

EXHIBIT A

WATERHOUSE PAVILION PRIVATE RENTAL REQUIREMENTS

A. MILLER PLAZA

Miller Plaza (hereinafter referred to as “the Plaza”) is a privately owned park dedicated to public enjoyment and civic activities. The Plaza does not receive funding from the city, county, state or federal government and is not connected to any governmental body.

B. FACILITY RENTAL

An organization or individual (hereinafter referred to as “the Renter”) wishing to rent the Waterhouse Pavilion must submit a written request detailing the proposed event, technical requirements, and specify the date(s) and time(s) desired to RiverCity Company. The basic rental fee guarantees use of the Waterhouse Pavilion, including the restrooms in the lobby of the main building. Additional services are detailed below.

C. RENTAL FEES AND CONDITIONS

Waterhouse Pavilion*	\$300 (weekday mornings 7:00am – 10:00am)
	\$900** (weekday evenings & weekends up to 8 hrs.)

*Pavilion shall remain open Monday through Friday for public use from 10:00am to 4:00pm

**One security officer and liability insurance up to 200 guests are included in rental fee. These items will be arranged by RiverCity Company.

Holidays and Holiday Weekends	\$1,400
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(Easter, July 4th, Labor Day, Memorial Day)

The Pavilion is closed Thanksgiving Weekend, Christmas Eve, Christmas Day, New Year’s Eve, and New Year’s Day.

If user has liability insurance, \$100 may be deducted from the rental fee listed above. RiverCity Company must be listed as additionally insured and copy of such insurance must be returned with the contract.

In addition to rental fee:

Refundable Cleaning Deposit	\$200
Sound Operator	By Separate Contract

Capacity

Waterhouse Pavilion accommodates approximately 200 people seated banquet-style, 300 theater-style, or 400 standing.

Waterhouse Pavilion is heated during the winter, but IS NOT air conditioned.

D. HOURS OF OPERATION

Including set-up and breakdown, the event must be held within the following hours:

Monday – Thursday	7:00 am to 10:00 am (for weekday morning events) 4:00 pm to 11:00 pm (for weekday evening events)
Friday	4:00 pm to 12:00 am
Saturday	7:00 am to 12:00 am
Sunday	7:00 am to 11:00 pm

Pricing is for 8 consecutive hours (typically 3-hour set up, 4-hour event, 1-hour clean up) Additional hours billed at \$100/hour. However, all events, including additional hours, must be held within the hours listed above. All events, including clean-up, must end by 11:00 pm Sunday – Thursday and Midnight on Friday and Saturday. No exceptions.

E. DEPOSIT & FEE PAYMENT

One signed copy of the rental contract and a check for half of the rental fee made payable to RiverCity Company are to be returned no later than thirty (30) days after the date has been requested. After thirty (30) days, if the contract and fee deposit have not been received, the date may be released. Two separate checks made payable to RiverCity Company for the balance of the total fee and the refundable cleaning deposit (\$200) are due and payable not less than thirty (30) days prior to the scheduled event. The rental deposit is 50% refundable if the Renter cancels in writing a minimum of fourteen (14) days prior to the scheduled event.

There is a \$35.00 service charge for any returned checks.

F. SECURITY

One security officer will be assigned per weekday after-hours function (4:00 pm or later) and for weekend events. This is included in the rental fee. If RiverCity Company deems it necessary to attendance, more staff and security officers will be assigned at an additional charge. Also, a RiverCity Company employee is available for an additional charge of \$25 per hour should the renter choose this option.

G. INSURANCE

An original certificate of insurance with RiverCity Company listed as additional insured BY THE INSURANCE AGENCY is required thirty (30) days prior to the event. This cost is included in the Miller Plaza Rental fee, and shall be acquired by RiverCity Company for the event, unless Renter has proof of such insurance.

H. USE OF AMPLIFIED SOUND AND/OR VISUAL DISPLAYS

RiverCity Company desires to provide a quality downtown facility for all types of organizations, both public and private. However, in no event shall Waterhouse Pavilion and/or Miller Plaza be used for the purpose of promoting, endorsing, or advertising political or religious messages or philosophies to audiences located on the exterior of Waterhouse Pavilion. No renter may use

any amplified sound system or loudspeaker system which projects sound away from the interior of Waterhouse Pavilion. Any such sound system and all speakers related thereto shall remain within Waterhouse Pavilion and shall be directed towards the interior of the facility. Any signs, banners, displays, or other visual materials which promote, endorse, or advertise political or religious messages or philosophies also must be placed only on the interior of Waterhouse Pavilion and must be oriented towards the interior of the facility.

I. FOOD

There are no catering restrictions for private events, however Renter is encouraged to use the services of the on-site food establishments.

