

We're Here Now It's A Party LLC At Cornerstone Cottage:

TERMS & CONDITIONS

(Effective January 2020)

2201 Sieger Villa Court, Louisville, KY 40218

(Linda) 502-432-5748 (Laurie) 502-445-0166

Note: It is the responsibility of the Lessee to fully understand these terms BEFORE signing a contract for rental. It is stated on our contract for rental, that these have been read and understood. Please do so before booking a date with We're Here Now It's A Party LLC At Cornerstone Cottage.

Rental fee and Damage Deposit: The Lessee shall pay the full rental fee and Damage Deposit by the day the Lease Agreement is signed to secure reservation. The rental fee will be cashed immediately while the damage deposit is held(un-cashed) until an inspection is completed following the event. The damage deposit is for the cottage AND catering equipment, supplies, and rentals. Whether damaged by guests or lessee Management at Cornerstone Cottage may repair any damage caused by Lessee's occupancy at Lessee's expense, and deduct the cost from the Damage Deposit. Reimbursement for damages will be taken out immediately following the event and any balance remaining will be forwarded to Lessee. If no damages occur the Damage Deposit will be mailed back to you within one to two weeks after the event.

Failure to Pay Rental Fee and Damage Deposit: In the event that the Lessee shall fail to pay the Rental Fee and Damage Deposit (unless otherwise agreed upon), the reservation can be automatically canceled. *Client will be billed for a returned check fee of \$40 should we receive notice of insufficient funds, or if stop payment is placed on funds, this may also result in loss of future rental privileges with We're Here Now It's A Party LLC At Cornerstone Cottage.

Rental Hours: The rental period will be specified on the Lease Agreement, which includes time for setup for your event as well as cleanup time following your event. Additional hours may be purchased if needed during an event. Please keep in mind that you will be billed the hourly rate for any additional time over your contracted time allotment (this will be taken out of the deposit payment unless otherwise discussed). We REQUIRE to be contacted when your party vacates the cottage (via text or phone call) we have a cleaning staff waiting to clean and/or secure the premises.

Date Holding Policy: We're Here Now It's A Party LLC At Cornerstone Cottage will hold a Date on a case by case basis. We can usually hold a date for 24 hours. Date cannot be secured until rental fee and the Deposit have been paid in full and lease Agreement has been Signed.

Date Change Policy: Any requests for changes in the already contracted date with We're Here Now It's A Party LLC At Cornerstone Cottage are required IN WRITING ONLY (or email) and will be reviewed on a case by case basis.

Cancellation Policy: There will be NO refunds given for cancellations. you may reschedule your event from one calender year from your contract date.

Cancellation due to No-Show:

If Lessee fails to inform We're here now it's a party LLC at Cornerstone Cottage of cancellation, resulting in a NO SHOW during the scheduled event time, We're here now it's a Party LLC at Cornerstone Cottage retains the right to hold the entire rental amount and Deposit. with no reschedule option

Decorations & Care for Interior: Subject to the supervision and approval of We're here now it's a Party LLC at Cornerstone Cottage, Lessee may decorate t Cornerstone Cottage but without use of nails, tacks, screws or other fasteners, tape or other adhesives, on wood, walls, or other surfaces, decorations should be done without defacing the premises in any way. If candles are used, they must be of the no-drip type or glass enclosed. Battery operated pillar candles are suggested. No other type of open flame is permitted. If chairs are moved around, please make sure any chairs used on the hardwood floors have protective pads on the bottom...(our metal chairs do not).

We're here now it's a Party LLC at Cornerstone Cottage Access to Facility: Lessee understands that Cornerstone Cottage staff shall be entitled to have its representative present at all times during the Event, and such representative shall have access to the entire facility at all times.

