall pay to the Provider upon demand such sum as shall be necessary to restore the Premises to the condition that existed prior to the occurrence of the damage. The amount of such damage shall be considered rent hereunder. The payment will be deducted from the credit card on file referenced in Section 3. Client assumes full responsibility for Client's contracted vendors. Client shall not alter, improve, repair or change any portion of the Premises without the prior written consent of the Provider. Provider shall have no liability for interruption of or failure to provide use of the premises because of breakdown, accident, repairs, orders or regulations by any public authority, or for any cause beyond the reasonable control of the Provider. In the event of such interruption or failure, any deposits or payments made by the Client shall be refunded in full.

12. Client shall assure that all Client Parties abide by, conform to and comply with all the laws of the State of Georgia and all ordinances of the city of Atlanta, all regulations of any public authority, any department or board, and rules and regulations of Operator for the management of the Premises.

13. Client hereby waives, releases and agrees to indemnify and save harmless the Provider and its officers, agents and employees from any and all liability, or claims of liability, for damage to or loss of property or for bodily or personal injury (including death) of Client or of any Client Party, except liability for bodily or personal injury caused by the gross negligence or willful misconduct of the Provider.

14. Client is aware and does hereby acknowledge that Provider does not have a license to sell wine, beer, or liquor, and that any provision made for the serving of alcoholic beverages must be in full compliance with all applicable local and state laws.

Client must provide their own alcohol for events and alcohol must be served by licensed bartenders with certificate of liability insurance, general liability insurance, and workman's compensation. Self serving of any alcohol on premises is strictly prohibited.

15. No person under the age of 21 shall be served alcoholic beverages, nor will alcoholic beverages be served to any attendee who appears to be intoxicated.

16. Client's event shall be held in an orderly manner that does not disturb the public tranquility, is respectful of health, safety, and disabilities considerations, and does not violate local, state, or federal laws.

17. In the event that a force majeure (such as an act of terrorism, war, fire, act of God, or substantive change in governmental laws) or other such unexpected or uncontrollable event occurs that makes it impossible for either party to the Event Contract to perform with the terms hereof, then such party shall be released from any liability hereunder, this Event Contract shall become null and void, and all monies paid to Provider by Client shall be refunded.

18. Unless caused by the direct negligence of Provider, Client shall and does hereby release and indemnify Provider from any losses suffered during, after, or as a result of their presence at it's event by it's attendees, staff, employees, sub-contractors, providers and other related parties by virtue of physical injuries, death, or property damage, and shall hold harmless said Provider, it's owner, managers, agents, employees, and related parties from any and all liabilities, demands, claims, causes of action, and judgments, including the costs of litigation.

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19. Client is required to purchase liability insurance in the amount of one million ,for the duration of it's event.

20. This Event Contract shall be interpreted under the applicable laws and ordinance of the City of Atlanta, the County of Fulton, and the State of Georgia.

21. If any part of this Event Contract shall be deemed invalid, illegal, or otherwise unenforceable, the remaining terms and conditions hereof shall remain valid and binding and will survive in full force and effect.

22. This Event Contract represents the entire agreement as made between the parties and can only be changed by a written amendment executed by both parties.

WHEREAS, the parties hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*PROVIDER:*

*CLIENT:*

\_\_\_\_\_  
(manager)  
Westside Warehouse, LLC d/b/a  
Events with Flaire

\_\_\_\_\_  
(sign)  
\_\_\_\_\_  
(print)  
DATE \_\_\_\_\_

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