



Victory Beer Hall  
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# Contract for Accenture

Client Name:	Julianne Lorbecki	Total Charges:	\$ 10,193.00
Company Name:	Accenture	Estimated Total:	\$ 13,383.21
Date of Event:	May 25, 2016		
Day of Week	Wednesday		
Time of Event:	6:30 PM - 9:00 PM EDT		
Number of Guests:	180 Estimated Guests		
Room/Space:	Buyout		

## EVENT AND FACILITY LICENSE AGREEMENT

THIS EVENT AND FACILITY LICENSE AGREEMENT (this "Agreement") is entered into on the day of the Proposal Approval by and between PL Phase One Operations, LP, a Pennsylvania limited partnership having an address of 601 East Pratt Street, 5th Floor, Baltimore, MD 21202, (referred to herein as "Venue"), and the Account and Contact listed on the Event Summary (hereinafter "Client"), having an address as listed on the Event Summary.

### 1. LICENSE OF FACILITY:

- (a) Venue hereby grants to Client a license (the "License") to use of facilities detailed and/or described in the "Event Summary," which is incorporated and made part of this Agreement as if set forth fully herein, (hereinafter the "Facility") for the presentation of the event as listed in the Event Summary (the "Event"), to be held on the date and times as listed in the Event Summary (the "Event Date").
- (b) The allocated time for the Event (excluding set-up and take-down time) shall be no more than the predetermined hours on the Event Summary.
- (c) The Facility shall be made available to Client at least one (1) hour before the scheduled Event time for preparatory and set-up work by Client.
- (d) Promptly upon conclusion of the Event, Client shall remove all of Client's equipment, Event-related property and shall, except as set out in this Agreement, restore the Facility to the condition that existed prior to the Event within two (2) hours following the Event.
- (e) Client acknowledges that, contemporaneously with Client's Event, other events may be scheduled for other spaces within the Facility. Venue warrants that it will use commercially reasonable efforts to ensure any contemporaneously scheduled event does not unduly interfere with Event.
- (f) Venue reserves the right to approve the performance, exhibition, or entertainment to be offered under this Agreement.

### 2. LICENSE FEE AND PAYMENT TERMS:

- (a) Client and Venue agree to the following License Fee:
  - (1) Client agrees to pay Venue the License and other Fees listed on the Event Summary.
  - (2) Payment Terms. The Client must return a signed copy of this Agreement and a non-refundable deposit equal to 50% of the total cost of services and equipment in order to reserve the event date. The outstanding balance (or remaining 50%) is due no later than seven (7) business days before the date of the Event. The total cost of the event (including applicable taxes, fees and charges) is contained in the Event Summary. Failure to make payment in accordance with the above pricing schedule will constitute a material breach of this Agreement. Client may pay for any deposit or other event cost (e.g., consumption bar) through a recognized major credit and/or debit card. If so, Client shall complete a Credit Authorization Form, which may be found in Client's event summary on the Client website.



- (3) Damage Deposit. Client agrees that it is responsible for any damage, reasonable wear and tear excepted, to the Facility caused by its Event or the attendees of the Event. Venue, within seven (7) days of conclusion of the Event, shall provide Client a listing of damages (and an itemized list of costs of repair) to the Facility caused by Client's Event or the attendees. Client, within seven (7) days of receipt of such listing, shall pay Venue the costs reflected on the listing of damages. Client shall have an opportunity to inspect the Facility and note any damages prior to the Event, and a failure by Client to so do so shall preclude Client from contesting any claimed damages after the Event.
- (4) Guarantees. Final guaranteed attendance and menu for food and beverage schedule should be received no later than seven (7) business days prior to Event and will not be subject to reduction beyond that point. If the guaranteed attendance is not received, the original estimated attendance will be used as the guaranteed attendance. The guaranteed attendance cannot be lowered more than 15% of the signed pricing schedule. In the event of a substantial increase in the number of attendees, additional charges may apply.
- (5) Cancellation. The initial 50% deposit is nonrefundable. If Client cancels less than seven (7) business days before the Event Date then Venue retains the full contractual amount. Venue also reserves its right to recoup any costs incurred by Venue due to Client's cancellation, such as monies expended for specialty items, deposits on equipment or other items, and other fees or costs that cannot be recouped by Venue.
- (6) Non-Payment. Client further agrees to reimburse Venue its costs and/or fees incurred by Venue in the collection of any outstanding amount owed under this provision, including reasonable attorney's fees.

### 3. EVENT RESPONSIBILITIES AND EXPENSES.

Venue shall provide the services detailed in the Event Summary.

### 4. FOOD, BEVERAGES AND SERVICES.

Client shall not have the right to bring, provide, or sell food, beverages (including alcoholic beverages), or merchandise at the Event without the prior written approval of Venue.

