

# FORM C — NON-PROFIT / COMMUNITY PARTNER EVENT AGREEMENT

*Fee waived for qualifying organizations; same protections as a private rental*

This Agreement is between Son of Egg LLC ("Venue") and the organization signing below ("Organization").

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## YOUR EVENT, YOUR RESPONSIBILITY — READ THIS FIRST

This is the Organization's event. The Venue provides the space, bar service, catering as agreed, basic AV, and one staff member for support. The program, attendee conduct, vendors, speakers, and check-in are the Organization's to manage.

The Organization's representative — or another representative the Organization names in writing before the event — must be present and acting as the responsible person for the entire event. The responsible person must be reachable on site at all times.

Venue staff is here to support the event, not to run it. Staff will not act as program manager, security, attendee chaperone, or speaker handler. If staff has to step in to manage conduct that the Organization should have managed, and conditions warrant, the Venue may end the event with no catering refund.

Initial: \_\_\_\_\_ *On behalf of the Organization, I have read this. A representative will be present for the duration of the event as the responsible person on site.*

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### 1. Organization Information

Organization legal name:

\_\_\_\_\_

Tax status (501(c)(3), other):

\_\_\_\_\_

EIN: \_\_\_\_\_ State of registration \_\_\_\_\_

Mailing address: \_\_\_\_\_

Authorized representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

### 2. Event Details

Event name and purpose:

\_\_\_\_\_

Event date: \_\_\_\_\_ Day of week \_\_\_\_\_

Start time: \_\_\_\_\_ End time \_\_\_\_\_

Setup access from: \_\_\_\_\_ Cleanup by \_\_\_\_\_

Expected attendance: \_\_\_\_\_

Open to public / Invitation only (circle one)

### 3. Fee Waiver and Catering

The standard hourly rental rate is waived for this event in recognition of the Organization's mission and the catering arrangement below. The Venue and Organization agree that this waiver is consideration for: (a) the Organization's promotion of the event and Son of Egg as host; (b) the Organization's catering order from Son of Egg as set out below; and (c) the Organization's compliance with this Agreement.

Catering minimum: \$ \_\_\_\_\_ Menu attached? Y / N

Catering balance is due no later than the day of the event. If catering is canceled or reduced after this Agreement is signed, the Organization agrees to pay the contracted catering minimum or, at the Venue's option, the standard hourly rental rate of [\$100/hour].

### 4. What's Included

- Use of the upstairs event space (max occupancy 128) for the contracted hours.
- Tables and chairs configured to the Organization's setup request.
- In-house sound system, microphone, basic AV.
- Restroom access.
- Setup and breakdown support from one staff member.

### 5. Outside Food and Drink

Catering for the event comes from Son of Egg as agreed in Section 3. Donated food (raffle prizes, baked goods, sponsor platters) brought by attendees is permitted. Outside alcohol is not permitted; all alcoholic beverages served at the event must be served by Son of Egg under its New York liquor license.

### 6. House Rules

Same house rules as Section 7 of Form A (private rental) apply. The Organization is responsible for communicating these rules to attendees and enforcing them with the support of Venue staff.

### 7. Property Damage

The Organization is financially responsible for damage to the Venue's property caused during the event by the Organization, its representatives, attendees, or vendors. Damage will be invoiced within [14 days]; payment is due within 30 days.

### 8. Insurance

For events open to the public, or expected to draw more than [50 attendees], the Organization shall provide proof of general liability coverage of at least [\$1,000,000] per occurrence, naming

Son of Egg LLC as additional insured for the date of the event. Most non-profits carry this through their existing policy and can have their insurer issue a certificate at no cost.

## 9. Indemnification

To the fullest extent permitted by New York law, the Organization agrees to indemnify, defend, and hold harmless Son of Egg LLC, its owners, employees, and agents from any claims arising from: (a) the event; (b) the conduct of the Organization, its representatives, attendees, vendors, or speakers; (c) any injury, illness, or death of any person attending the event; and (d) any damage to property occurring during the event.

The Organization further confirms that signing this Agreement is within the authority of the representative below and that the Organization has authorized this event.

This indemnification does not extend to claims caused by the Released Parties' gross negligence or willful misconduct.

## 10. Alcohol Acknowledgment

If alcohol will be served, the authorized representative initials the following:

Initial: \_\_\_\_\_ All alcohol will be served by Son of Egg staff under the Venue's NY liquor license.

Initial: \_\_\_\_\_ All attendees consuming alcohol will be 21 or older. Staff has the right to check ID and refuse service.

Initial: \_\_\_\_\_ Staff has the right to refuse service to any attendee who appears intoxicated.

Initial: \_\_\_\_\_ The Organization is responsible for the safe transportation of attendees at the end of the event.

Initial: \_\_\_\_\_ The Organization indemnifies the Venue for any alcohol-related claim arising from attendee conduct, except for claims caused by the Venue's gross negligence or willful misconduct.

## 11. Photo, Video, and Co-Promotion

Both parties may photograph and record short video of the event for marketing and social media. Each party grants the other a non-exclusive, royalty-free license to use the event imagery and the other party's name and logo in connection with promoting the event and the partnership.

The Organization agrees to credit Son of Egg as host in event promotion and recap materials.

## 12. Cancellation

If the Organization cancels with at least 14 days' notice, no fee is owed. With less than 14 days' notice, the Organization agrees to pay 50% of the contracted catering minimum to compensate for food preparation and lost booking opportunity. The Venue and Organization may waive this in writing.

## 13. Governing Law

New York law governs. Any dispute shall be resolved in the state or federal courts located in Rensselaer County, New York.

## 14. Signatures

By signing, the authorized representative confirms they have read this Agreement, understand it, and have authority to bind the Organization.

Authorized representative signature: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Printed name and title: \_\_\_\_\_

For Son of Egg LLC: \_\_\_\_\_ Date \_\_\_\_\_