

# **Ground Kontrol Private Event Rental Contract**

## **1. Names**

Brik Olson, A Medium Corporation (Renter) and Timewarp, Incorporated, an Oregon corporation (Owner), agree to exclusive use of the Ground Kontrol gaming facility located at 511 NW Couch St, Portland, OR 97209 by Renter according to the following terms.

## **2. Rental Period**

The Rental Period will begin at 8:00PM on Thursday, April 18th and end at 10:00PM on Thursday, April 18th.

## **3. Rental Fee**

The rental fee consists of a \$625 hourly rate applied over a period of 2 hours for a total of \$1250.

## **4. Liability**

Full responsibility for any injury, theft, loss, or damages to Renter, guests, and Ground Kontrol's facility and property during the Rental Period lies completely with Renter, except the extent that any such injury or damages are caused solely by Owner's negligence.

## **5. Access and Capacity**

Owner agrees to provide staff as necessary to control access to the facility, and will allow no more than 60 persons to occupy the facility at any given time during the event. Owner will also provide exterior signage stating that the business is closed for a private function.

## **6. Flames/Fire**

Open flames and the burning of any materials, including candles, cigarettes, and incense, is prohibited. The Renter may, with prior approval of and supervision by the Owner, light birthday cake candles if they are quickly extinguished.

## **7. Decorations, Signs, and Decals**

Decorations, signs, banners, etc. may only be attached to walls, doors, or windows using string or adhesive tape with express approval of Owner. Nails, tacks, staples and any other fasteners may not be used under any circumstances. Renter hereby agrees to pay costs incurred for removing decorations, as determined by Owner.

## **8. Special Equipment**

The Renter must obtain permission from the Owner to plug in electrical equipment at the facility.

## **9. Animals**

Animals are prohibited in the facility except service animals individually trained to perform tasks for persons with disabilities.

## **10. Advertising**

The Owner reserves the right to approve, in advance, all forms of advertising or publicity for any activity held in its facilities.

## **11. Food and Beverage Service**

Food and beverages must be approved by the Owner in advance. The Owner reserves the right to prevent unapproved food and/or beverages from entering the premises. Unapproved outside food items are subject to a \$50/hour fee.

Alcohol in the form of beer, wine, malt beverages or distilled spirits may be provided by the Owner and/or the Renter *with prior approval*.

Renter-supplied beverages are subject to a \$2-per-drink serving fee, to be totaled by Owner and paid by Renter at the end of the Rental Period.

Alcohol will be served by assignees of the Owner who are qualified to do so under Oregon Liquor Control Commission (OLCC) regulations. The Owner reserves the right to refuse to serve alcoholic beverages to any person for any reason.

Alcohol or containers which previously contained alcohol may not be removed from premises by Renter or Guests in any way, shape, or form.

In recognition of the legal restrictions imposed by the Owner's full on-premises alcohol service license, Renter shall act in good faith to ensure that Renter and Guests comply with the following:

- Premises will be closed to the general public, with access limited by guest list, invitation, password, or Renter-supplied monitor at door. Renter will inform Owner how to limit access prior to event.
- Assignee of the Owner will be stationed at or near the door to limit access to invitees, check for valid ID, and assign wristbands based on age of Guest. Acceptable ID in the state of Oregon (per Oregon Revised Statute 471.130) is limited to:
  - An unexpired and unaltered U.S. state or District of Columbia driver license with or without a photo;
  - An unexpired and unaltered identification card or driver license issued by a U.S. state, District of Columbia, Puerto Rico, Guam, Northern Mariana Islands, United States Virgin Islands, or American Samoa with photo, name, date of birth, and physical

description;

- An unexpired and unaltered ID card issued by a federally recognized Indian tribe with photo, name, and date of birth;
- An unexpired and unaltered passport or unexpired and unaltered passport card;
- An unexpired and unaltered U.S. military ID card.
- Minors or persons without valid ID will only be admitted if accompanied by a parent, guardian, or adult spouse at entry, and shall not consume alcohol – **no exceptions**.
- Persons who remove or refuse to wear their wristband will be asked to leave.
- Servers may ID anyone whom they are not confident is 21 years or older, regardless of wristband color.
- Each adult will be served only one alcoholic drink at a time.
- All alcoholic drinks must be fully consumed or disposed of before another is served.
- Serving sizes will be limited to 16 oz. for beer & malt beverages, 6 oz. for wine, and 1 oz. of distilled spirits per cocktail.
- Live music will not be performed without prior approval of Owner.
- No entertainment that is primarily for adults will be allowed.

## **12. Post Agreement Requests**

The Owner will attempt to comply with post-agreement requests but cannot guarantee same.

Should the Renter request any additional equipment or services, the Renter will pay the Owner for same at the appropriate rate; administrative fees may apply.

### **13. Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

### **14. Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by email, if receipt is acknowledged by the recipient
- by certified mail, or
- by overnight courier.

### **15. Governing Law**

This agreement will be governed by and construed in accordance with the laws of the city of Portland, county of Multnomah, and state of Oregon.

### **16. Counterparts**

The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

### **17. Modification**

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

## **18. Waiver**

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

## **19. Severability**

If any Oregon court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

**RENTER**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Brik Olson, A Medium Corporation

**OWNER**

Timewarp, Incorporated,

An Oregon Corporation Doing Business As “Ground Kontrol Classic Arcade”

511 NW Couch Street

Portland, Oregon 97209

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Anthony Dandrea

TimeWarp, Incorporated

Authorized Agent

Vice President