### 5. ADVERTISING, PROMOTION AND PUBLICITY.

- (a) Client agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Client for a commercial use shall be submitted for approval in advance of production or execution. Client shall allow adequate time (not less than five (5) business days) for Venue to approve, comment upon or express its disapproval thereof. Any material containing reference to the Facility shall use Venue's established logo, trademark or service mark and be in accordance with the guidelines established by Venue for the use of such marks.
- (b) No signage or other advertisement of the Event may be displayed or placed on or about the Facility by Client without the prior written approval of Venue.

### 6. INSURANCE AND INDEMNITY.

- (a) Venue shall maintain during the term of this Agreement a commercial general liability policy (or its equivalent) with single limits of not less than \$1,000,000.00 (including Dram Shop/liquor liability insurance if alcoholic beverages will be served) from a good and reputable insurer licensed to do business in the state Venue is located.
- (b) Venue shall indemnify, defend and agree to save and hold harmless Client and its officers, directors, partners, members, employees, successors and assigns from and against any and all third-party claims caused by Venue's negligence or willful misconduct solely in connection with the services rendered as part of the Event. For purposes of this Agreement, "third-party claim" shall not include claims made, brought by or on behalf of Client's employees, agents, or contractors.
- (c) Client does hereby indemnify, defend and agree to save and hold harmless Venue and its affiliates and their respective contractors, officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns from and against any and all direct and/or third-party damages, claims, losses, demands, costs, expenses (including reasonable attorneys' fees and



costs), obligations, liens, liabilities, actions and causes of action (collectively "Claims"), which any one or more of them may suffer or incur as a result of a breach of this Agreement by Client or which any one or more of them may suffer or incur arising, in whole or in part, from the willful misconduct or negligence of Client or its affiliates or their respective officers, directors, partners, agents, members and employees, including guests at Client's Event.

(d) This indemnity provision shall survive the expiration or earlier termination of this Agreement.

## **7. FAILURE TO VACATE AND REMOVE EQUIPMENT.**

(a) Without limiting any other remedies available to Venue, if Client fails to quit and surrender the Facility on or before the time specified in this Agreement, all Event-related property shall be deemed abandoned by Client, and Venue shall have the right to remove from the Facility all Event-related property and dispose of such property in its sole discretion. Client shall reimburse Venue for all incremental direct labor costs and other costs incurred by Venue as a result thereof. Nothing in this Section shall in any way be construed to limit Venue's right to recover all actual damages incurred in the event Client fails to quit and surrender the Facility on or before the time specified in Section 1 hereof.

(b) If the performance of the Event continues in excess of such allocated time set forth in Section 1 hereof, Client shall reimburse Venue for all incremental direct labor costs incurred by Venue as a result thereof.

## **8. COMPLIANCE WITH LAWS.**

(a) Both parties shall comply with all applicable laws, orders, regulations and requirements of Federal and state authorities as well as those of the City and County, and with any lawful direction or order of public officers which shall impose any duty upon Venue or Client, with respect to the Event and use of the Facility, including compliance with the Americans with Disabilities Act.

(b) Both parties shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments or any other similar body and shall not do or permit anything to be done in or about the Facility or adjoining venues, if applicable, or bring or keep anything therein except as permitted by the County, the City, or any other authority having jurisdiction over the Facility or adjoining venues, Venue or Client. No pyrotechnics, gasoline, acetylene or other fuel or other combustible will be permitted in the Facility without the prior written approval of Venue. Any decorations relating to the Event, and all material therefor, done or furnished by Client shall be subject to the prior approval of Venue, such approval shall be in its sole and absolute judgment and, if necessary, the prior approval of the County/City's Fire Department. Any item not so approved shall not be permitted in the Facility and if it is already in the Facility it shall immediately be removed by Client at its expense. If Client fails to immediately remove any unapproved item from the Facility, Venue may cause such item's removal at Client's expense. All decorations and other combustible materials must be fireproofed. Client shall deliver to Venue, if Venue so requests, a flameproofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto. All approvals required under this Section shall be submitted to Venue, together with items as to which approval is requested, at least five (5) business days prior to the Event.

## **9. ALTERATIONS.**

Client shall not mark, paint, drill into or in any way mar or deface any part of the Facility or adjoining venues. Client shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Facility or adjoining venues or make any alterations or improvements in or to the Facility without the prior written consent of Venue, which consent may be withheld in Venue's sole and absolute discretion.

## **10. ENTRANCES AND EXITS.**

Venue has the sole and absolute right to determine if, when and to what extent the entrances and exits of the Facility may be locked, secured, or barricaded during the Event, subject to all applicable laws, rules, and regulations, and any lawful direction of public officers. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from the Facility by



Client only at entrances and exits designated by Venue. In no event shall access to any restaurant, retail space or other facility adjoining the Facility be blocked, impeded or otherwise limited by reason of the Event. All sidewalks and all ways of access to public areas shall be kept open and unobstructed (subject to the rights of Venue herein to barricade the entrances or exits as it so deems).

