

## Kira's Oasis Usage Terms and Conditions

**This Agreement**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is between JSL Management d.b.a. Kira's Oasis ("Club") and \_\_\_\_\_, of \_\_\_\_\_, OH \_\_\_\_\_ ("Member")

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **CLUB PREMISES AND USE:** Club rents to Member use of Kira's Oasis ("Premises") that comprises part of the building at 590 Congress Park ("Facility") on the days and at the times as identified and specified in Exhibit A, which is attached hereto and incorporated herein. The Club shall be exclusively used for the purpose(s) described in Exhibit A ("Event"). Any change in use by Member is subject to the prior written approval by Club through its authorized designee. For health and safety of all members, Kira's Oasis is a smoke free facility. Smoking is not permitted any where in the Club or any other part of the Facility. It is agreed that Club retains the right to use and rent such areas and rooms at Facility that are not specifically rented to Member hereunder.
2. **RENTAL / DEPOSIT(S):** Member shall pay, as rent for the Premises, the amount(s) set forth in Exhibit A. Member shall also pay such other amounts for services, personnel and/or equipment as set forth in Exhibit A. If indicated on Exhibit A, Member shall remit a deposit for the Event in the amount and on the date(s) so specified. All payments due under the terms of this Agreement shall be made by cash, money order or personal, cashier's or certified check made payable to Kira's Oasis. Club's authorized designee, however, reserves the right to require Member to make payment by a specific form.
3. **CANCELLATION BY MEMBER:** In the event Member cancels Event, Club reserves the right to retain any deposits and advance payments made by Member as liquidated damages. The retained deposit and advance payments shall constitute compensation for the loss of income from reservation of the Premises and inability to otherwise rent.
4. **SETTLEMENT PRIOR TO EVENT:** Any and all costs, fees and/or charges owing to Club shall be paid by Member at least five business days prior to the start of Member's Event, unless a prior written agreement stating otherwise is reached in advance between the parties.
5. **COMPLIANCE WITH LAWS:** Member shall comply with all federal, state and local laws, rules, ordinances and regulations and Club's rules and regulations.
6. **LICENSES AND PERMITS:** Member agrees to promptly pay all taxes, excises or license fees for Event. Member shall be solely responsible for procuring and maintaining any licenses and/or permits required by federal, state and/or local laws, rules, ordinances or regulations to use the Premises for the event, and shall provide evidence of same to Club prior to the start of the Event.
7. **INDEMNITY:** Member agrees to indemnify, defend and hold harmless Club from all demands, claims, suits, actions, and liabilities resulting from injuries or death to any persons or property damage or loss by Club, Member or any persons, however caused, during the term of this Agreement, or occurring as a result of the use of such space during same period. Member further acknowledges and accepts all the terms and conditions of Kira's Oasis Membership Agreement and Waiver of Release and Liability.
8. **RESPONSIBILITY AND LIABILITY REQUIREMENTS:** Member agrees that they accept responsibility and liability for all actions and inactions of all individuals at the Event, including but not limited to participants, vendors, sponsors, students, teachers, audience members, guests, and visitors, in any capacity and regardless of whether they have been invited or not to attend the Event.
9. **CAPACITY:** Member shall not permit Event to exceed the premise's capacity as determined by Club. In addition, Club retains the following rights: a) to determine when the maximum number of people have been admitted in order to provide for free and safe movement; and b) to determine the number of security personnel (if any) needed to ensure crowd control and safety to persons in attendance.
10. **EVENT REQUIREMENTS:** Member agrees that unless otherwise noted in Exhibit A, Club has no responsibilities other than those noted in this Agreement for any aspect of the Event including but limited to stage, security, decoration, musician, utility or any other requirements.
11. **SERVICES PROVIDED:** The services the Member will receive for the rental paid shall include, in addition to the use of said Premises, standard lighting, ventilation, heating and normal janitorial services.
12. **COPYRIGHTS:** Member will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights used on or incorporated in the Event. Member agrees to indemnify, defend and hold harmless Club from any claims, or costs, including legal fees, which might arise from question of use of any such material described above.

