

FORM A — PRIVATE EVENT RENTAL AGREEMENT

Paid hourly rental of the upstairs event space

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

YOUR EVENT, YOUR RESPONSIBILITY — READ THIS FIRST

This is the Renter's event. The Venue provides the space, bar service, basic AV, and one staff member for setup and breakdown. Everything else — guest conduct, the program, your vendors, the energy of the room — is the Renter's to manage.

The Renter, or a representative the Renter names in writing before the event, must be present and acting as the responsible person for the entire event. The responsible person must be sober and reachable.

Venue staff is here to support the event, not to supervise it. Staff will not act as crowd control, security, attendee chaperone, or babysitter for guests. If staff has to step in to manage conduct that the Renter should have managed, and conditions warrant, the Venue may end the event with no refund.

Initial: _____ *I have read this. I am the responsible person for this event and will be (or my designated representative will be) present for the entire event.*

1. Renter Information

Full name: _____

Mailing address: _____

Phone: _____ Email _____

Government-issued ID #: _____

2. Event Details

Event type: _____

Event date: _____ Day of week _____

Start time: _____ End time _____

Setup access from: _____ Cleanup by _____

Expected guest count: _____

3. Fees and Deposit

Hourly rental rate: [\$100/hour]. Non-refundable booking deposit: [\$100], due at the time this Agreement is signed. The deposit holds the date and is applied toward the total.

Cleaning fee: [\$1] per expected guest, calculated from the guest count in Section 2. This is in addition to the hourly rental and covers final post-event cleaning by Venue staff (sweeping,

mopping, sanitizing, restroom service). The cleaning fee does not replace Renter's basic cleanup obligations described in Section 7.

Total amount owed: \$ _____ (hours × hourly rate) + \$ _____ (guest count × cleaning fee) = \$ _____.

Balance is due no later than the day of the event. Venue accepts cash, check, and major credit cards.

4. Cancellation

If Renter cancels for any reason, the [\$100] booking deposit is forfeited. The deposit holds the date and time exclusively for Renter's event and prevents the Venue from offering that slot to another customer. The deposit compensates the Venue for that lost opportunity. Any payment in excess of the deposit will be refunded within 14 days of cancellation.

Renter may reschedule once at no additional charge with at least 14 days' notice, subject to availability. The deposit applies to the rescheduled date.

5. What's Included

- Use of the upstairs event space (max occupancy 128) for the contracted hours.
- Tables and chairs — Venue staff configures the room based on Renter's setup request.
- Bluetooth-enabled sound system, microphone, basic AV.
- Restroom access (one upstairs and two downstairs are available to guests).
- Standard lighting and HVAC.
- One staff member for setup and breakdown.

Anything not listed above (additional staff, bartenders, decorations, linens, specialty AV, photographer) is the Renter's responsibility.

6. Outside Food and Drink

Renter may bring outside food and non-alcoholic drinks. Renter is responsible for any equipment they bring (chafing dishes, coolers, etc.) and for cleaning up after their event.

All alcoholic beverages served at the event must be served by Son of Egg under its New York liquor license. Outside alcohol is not permitted unless the Venue grants a written exception in advance.

7. House Rules

Renter agrees that they and their guests will:

- Not exceed maximum occupancy of 128.
- Not access the kitchen or back stairs except in an emergency. Back stairs are reserved for staff.
- Use only painter's tape or removable hooks for hanging decor — no nails, tacks, or strong adhesives. Existing Son of Egg artwork may be moved with permission from staff and must be returned to its original position.
- Not bring confetti, glitter, rice, sand, or anything similar that requires extra cleaning. A [\$150] cleaning fee applies if any of these are found after the event.
- Not use open flame other than approved birthday candles.
- Keep noise within reasonable levels and end amplified music by the contracted end time.

- Follow staff instructions regarding capacity, fire safety, and last call.

