



LOGAN SQUARE KITCHEN

Event Space License Agreement

Email or fax to zina@logansquarekitchen.com or 773.342.2335 (doc vers 11 19 11)

Organization: _____

Address: _____

Client Contact: _____

Email: _____ Cell: _____

Event Description: _____

Est. number of guests: _____

THIS AGREEMENT is made and entered into by and between Logan Square Kitchen, referred to as ("LSK"), and _____, referred to as ("Client").

Premises - This license agreement ("Agreement") grants the Client a revocable license to use portions of basement and first floor of 2333 N. Milwaukee Ave., Chicago IL 60647 (referred to as "the Premises" or the "Building"). Specifically, the LSK grants the Client use of the dining room, dining room galley, basement coat check, all bathrooms, common cleaning, storage and refrigeration areas.

Event - This Agreement covers the license period (the "Event") for (date) _____, beginning at _____ ("Start Time") and ending at _____ ("End Time"). At End Time, LSK requires all clean-up completed, all Client and vendor property removed, and all Client and vendor occupants vacated from the Premises and the Building. No portion of the license fee is refunded if Client leaves the Premises before End Time. Logan Square Kitchen Staff will be present at your event.

Fee Amount - The base fee to be paid by Client to LSK is \$ _____. Additional fees may apply.

Reservation Deposit - A reservation for the Premises shall be confirmed by payment to LSK of 50% of fee amount ("Reservation Deposit"). Reservation Deposit shall be provided with the signing of this Agreement. Changes to the Start Time or End Time are only permitted pending availability and may affect rate.

Balance Due - The full balance of fee is due no later than thirty (30) days prior to the Event. Failure to pay the balance on time shall cancel reservation, and the Reservation Deposit shall be forfeited.

Overtime Fee - If the Premises are occupied after End Time, Client shall pay an overtime fee for each hour, or portion of an hour, that the Premises are occupied after the End Time, even if such occupancy is only by vendor personnel. Hourly

rate of overtime fee is equal to one-third of total fee amount. (Example: \$3000 fee, \$1000 per hour overtime fee). Fee is incurred the moment end time is exceeded.

Security Deposit - LSK may require a security deposit. LSK may retain any sums for overtime charges or damages to the Premises. In the event that there are no overtime charges and there is no damage to the Premises or the Building, LSK shall refund deposit. Any remaining funds shall be refunded to Client within 14 days after the event. LSK's right to recover damages from Client shall not be limited to the security deposit.

Caterer - A catering service or restaurant chef, referred to as (the "Caterer"), shall be designated by Client to provide and serve food, non-alcoholic beverages, set up and take down dining room, and clean-up. LSK must approve the Caterer no less than fourteen days (14) in advance of the Event. Client shall cause Caterer to provide valid City of Chicago and Illinois Food Sanitation Certificates, and complete kitchen practices and training on site with LSK no less than five (5) days in advance of the Event. As a condition to the validity of this Agreement, Client shall cause Caterer to complete and agree to be bound by the LSK Kitchen Agreement. No outside food or non-alcoholic beverage is permitted on the Premises other than provided by the Caterer or other approved vendor. LSK reserves the right to remove, or to instruct the Caterer or Client to remove, any equipment, food, beverage or any item LSK deems unsafe or unhealthy.

Alcoholic Beverages - 1) **Alcoholic Beverages from LSK**--Unless otherwise agreed upon, LSK shall be the sole and exclusive source for the Client's purchase of alcoholic beverages. Alcoholic beverages must be consumed on premise, and cannot be taken off premise at end of the event. 2) **Client Supplied Alcoholic Beverages**--In the event LSK consents to the Client providing its own alcoholic beverages, the Client shall purchase a minimum of \$1,000,000 of Dram Shop (Liquor) Liability Insurance and shall name an additional insured as follows: Logan Square Markets, LLC, dba Logan Square Kitchen, 2748 N. Troy St., Chicago, IL 60647. Client shall maintain and provide LSK with invoices of any alcoholic beverages it purchased for consumption at the Event.

Client Responsibility--LSK shall not be responsible for the amount served or for consequences arising there from, and shall indemnify the LSK from any liability arising from the consumption of alcohol on the Premises as provided in the section entitled "Insurance and Indemnity" ("Indemnity Provision") in this Agreement. The Client shall further indemnify LSK pursuant to the Indemnity Provision for any liability in any way related to the storage, opening or dispensing, service or disposal of any alcoholic beverages the Client has purchased regardless of whether the Client or a third party serves the alcoholic beverages.

No Agency - This Agreement shall be construed as a license agreement and in no event shall Client and its agents, servants or employees be deemed to be agents, servants or employees of LSK.

Insurance and Indemnity: Client shall maintain a minimum of \$1,000,000.00 of comprehensive general liability insurance, and if it provides its own alcoholic beverages for the Event, it shall also maintain a minimum of \$1,000,000 of Dram Shop (Liquor) Liability Insurance with LSK listed as an additional insured as follows: ***Logan Square Markets, LLC, dba Logan Square Kitchen, 2748 N. Troy St., Chicago, IL 60647.*** Client shall also comply with all mandatory insurance requirements including the Illinois Worker's Compensation Act. Client shall provide a certificate of insurance with LSK named as an additional insured 7 days prior to