## Kira's Oasis Usage Terms and Conditions

13. **ACTIVITY APPROVAL:** Club retains the right to approve the activity at the Event and Member agrees that no such activity or part thereof shall be given or held if Club files a written objection on one or more of the following grounds: that it is offensive to public morals; Member's failure to uphold Event advertising claims; or Member violated Event content restrictions agreed to by both parties at the time of execution of this Agreement.
14. **MEMBER PROPERTY:** Member must receive Club's approval to store items required for the Event and Club may charge prevailing rates for such storage. Member is solely responsible for the delivery, acceptance and storage of goods and materials for Member's Event. Member assumes responsibility for the condition and safekeeping of said goods and materials that Member places in storage with Club, whether it be before, during or after the Event.
15. **OWNER'S RIGHT OF ENTRY:** In renting the Premises to Member, Club retains the right to enforce all necessary and proper rules for the management and operations of said Premises. Duly authorized representatives of the Club may enter the Premises, at any time and on any occasion, without any restrictions whatsoever.
16. **EXHIBIT ENTRANCES:** All articles, exhibits, displays, etc. shall be brought into and out of Kira's Oasis at such entrances and at such hours as designated by Club.
17. **AGREEMENT TO QUIT PREMISES:** Member agrees to relinquish the Premises no later than the expiration date of this Agreement, and further agrees to leave the Premises in the condition equal to that which existed prior to the Event, ordinary wear and use thereof excepted, and failure to meet this requirement may result in additional charges to Member.
18. **DEFACEMENT OF PREMISES:** Member shall not injure, mar, nor in any manner deface the Premises or other parts of the facility, or any equipment contained therein, and shall not cause or permit anything to be done whereby the Premises or other parts of the Facility or equipment therein will, in any manner, be injured, marred, or defaced, and Member shall not drive or permit to be driven, nails, hooks, tacks or screws into any part of said Premises, nor shall Member affix any tape to the building walls or equipment contained therein, nor make or allow to make any alterations of any kind to said building or equipment contained therein, nor attach any materials to ceiling fixtures including sprinkler heads (if any.) Additional clean-up charges will be assessed if Member uses confetti, glitter or like substances(s) during its Event and fails to return the Premises to its original condition as a result. Member agrees to pay for the costs of repair or replacement for any and all damages, of whatever origin or nature, which may have occurred during the term of this Agreement, in order to restore the Premises or other parts of the Facility affected by the Event to the condition equal to that which existed at the time this Agreement went into effect. Member agrees to deposit with Club before settlement, an amount equal to the estimate provided by the Club for accomplishment of such restoration. Club will provide detailed billing and accounting to Member when restoration is completed. Member shall not remove or cover, in any manner, advertising signage displayed in the space leased by Member, or anywhere in the facility, without first receiving Club's written consent.
19. **OCCUPANCY INTERRUPTION:** If the Premises, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by Club impossible, including without limitation thereto, the requisitioning of the Facility or any part thereof, by the United States Government or any arm or instrumentality thereof, then and thereupon this Agreement shall terminate and Member shall pay rental for said Premises only up to the time of such termination, at the rate herein specified, and Member hereby waives any claim for damages or compensation should this Agreement be so terminated.
20. **EVACUATION OF PREMISES:** If it becomes necessary, in the judgment of Club, to evacuate the Premises or the Facility because of safety concerns, Member will be permitted to re-enter the Premises for sufficient time to complete presentation of its activity without additional rental charge, provided such time does not interfere with another Event taking place at the Facility. If it is not possible to complete the presentation activity, rental shall be forfeited, prorated, or adjusted at the discretion of the Club, based on the situation, and Member hereby waives any claim for damages or compensation from Club.
21. **UNAVOIDABLE OCCURRENCES:** If, for any reason, an unforeseen event occurs including, but not limited, to fire, casualty, labor strike, or other unforeseen occurrence, which renders impossible the fulfillment of any term of this Agreement, Member shall have no right to, nor claim for, damages against Club.
22. **OBJECTIONABLE PERSON:** Club reserves the right to eject or cause to be ejected from the Premises any objectionable person or persons; and neither Club nor any of its owners, officers, agents or employees shall be liable to Member for any damages that may be sustained by Member through the exercise by Club of such right.