Bleacher Bums	423-634-1083 (pastries, coffee, hot dogs, BBQ, pop corn, ice cream)
Market Street Tavern	423-634-0260 (Southern cuisine)
Subway Restaurant	423-265-3022 (deli sandwiches, chips, drinks, cookies)

J. ALCOHOL

Alcohol is permitted for private events under the following conditions:

- Alcohol may be served to guests free of charge; however, permits must be obtained from the beer and/or liquor board if there is to be alcohol sold. Copies of permits must be provided to RiverCity Company at least thirty (30) days prior to the event.
- Additional insurance coverage must be acquired when selling alcohol.
- No one under the age 21 shall be served alcoholic beverages.
- Additional off-duty City Police Officers may be required when alcohol is present.

K. SALES TAX

The Renter is responsible for any and all city; county; state and/or federal taxes due by law on its sales.

L. CLEANING FEES

The Renter is required to return the Pavilion in essentially the same condition as when the event began. There is a two hundred dollar (\$200.00) cleaning deposit, made payable to RiverCity Company and payable in advance (see paragraph B.) The deposit will be refunded by mail if RiverCity Company determines that the property was returned in its pre-rental condition after the event.

All trash generated by the event must be bagged and placed in a location indicated by Plaza staff. Clean-up should cover all areas affected by the event, including restroom facilities, and must be completed immediately following the event. If these clean-up conditions are not met, the cleaning deposit will not be refunded, and cleaning fees incurred in excess of the two hundred dollars (\$200) cleaning deposit will be charged to the Renter.

M. CANCELLATION/REFUNDS

The rental deposit is 50% refundable if the Renter cancels in writing a minimum of fourteen (14) days prior to the scheduled event.

In the event of cancellation by the Renter, the Plaza will make every attempt to reschedule the event; however, events can be rescheduled only on an open date at the Plaza's convenience. The cleaning deposit will be 100% refundable.

In the event of inclement weather, the Plaza reserves the right to cancel an event if weather conditions threaten the safety of event attendees. Every effort will be made to reschedule the event at a time to suit the Renter, but if no date is agreed upon, the rental fees charged will be 100% refundable. RiverCity Company staff will not be held accountable for any of the Renter's additional expenses caused by a cancellation under such circumstances.

If the Renter does not comply with the policies outlined herein and such non-compliance results in cancellation of the event by the Plaza staff, no fees shall be refundable.

N. SPECIAL SERVICES

Bringing any vehicles on the Plaza premises is strictly prohibited, except for the driveway running through the Plaza from Cherry Street to Market Street. This driveway is for unloading and loading only; vehicles must not remain parked there during the event.

If events require outside services, such as port-o-lets, such services will be paid for by the Renter. RiverCity Company does not provide them.

Occasionally, groups wish to hand banners at the Plaza. To do so, the banners must comply with the City of Chattanooga sign ordinance and must be approved in writing in advance by RiverCity Company.

Banners may only be placed within the Waterhouse Pavilion. The Plaza staff is equipped to assist in hanging banners during set-up prior to the event. Banners must be removed immediately after events.

O. LIABILITY/LICENSES

The Renter will be held responsible for any damage to the Plaza occurring in connection with its event and will be charged for repairs.

Photos, film and video images of the Plaza taken for commercial use must be approved in advance by RiverCity Company with all rights and fees as may be determined by RiverCity Company.

The Renter hereby agrees to defend and indemnify RiverCity Company from and against any and all claims arising out of the proposed program/event, whether for personal injury and/or property damage. The Renter hereby waives any claim against RiverCity Company arising out of the proposed program at the Plaza.

No permanent or semi-permanent structure may be constructed, erected or otherwise installed on Miller Plaza Property.

P. ADDITIONAL USE REGULATIONS

- a. The Pavilion shall be vacated by all persons no later than the time and dates stated herein.
- b. The User shall have the use of the Pavilion only for the purposes specified herein.
- c. RiverCity Company specifically requires that Users be responsible for conduct of their guests and any third party which User hires to perform catering, entertainment, or any other event function.
- d. Those wishing to charge admission to a private event held in the Waterhouse Pavilion may be required to have additional security present during monetary transactions.
- e. Organizations wishing to conduct on-site sales will be required to pay ten percent (10%) of all sales to RiverCity Company.
- f. If any damage is done to the floor of the Waterhouse Pavilion due to cooking, renter will be responsible for cost of repairs.
- g. Glass products, with the exception of serving pieces, are prohibited in Miller Plaza and Waterhouse Pavilion.
- h. The User agrees to comply with any and all laws, statues, ordinances, rules, orders, regulations, and requirements of Federal, state and local governments, and all of their departments or bureaus, applicable to User's use of the Pavilion.
- i. Both public and private events may be stopped or cancelled by Landlord if the provisions of this policy are not followed by the person(s) responsible for the event.

**Emily Martin
RiverCity Company
850 Market Street, 2nd Floor Miller Plaza
Chattanooga, TN 37402
423-265-3700 (o)
423-265-6952 (f)**

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