the event. LSK is not responsible for any damage or theft of Client property stored on the premises. The Client, its officers, successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware of the risks associated with the operation of a event facility and the associated risks of personal injury and property damage, hereby releases, waives, discharges and covenants not to sue LSK. Client shall defend, indemnify and hold harmless LSK against any and all claims, demands, tax liability, causes of action, citations, administrative proceedings, tax proceedings, personal injuries, death, damage, damage to property, costs, attorneys fees and liabilities, in equity or in law, of every kind and nature, whatsoever, directly or proximately caused by the act or omission of the Client or any of its officers, agents, employees, guests, patrons, or invitees, including injuries to any officers, agents or employees of Client. Client shall, at its sole risk and expense, defend all suits, administrative proceedings, tax proceedings, citations, actions or other legal binding proceedings which may be brought or instituted against LSK or any such claim, demand or cause of action, except that LSK reserves the right to select counsel to defend any such action. The Client shall pay and satisfy any judgment or decree which may be rendered against LSK in any suit, action or other legal proceedings, and the Client shall pay for any and all damage or loss to the property LSK due to such loss or theft of such property, done or caused by the Client, its officers, employees, guests, patrons or invitees.

Severability - The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof, and this Agreement shall be construed in all respects as if any such invalid or unenforceable word, phrase, sentence, paragraph and provision was omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, the provision shall have the meaning that renders it valid.

Prevailing Party Attorney's Fees Without Limitation - In the event any party seeks to enforce any rights or covenant arising hereunder this Agreement in any proceeding, the prevailing party therein shall be entitled to recover from the other party, in addition to any other sums adjudicated to be due and without regard to any other relief granted, all reasonable costs and expenses, including reasonable attorneys fees, paid or incurred by such prevailing party.

Choice of Law - THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Conflict Resolution - The parties agree that any dispute arising out of this Agreement shall be settled by arbitration, provided however, that any dispute arising out of this Agreement must be first submitted to three face-to-face meetings to reach a resolution. If no resolution is reached, parties would participate in mediation as a condition precedent to filing a demand for arbitration. Any mediation shall be conducted in Chicago, Illinois and shall be conducted by a private mediation service agreed upon by the parties. Any arbitration shall be conducted in Chicago, Illinois and shall be conducted by a

private arbitration service agreed upon by the parties. In the event the parties cannot agree on a mediation or arbitration service, the mediation or arbitration shall be administered by the American Arbitration Association (the "AAA") under the AAA's Commercial Arbitration Rules before a single arbitrator, who shall be selected (a) either by agreement of the parties, or (b) if the parties are unable to reach agreement upon an arbitrator within 45 days of initiation of the arbitration, pursuant to the AAA's procedures, provided that in the latter circumstances that such arbitrator shall be a former judge. Exclusive jurisdiction for entry of judgment on the award rendered by the arbitrator or to petition for vacatur or confirmation of the arbitral award shall lie in either the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, if grounds for federal subject matter jurisdiction exist.

Assignment - This Agreement may not be assigned by any party without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns.

Other Policies, Terms and Conditions

- 1) **Children**—No children are permitted in the commercial areas of the building—Kitchen, basement, electrical rooms, with the exception walking to and from basement bathrooms.
- 2) **Special Equipment**—Any gear other than typical meeting/food service pieces, such as helium tanks, chain saws, large amplifiers, or any other special equipment must be approved in advance by Logan Square Kitchen. LSK reserves the right to refuse access to special equipment that has not been approved in advance.
- 3) **Music**--Any music must stop by 12:00 midnight. Music must be at a level that allows comfortable conversation. If music provider is told levels are too high they must respond by turning the music down, or music will be turned off.
- 4) **Smoking**-- Logan Square Kitchen is a smoke-free Building. No smoking is allowed in the Premises. A designated smoking area exists 25 feet south of front entrance. Vendor personnel may smoke in alley behind premises, at least 25 feet from door, and must keep back door closed at all times.
- 5) **Decorum**--Client is responsible for maintaining reasonable decorum of Client's guests and invitees, and shall refrain from any disturbance of other users or tenants in the Building. Client is responsible for the behavior of its guests and invitees.
- 6) **Property Damage**--Client is liable for any damage to the Premises or to the Building by any guest or other occupant of the Premises, including any damage by the Caterer or any Client service provider. The Client shall not place any holes into any walls. Holes or any other alterations for pictures or other decorations will constitute damage, and will be repaired at Client's expense.
- 7) **Proper Attire**--Shoes must worn by all persons at all times. LSK is not responsible if injury is sustained due to lack of shoes. Proper shoes must be worn by all Caterer and Service personnel to prevent injury.
- 8) **Party Favors/Decorative Items**--Use of confetti, glitter, tinsel, loose feathers, silly string, graffiti, fireworks, spray paint, soap bubbles, or any other similar items is strictly prohibited. LSK must approve any special entertainment, party favors, celebration or decorative items in advance. Candles must be contained within glass. No flame can rise above candle holders, and no flammable decoration can surround candles.
- 9) **Ladders**--Ladders are not permitted in use during your event.

- 10) Water**—Bottled still water is not permitted; filtered water is provided by LSK.
- 11) Beverages** —LSK requests clients furnish soft drinks ideally in aluminum cans or glass. Plastic if no other options work. Styrofoam cups or pieces of any kind are prohibited.

We agree to these terms on this _____ day of _____, 20____

<p>Logan Square Kitchen</p> <p>By: _____ Zina Murray, Owner</p> <p>2748 N. Troy St. Chicago, IL 60647</p> <p>773-342-2333 Kitchen 773-342-7395 Biz Ofc 773-550-9642 cell zina@logansquarekitchen.com</p>	<p>Client: _____</p> <p>By: _____ (Signature)</p> <p>Print: _____</p> <p>By: _____ (Signature)</p> <p>Print: _____</p>
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