## Kira's Oasis Usage Terms and Conditions

23. **OPENING HOURS:** Club agrees to open doors for the Event in accord with advertised times and dates stated in this Agreement.
24. **ADVERTISING:** Member agrees that all advertising for the Event will be honest and true and will include accurate information on Event times and prices, as applicable to the Event.
25. **REMOVAL OF PROPERTY:** Member agrees that all materials pertinent to the Event that are not the property of Club will be removed from the Premises prior to the final ending date for the Event. Club shall be authorized to remove, at the expense of Member, all materials remaining in and on the Premises after the final ending date and time for the Event, unless otherwise approved in writing by the Club. Member shall be responsible for payment of storage charges for such material and Member agrees that Club shall in no way be responsible for loss, damage or claims against material removed or stored under this provision. Member agrees that Club will have a first lien on such materials for payment of charges incurred for removal or storage.
26. **LOST ARTICLES:** Club shall have the sole right to collect and have the custody of articles left in and on the Premises by persons attending any Event, and Member or any person in Member's employ shall not collect or interfere with the collection or custody of such articles.
27. **NON-ASSIGNMENT:** Member will not assign, transfer or subject this Agreement or its right, title or interest to another party without Club's prior written approval.
28. **SUIT TO ENFORCE:** Should Club institute suit or other action against Member as a result of Member's failure to comply with any term of this agreement, Club shall recover all damages provided by law, all costs and disbursement provided by law, and all costs actually incurred, including reasonable attorney fees.
29. **DEFAULT:** Should Member default in the performance of any of the terms or conditions of this Agreement, Club, at its option, may terminate the same. Member shall be liable for the full amount of the rent provided for herein, less rent charges received from others for use of the Premises at the time, or times, specified in this Agreement, and the deposit made by the member to Club shall be retained by Club and considered as liquidated damages.
30. **COMPLETE AGREEMENT:** All terms and conditions of this written Agreement shall be binding upon the parties, their heirs, representatives and assigns, and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto, unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement. Such written document must be incorporated by specific reference herein as part of this Agreement. This Agreement, and all Exhibits, contains all the terms, conditions, rights and privileges agreed to by Club and Member.
31. **RETENTION OF CLUB PRIVILEGES:** The waiver or failure of Club to insist upon strict and prompt performance of the covenants and agreements hereunder and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of Club's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of Member.
32. **RIGHT TO CANCEL:** Club reserves the right to terminate this Agreement for good cause, including, but not limited to, nonperformance by Member. In the event Club exercises this right, it shall refund, or as the case may be, release Member from liability for payment of a proportionate daily rental fee based on the total amount to be charged as referenced in Exhibit A. Should Club exercise said right to terminate this Agreement, Member agrees to forego and waive any and all claims for damages against Club, and further agrees to waive any and all rights which might arise by reason of the terms of this Agreement; and Member shall have no recourse of any kind against Club, its owners, officers, agents and representatives.
33. **AMENDMENT:** This Agreement may be amended by the parties, provided that no such amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of each party and approved by Club's governing body. Notwithstanding, Club and Member may amend Exhibit A, as may be necessary, to reflect any changes or modifications to the Premises to be rented and/or the days/times of such rental. Such modification or change(s) may be made without necessity of formal amendment of this Agreement, provided that duly authorized representative of Club and Member execute the modified and/or changed Exhibit A.
34. **VENUE:** The parties agree that this Agreement and performance under it, and any proceedings relating to it, are to be in accordance with and under and pursuant to the laws of the State of Ohio, and that any proceedings instituted by either party to this Agreement shall be venued in the Montgomery County Court of Common Pleas, which shall have exclusive jurisdiction over the persons and subject matter involved.

**Kira's Oasis Usage Terms and Conditions**

**IN WITNESS WHEREOF**, the parties hereto, each by a duly authorized representative, have caused this Agreement to be executed on the date first written above.

**MEMBER:**

\_\_\_\_\_  
(Print Name)

**CLUB:**

**JSL Management, LLC d.b.a. Kira's Oasis**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**Kira LaFave**

**Member Number:** \_\_\_\_\_

**Its:** Owner  
( President, Owner, CEO, etc...)

**Its:** \_\_\_\_\_  
( President, Owner, CEO, etc...)