At the end of the event, before leaving the space, Renter and guests will:

- Take down and remove all decor, signage, gifts, and personal items brought in for the event. Anything left behind may be discarded.
- Bag all trash and stage it by the back door for staff disposal.
- Return tables, chairs, and any Venue artwork that was moved with permission to their original positions.
- Leave the space in the same condition it was received. Significant deviation may result in additional cleanup or repair charges deducted from the damage deposit or invoiced separately.

8. Property Damage

Renter is financially responsible for damage to the Venue's property — furniture, fixtures, walls, floors, AV equipment, artwork, kitchen access points, or any other Venue asset — caused during the rental period by Renter, their guests, or any vendor or person Renter invited or allowed onto the premises.

If damage is identified, the Venue will provide an itemized invoice within [14 days] of the event. Renter agrees to pay the invoiced amount within 30 days of receipt.

The Venue is not responsible for loss, theft, or damage to personal property Renter or guests bring into the space.

9. Insurance

For events with more than [50 guests], or any event using outside vendors that involve open flame, equipment-based performance, or third-party alcohol service, Renter shall obtain a one-day special event liability policy with minimum limits of [\$1,000,000] per occurrence, naming Son of Egg LLC as additional insured. Proof of coverage must be provided to the Venue at least 7 days before the event.

These policies typically cost \$100–\$200 and are available online from any major insurance provider.

10. Indemnification and Release

To the fullest extent permitted by New York law, Renter agrees to indemnify, defend, and hold harmless Son of Egg LLC, its owners, employees, and agents (the "Released Parties") from any claims, damages, losses, costs, and expenses — including reasonable attorney's fees — arising from: (a) Renter's event; (b) the conduct of Renter, their guests, or their vendors; (c) any injury, illness, or death suffered by any person attending the event; and (d) any damage to property occurring during the rental period.

Renter understands that attending a private event involves ordinary risks, including slips, trips, falls, food and beverage allergies, alcohol consumption, and the conduct of other guests. Renter, on behalf of themselves and their guests, releases the Released Parties from liability for these ordinary risks except where caused by the Released Parties' gross negligence or willful misconduct.

11. Alcohol

If alcohol will be served at the event, Renter must initial each statement below before the event begins:

Initial: _____ I understand all alcohol must be served by Son of Egg staff under the Venue's New York liquor license.

Initial: _____ I understand all guests consuming alcohol must be 21 or older. Staff has the right to check ID and refuse service.

Initial: _____ I understand staff has the right to refuse service to any guest who appears intoxicated.

Initial: _____ I understand last call will be announced [30 minutes] before the contracted end time.

Initial: _____ I am responsible for the safe transportation of my guests at the end of the event.

Initial: _____ I understand that if conduct at the event puts the Venue's liquor license at risk, the event will be ended and there is no refund.

12. Photo and Video

Son of Egg may take photos or short video of the event for marketing and social media. Wide shots of the room, food, and atmosphere are standard. Renter is responsible for letting their guests know in advance and may opt out by initialing here:

Initial: _____ OPT OUT — do not use any photos or video from this event for Son of Egg marketing.

Renter's own photographer or videographer is welcome at no additional charge. Vendors should check in with staff on arrival.

13. Force Majeure

Neither party is liable for failure to perform due to fire, flood, severe weather, government shutdown order, public health emergency, or loss of utilities. The parties will work in good faith to reschedule. If rescheduling is not possible, Renter receives a full refund of all amounts paid, including the booking deposit.

14. Governing Law

This Agreement is governed by the laws of the State of New York. Any dispute shall be resolved in the state or federal courts located in Rensselaer County, New York.

15. Entire Agreement

This Agreement is the complete agreement between the parties. Changes must be in writing and signed by both.

16. Signatures

By signing below, Renter confirms they have read this Agreement, understand it, and have authority to sign on behalf of themselves and their event.

Renter signature: _____ Date _____

Renter printed name: _____

For Son of Egg LLC: _____ Date _____

Printed name and title: _____