

DREAM SPACE VENUE RENTAL CONTRACT AGREEMENT

1. CHANGE / CANCELLATION:

Any changes/cancellation made to this contract must be made in writing and signed by all parties. In the event the Client is forced to change the date of the event, every effort will be made by Dream Space Venue to transfer booking reservations to the new date. The Client agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Client. There may also be additional charges above and beyond those set in the original contract. The Client further understands that last minute changes can impact the quality of the event and that Dream Space Venue is not responsible for these compromises in quality. If the Client changes the date of the event and Dream Space Venue is unavailable to provide services, then Dream Space Venue is in no way to be held responsible or liable for non-performance. The Client also forfeits all costs for non-compliance with this agreement.

CANCELLATION BY THE CLIENT:

In the event of a cancellation, refunds are limited to unearned fees. Deposits are non-refundable and any earned fee will have to be paid in full within 30 days of cancellation.

CANCELLATION BY DREAM SPACE VENUE:

Should Dream Space Venue be unable to perform any specific tasks in the hosting of the event, due to the staff illness or hospitalization, unearned fees will be refunded and we will do our best to find a substitute event venue.

Dream Space Venue is not responsible for any actions preventing the event to happen, such as fire, flood, earthquake or any other natural or human acts.

2. CLIENT RESPONSIBILITIES:

The Client is responsible for paying suppliers directly unless otherwise agreed. All suppliers/services contracts for services brought into the venue will be between the Client and the supplier/service provider. The Client is responsible to pay Dream Space Venue as per invoice. In the event payment hasn't been received within 24hrs of being invoiced, then Dream Space Venue reserves the right to cancel the invoice and your date & time may be re-booked by other parties, without exception and with notice. Any items needed for the event must be purchased by the Client in advance. Dream Space Venue is more than happy to provide event rentals, but payment will be due before the start of the event.

3. PROMOTIONAL USE:

The Client gives permission and shall allow Dream Space Venue to use any photograph of them, the event setting for viewing on our website or social media channels for promotional purposes only. The photographer's name/website will be promoted underneath the photos (if applicable). Dream Space Venue gives permission and shall allow the couple to use any photographs/videos in which the venue appears.

4. ASSISTANTS and ATTIRE:

Should your event require it, Dream Space Venue will provide assistants in order to fulfill this contract. These assistants will abide by all terms of this contract. The decision to use assistants is at the sole discretion of Dream Space Venue. The cost of said assistants is specified in your invoice amount. Dream Space Venue and any associated staff will dress in appropriate attire for your event.

5. CONDITIONS of USE:

Client's activities during the rental period must be compatible with use of the building/grounds and activities in areas adjacent to the rental space and building. This includes but is not limited to parking for long periods on the grass area around the building, destruction of property inside or around the building. Smoking is not permitted anywhere in the building. Dream Space Venue must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Client is responsible for the removal of all decorations and trash from the property, or placed in a trash container provided on site.

6. EVENT SET-UP LIMITATIONS:

• All property belonging to Client, Client's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Client need earlier access for set-up purposes, this can be arranged for an additional fee. The Client is ultimately responsible for property belonging to the Client's invitees, guests, agents and sub-contractors.

- Client's items must be scheduled for pick-up at the end of the rental period
- Cash bar alcohol service must be accompanied by a valid liquor license and necessary security personnel in accordance with the Bermuda Liquor License Authority
- All guests must be off Dream Space Venue premises no later than 30 minutes after the end of the rental period.

7. RESPONSIBILITY AND SECURITY:

Dream Space Venue does not accept any responsibility for damage to or loss of any articles or property left at Dream Space Venue prior to, during or after the event. The Client agrees to be responsible for any damage done to Dream Space Venue by Clients, his/her guests, invitees, employees or other agents under the Clients control. Further, Dream Space Venue shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Clients, or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Clients to maintain the premises in a safe condition or arising from any other cause, The Clients, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Dream Space Venue for any such loss, damage, or injury of claims and demands against Dream Space Venue for any such loss, damage, or injury of the Clients, and hereby agrees to indemnify and hold Dream Space Venue free and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

