

BRYANT MIDTOWN POA
PAVILION RENTAL GUIDELINES

1. PAVILION FACILITIES

- A. Rentals are on a first come, first served basis.
- B. The rental amount and deposit must be paid in full on the date this agreement is executed.
- C. Rental is available from 8am to 9pm with a **2 hour minimum**
- D. Must be 21 years or older to Rent.
- E. No reservations will be made over the phone.

2. REFUNDS

- A. There are **NO REFUNDS FOR CANCELLATIONS less than fifteen (15) days prior to the rental period.**
- B. If it is 16 days or more prior to your reservation, a full refund will be issued.

3. CANCELLATIONS/CHANGES

- A. Changes are NOT permitted within fifteen (15) days or less of scheduled reservation and refunds will NOT be given.

4. SECURITY DEPOSIT

- A. All Renters shall pay a security deposit of \$150.00. (a separate check or cash) If cash is used a required receipt from the Bryant Midtown POA is to be issued to the renter.
- B. Renters will be billed for any cleanup, and/replacement costs that exceed the \$150.00 deposit. Renters are responsible for their guests.

5. CAUSES FOR FORFEITURE OF SECURITY DEPOSIT

The security deposit shall be partially or totally forfeited for any of the following, but not limited to:

- A. Anything less than total cleanup.
- B. Interfering with the rental time of another renter.
- C. After your event, you may arrange to pick up your deposit the following business day.

6. ACTIVITIES NOT PERMITTED

The following activities may result in partial or entire loss of security deposit.

- A. No Smoking.
- B. No Sales of any kind, admission fees, or other fund raising by individuals, non-profit, or service organizations.
- C. No Entrance fee may be charged at any function.
- D. No Use of rice, bird seed, pinatas or confetti.
- E. No Outdoor music which may bother local residents. No objects may be hung from or attached to the ceiling beams. This includes the use of pinatas.

7. CLEANUP PROCEDURES

Renter shall leave the facility clean and ready for the next group and do so prior to the expiration of the rental period.

Renter is NOT allowed to return at a later time to clean the facility.

Cleanup is your responsibility and shall include but not limited to the following procedures:

A. Complete removal of tape, string, pins, etc. used for decorating.

B. Empty the trash into the containers.

C. Clean the restroom.

D. The immediate parking area shall be cleaned.

8. ALCOHOLIC BEVERAGES

A. NO alcohol consumption will be allowed.

B. The renter is responsible for the conduct of the guests.

9. EMERGENCIES To report any Pavilion Property issues please contact 501.860.3606

ALL MEDICAL EMERGENCIES CALL 911

10. BOUNCE HOUSES You must obtain and provide Midtown Bryant a Certificate of Liability (minimum \$1,000,000.00) from the bounce house rental company.

11. PAVILION CURFEW Hours 8am to 9pm. All activities including music, dancing, socializing, and cleaning must end by the end of the rental agreement time allotment.

12. LIABILITY Bryant Midtown shall not be liable to Renter for any personal or property damages sustained by Renter arising out of or in any manner connected with any activities authorized by this Agreement and/or any activities and/or incidences incidental thereto.

13. INDEMNIFICATION CLAUSE In consideration of the granting of the Agreement by the Board, Renter hereby agrees to indemnify, hold harmless and defend Midtown Bryant POA from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees, which Bryant Midtown POA may suffer or incur or persons, or by reason of damage to or destruction of any property, including the loss, thereof, arising out of or in any manner incidences incidental thereto, or which Bryant Midtown POA may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted by Bryant Midtown POA to enforce the obligation of this Agreement of indemnity. It is the intent of the parties hereto that the Renter shall indemnify Bryant Midtown POA under this indemnification clause to the fullest extent permitted by law, except that Renter shall not indemnify Bryant Midtown POA for the sole negligence of Bryant Midtown POA.