Service Personnel: Lessee shall be responsible for obtaining florists, musicians, ministers, photographers, or other service personnel it desires, unless a package plan is purchased. Vendors obtained through our package plans are subject to their own Terms & Conditions, please ask for these when you speak with each vendor. Each vendor assumes their own responsibility for providing services at Cornerstone Cottage, and are separate business entities...client assumes final responsibility for coordinating with vendors of their choice (or vendors listed in the packages)._

Setup/Takedown: All deliveries, setup, decorating, takedown and cleanup must be completed within the allotted time set for the in the Lease Agreement. Lessee is responsible for making arrangements to have all decorations removed immediately following the event. All rental equipment must be moved immediately after the event, and within the rental time. Lessee is responsible to be present until facility is vacated and secured (unless Management of Cornerstone cottage are present).

Cleanup and Damage Policy: Lessee shall provide for cleaning of Cornerstone Cottage after the Event. If the Lessee fails to clean immediately after the Event, Management at Cornerstone Cottage may do so at the Lessee's expense and deduct the cost from the Damage Deposit. Management of Cornerstone Cottage may repair any damage caused by Lessee or occurring during Lessee's occupancy, at Lessee's expense, and deduct the cost from the Damage Deposit. Lessee shall reimburse We're here now it's a Party LLC at Cornerstone Cottage upon demand for any damage to or destruction of the Facility, furniture, equipment, fixtures, grounds, landscaping, or any other property owned, used or operated by We're here now it's a Party LLC at Cornerstone Cottage (including surrounding neighbor's property), caused by any act or omission of the Lessee's guests, invitees, licensees, employees, caterers, florists, decorators, musicians, security and other personnel, or agents. If the cost of cleanup, repair and replacement exceeds the Damage Deposit, Lessee shall be liable for the balance, which shall be due and payable on demand, and shall bear interest at the rate of 10% per month. Fees for indoor/outdoor cleanup are listed in our Prices & Provisions page of this site.

CHECKING IN & CHECKOUT: The Cottage will be open and available for you at your rental time given. We will make sure that you have all that you need, we leave the cottage in your hands. We ask that you treat it as you would your own home. A checkout list is posted on the large refrigerator in the kitchen area. One will also be left on the counter in the kitchen for you to checkoff and sign before leaving the building.

Prohibited Activities:

No Smoking is permitted at Cornerstone Cottage (urns with sand are provided outside). Outside cleanup fee may apply if this debris is found on the property grounds or neighboring businesses who allow use of their parking lots. * Alcoholic beverages may be served/consumed in at Cornerstone Cottage, following submission of a waiver of liability form. * Driving and Parking on the grass is prohibited. (You will be notified of neighboring businesses that have allowed for parking for Cornerstone Cottage and the APPROVED HOURS that their parking can be used. * Lessee shall not permit explosive or highly inflammable substances to be brought onto the grounds or into the Facility. * No open burning flames (candles) are allowed. Any candles must be contained.

Signage: Lessee agrees to cooperate with the efforts of We're here now it's a party LLC at Cornerstone Cottage to maintain the integrity and aesthetic quality of our facility by not posting, nailing, screwing or otherwise attaching anything to columns, walls, floors, or other parts of the building, furniture or grounds, or neighboring streets. If Lessee fails to do so, a fee for removal and cleanup (\$40.00) will be charged to the Lessee and will be deducted from the Damage Deposit.

Publicity: We're here now it's a Party LLC at Cornerstone Cottage reserves the right to approve in advance all forms of advertising or publicity when its name is used. The Lessee guarantees that the establishment of a partnership with, or co-sponsorship by, We're here now it's a party LLC at Cornerstone Cottage of any event will not be implied in any way unless the express permission of We're here now it's a Party LLC at Cornerstone

Cottage is included in this Lease Agreement. We're here now it's a Party LLC at Cornerstone Cottage also reserves the right to review and approve in advance all advertising copy that bears its name.