#### **11. EJECTION.**

Venue, or any servant, employee, contractor or agent of Venue shall have the right, within its sole and absolute discretion, to refuse admission to or to cause to be removed any person from the

Facility. Any artisans or workmen employed by Client shall be under the general supervision and control of Venue (but not as an agent, servant, or employee of Venue) while in or about the Facility and may be refused entrance by Facility for non-compliance with this provision of the Agreement or for objectionable or improper conduct in Venue's sole and absolute discretion. Venue shall not incur any liability for such refusal or ejection under this Section.

#### **12. VENUE'S USE OF FACILITIES.**

Venue, its affiliates and their respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free and open access to the Facility.

#### **13. DEFAULT.**

(a) In the event that either party defaults in the performance or observance of any of its material obligations contained herein, the non-defaulting party may terminate this Agreement upon

written notice to the other party, if the defaulting party does not remedy the default within ten (10) days after receiving notice of the default from the non-defaulting party. If Client is the breaching party, Client shall immediately quit and surrender its rights to the Facility to Venue, but Client shall remain liable for all of its covenants and agreements set forth herein. If Venue is the defaulting party, Client shall only be entitled to recover an amount equal to the sums of all monies paid under Section 2(a)(1) or Event Summary included with this Agreement, whichever percent is less.

(b) LIMITATIONS OF LIABILITY. IN NO EVENT SHALL VENUE BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING ANY SUCH DAMAGES AVAILABLE UNDER THE INDEMNITY OBLIGATIONS UNDER SECTION 6 TO THIS AGREEMENT.

#### **14. ANCILLARY RIGHTS.**

Nothing in this Agreement shall be deemed a grant of any rights to Client to record, store, digitalize, tape, film, broadcast or telecast events presented at the Facility for commercial purposes,

including, without limitation, on television or radio, over the Internet, in motion pictures or for video tape or DVD distribution, and such rights shall belong exclusively to Venue. Any request to so record shall be made to Venue at least two (2) weeks in advance of the Event.

#### **15. ASSIGNMENT.**

Venue may, at its sole discretion, assign the benefits and/or delegate its duties of this Agreement to another party.

#### **16. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the state where Venue is located. Client hereby consents to the personal jurisdiction and venue of any state or federal court located in the state where Venue is located and the service of process by any means authorized by any such state or federal court.

#### **17. FORCE MAJEURE.**

No Party shall be liable in damages and either party shall have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as hurricanes, earthquakes, flooding), fire, wars, terrorist acts and/or any other cause beyond the reasonable control of the Party



whose performance is affected. Should Clients' Event be cancelled, postponed or otherwise adversely impacted as a result of a force majeure event, there shall be no refunds for payments already received by Venue, but Venue will use all reasonable efforts to work with Clients to produce the Event at a later date if necessary, subject to Venue's availability, and a substitute representative may be present on Venue's behalf on the rescheduled date. Additional fees may be incurred and due to Venue and/or vendors as a result of a rescheduled Event. A party seeking relief under this Paragraph shall provide written notice (specifying the basis for its sought relief) to the other party within five (5) days of such occurrence.

#### **18. ENFORCEMENT EXPENSES.**

Each party agrees to pay, upon demand, all the prevailing party's costs and expenses, including reasonable attorney's fees, agents, and others retained, incurred in successfully enforcing the other party's obligations under this Agreement.

#### **19. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement. Client acknowledges and agrees that affixing an electronic signature has the same binding legal effect as if this Agreement was physically signed. By affixing an electronic signature Client hereby waives any right or opportunity to later contest the validity of the e-signature under any applicable federal or state law, including E-SIGN and UETA.

#### **20. SEVERABILITY.**

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

#### **21. APPROVAL.**

Whenever any provision of this Agreement requires the approval of Venue, such approval may be given or withheld in Venue's reasonable discretion unless otherwise stated.

#### **22. RELATIONSHIP OF THE PARTIES.**

Nothing contained herein shall be deemed or construed to create a partnership or joint venture of or between the parties, or to create any other relationship between the parties hereto other than that which is specifically provided for in this Agreement.

#### **23. WAIVER OF JURY TRIAL.**

Each party agrees to waive its right to a trial by jury in connection with any dispute which may arise under this Agreement.

#### **24. ENTIRE AGREEMENT.**

This Agreement and any other document incorporated by reference or contained on Venue's event management website represents the entire understanding between the parties with respect to the subject matter contained herein and supersedes all other negotiations, agreements, representations and covenants, oral or written, and any other agreement(s) executed by Venue and Client in connection herewith. To the extent the terms of this Agreement and the terms of any other document contained on Venue's event management website differ, the terms of this Agreement shall control except with respect to the Event Summary. This Agreement may not be modified except by a written instrument signed by both parties.

#### **25. WAIVER.**

A party's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by either party unless specific waiver thereof shall be in writing.



IN WITNESS WHEREFORE, Client and Venue executed this Agreement on the date reflected on Venue's event catering platform.