- 8. <u>VENDORS:</u> Client understands and agrees that Dream Space Venue is not responsible for poor services rendered by any vendor. It will be the Client's responsibility to settle all grievances and discrepancies with the vendor directly. Dream Space Venue will always do its best to find the top suppliers, but we cannot be held responsible for any supplier/service provider's performance or product. Dream Space Venue will not refund any fees in the instance that a vendor is not satisfying to any Client. Contracts with all vendors will be between the Client and the Vendor. Dream Space Venue will not enter any vendor contracts on behalf of the Client. The Client agrees to let Dream Space Venue know of any changes to the event and/or vendors that they will be using.
- 9. <u>ADDITIONAL WORK/CHANGE ORDERS:</u> New work requested by the Client and performed by Dream Space Venue after a proposal/estimate has been approved is considered a Change Order, and will be billed according to the additional hours. If the job changes to an extent that it substantially alters the specifications described in the original proposal/estimate, a revision memo will be submitted to Client, and a revised additional fee must be agreed to by both parties before any further work proceeds. Alterations and other changes requested after project completion are billed at standard hourly or package rates.
- 10. <u>ACCURACY:</u> Client agrees that the accuracy of information supplied to Dream Space Venue is the sole responsibility of Client, and that Dream Space Venue is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Dream Space Venue is not responsible for errors or omissions. Corrections will be made at no charge if they are brought to Dream Space Venue attention within 7 days of the start of the event.

11. RIGHT OF WITHDRAWAL:

The discovery by Dream Space Venue of new information, changes to agreed circumstances by the Client without previous discussion, or other factors which tend to circumvent standard policies may result in withdrawal. Should Dream Space Venue initiate the withdrawal, all fees will be returned, excluding booking fee as well as fair market value for all services/products already provided.

12. <u>FEES:</u> The Client agrees to pay Dream Space Venue a service fee disclosed on the Client's invoice for the use of Dream Space Venue rental services. Any mutually agreed additional services is to be paid by the Client. A nonrefundable 50% deposit is to be sent with this signed contract to secure your booking. The final balance is due 5 days prior to the event date. Payment plans can be arranged on a monthly basis, if required. Upon receipt of the booking fee and signature of this agreement, Dream Space Venue will reserve the date agreed upon and will not make reservations with another CLIENT for the same date. For this reason, the booking fee paid is NON-REFUNDABLE, even if the date is changed or the event cancelled for any reason; including but not limited to, acts of God, fire, strike and/or extreme weather. Accepted forms of payment are cash, credit card or direct deposits using the bank details below

Dream Space Venue Bank of NT Butterfield 0604017270017

13. <u>LATE PAYMENTS:</u> Payments not received by due date will result in restricted access to the venue on the event date. Dream Space Venue reserves the right to refuse completion or delivery of the venue until past due balances are paid.

- 1. CANCELLATIONS: In the event the Client must cancel the contracted services of Dream Space Venue as a result of mitigating circumstances that relate to COVID-19, the initial non-refundable deposit will be forfeited. Any other payments made to date may be transferred to a future available date minus the cost of already purchased items should we receive notification of the cancellation prior to 1 month of the event date. Should the Client have to cancel the event within 1 month of the event date, the Client may receive a credit minus the cost of already purchased or bought items towards an available future date offered by Dream Space Venue within 1 year of the original event date.
- <u>2. POSTPONE</u>: Should the Client need to postpone an event as a result of mitigating circumstances that relate to COVID-19, the Client may receive a credit minus the initial non-refundable deposit and the cost of already purchased or bought items towards an available future date within 1 year of the original event date.
- 3. MITIGATING CIRCUMSTANCES: Mitigating circumstances that relate to COVID-19 may include but are not limited to:
- Government ordered lockdowns that prevent or have prevented an event from going ahead on the date agreed between Client and Dream Space Venue.
- The inability for immediate event stakeholders to travel to/from or attend the event.
- Government issued restrictions on event occupancy.
- Voluntary or involuntary self-quarantines for immediate event stakeholders.
- Sudden illness or death as a result of a COVID-19 diagnosis of immediate event stakeholders.
- Closure or reduction of work for third party event vendors as a result of COVID-19.

Any requests for changes to the agreement between the Client and Dream Space Venue as a result of COVID-19 should be made in writing and emailed to Dream Space Venue: info@justdreamsbermuda.com.

<u>15. AGREEMENT</u>: This agreement contains the entire understanding between Dream Space Venue, and the "CLIENT". It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

Dream Space Venue Management Team