Breach of Lease: We're here now it's a Party LLC at Cornerstone Cottage RESERVES THE RIGHT TO CANCEL THE LEASE IMMEDIATELY UPON THE BREACH OF ANY OF THE TERMS AND CONDITIONS of this Lease. We're here now it's a Party LLC at Cornerstone Cottage may cancel prior to or during the Event. Upon cancellation for breach, Lessee shall forfeit the Damage Deposit, the Rental Fee, and all monies paid to We're here now it's a Party LLC at Cornerstone Cottage.

Impossibility: This agreement is, however, subject to termination for cause without liability to We're here now it's a Party LLC at Cornerstone Cottage, under the following circumstances. Should occurrence of conditions such as strikes, acts of God, civil disturbances, terrorism, disaster, or any other emergency of a comparable nature which are beyond the control of We're her now it's a Party LLC at Cornerstone Cottage render the requested facilities inoperable, unavailable, or unsuitable for their intended purpose We're here now it's a Party LLC at Cornerstone Cottage will have no responsibility for providing alternative facilities, electricity, housing, or catering and will not be liable for any bodily injury, death, property damage, loss, or other services.

Control and Responsibility: None of the provisions of this Lease shall be construed as reserving to We're here now it's a Party LLC at Cornerstone Cottage any right to exercise control over or direct the activities, business or operations of the Lessee in the conduct of the Event. It is understood and agreed that the entire control and direction of the Event shall be and remain with the Lessee, and neither the Lessee nor any other persons employed by him or her shall be deemed or considered employees or agents of We're here now it's a Party LLC at Cornerstone Cottage.

Release From Liability and Indemnity: READ BEFORE SIGNING - Lessee shall protect, indemnify, hold harmless, and defend We're here now it's a Party LLC at Cornerstone Cottage, its officers, directors, employees, agents, servants, and invitees, from and against all losses, claims, liabilities, and other expenses of litigation, because of bodily injury, death, and property damage, which occur, either directly or indirectly, in connection with the Event or Lessee's operations or by reason of any act or omission of Lessee or its guests, invitees, caterers, musicians, florists, decorators, parking personnel, employees or agents, regardless of whether or not such loss, claim, liability or expense is caused in whole or part by any party to be indemnified hereunder. Lessee further assumes the risk and releases We're here now it's a Party LLC at Cornerstone Cottage, its officers, directors, employees, agents, servants, and invitees from any such claims, demands, injuries, damages and causes of action of any nature whatsoever arising out of or in connection with the Lessee's use of the facility, regardless of fault. Specifically, We're here now it's a Party LLC at Cornerstone Cottage shall have no liability for any such losses, claims, liabilities, and other expenses of litigation, because of bodily injury, death, and property damage, which occur, either directly or indirectly, in connection with the Event or Lessee's operations or by reason of any act or omission of Lessee or its guests, invitees, caterers, musicians, florists, decorators, parking personnel, employees or agents. By signing the Lease Agreement, Lessee fully agrees to these terms, and Lessee promises and warrants that he/she fully understands the terms and accepts the terms freely, knowingly, and voluntarily.

Waiver/Covenant Not to Sue: READ BEFORE SIGNING - Lessee fully waives, releases and discharges We're here now it's a Party LLC at Cornerstone Cottage from all claims, damages, actions, and liability now existing or hereafter, arising out of or in any manner connected with the Lessee's use of the Facility pursuant to this Lease. (Example: guests who consume alcohol and cause harm to self or others).

No Assignment: The Lessee may not assign this Lease without written approval from We're here now it's a Party LLC at Cornerstone Cottage Owners._

SPEICAL NOTE:_

Below charges are applied if area &/or supplies used are not left "as you found them" at the start of your event. This includes excessive spills not cleaned up from tile or hardwood as well as trash/cigarette's not cleaned up from the yard area.

Extra Cleaning Fees & MORE:

Indoor: \$200.00 Outdoor: \$200.00 (Applied if area &/or supplies used are not left "as you found them" at the start of your event)

Each additional hour of rental (If rental time is exceeded). \$50.00