



Aki Technologies Bar + Terrace Reservation

Tuesday, April 23,
2024

EVENT CONTRACT

ACCOUNT: Peggy Milbrandt

CONTACT: Peggy Milbrandt

EMAIL: pm@aki

SALES MANAGER: Sammi Nelson

EMAIL: sammi@ledgerbentonville.com

PHONE: 479-579-9644

ADDRESS:

ONE WEST FOURTH ST,

SUITE 500

WINSTON-SALEM, NC 27101-3818

EVENT SUMMARY

Date	Time	Location	Areas	Event Type	Guests	Rental
4/23/ 2024	12:00 pm – 6:00 pm	Ledger Bentonville	Bar, Gallery, and Terrace			

EVENT CHARGES

Qty		Price	Total
1	Bar + Terrace + Gallery: Half Day (12:00 PM to 6:00 PM)	\$2,500.00	\$2,500.00

ESTIMATED BILLING

	Total
	\$2,500.00
Subtotal	\$2,500.00
State Sales Tax	6.5% \$162.50
Bentonville Tax	2.0% \$50.00
Hospitality Tax	2.0% \$50.00
Bentonville County Tax	1.0% \$25.00
Grand Total	\$2,787.50
Estimated Amount Due	\$2,787.50



Aki Technologies Bar + Terrace Reservation

Tuesday, April 23,
2024

TERMS AND CONDITIONS

Ledger™ Event and Waiver Agreement

State of Arkansas

This Event Agreement, hereinafter referred to as "Agreement," is entered into and made effective by and between the following parties.

Hereinafter, "Renter" will refer to and be used to describe the undersigned client.

"Host" will refer to and be used to describe the following party: Ledger Operations Community, LLC. Renter and Host may be referred to individually as "Party" and collectively as the "Parties." "Venue" shall mean the particular event space designated below that is located on the first, second or sixth floor of the real property located at 240 S Main, Bentonville, AR 72712 ("Building").

Contact Information

Contact Name: Peggy Milbrandt

Email address: pm@a.ki

Event Details

Event: Aki Technologies Bar + Terrace Reservation

Event Space (see pricing sheet): Bar, Gallery, and Terrace

Number of Guests: 40-60

Event Date(s): April 23, 2024

Event Start Time: 12:00 PM

Event End Time (may not be later than 11:59 pm): 6:00 PM

Total Venue Rental Fee: \$2,787.50 (can be paid via ACH, check or credit card) (credit cards incur a 4 percent fee per transaction)

Verified Vendors

Vendors: Are they verified? (yes/no)

- 1.
- 2.
- 3.

- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

RECITALS:

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE 1 - GENERAL TERMS:

The rental of the Venue, as well as any and all services provided at the Venue and any additional facilities located within or appurtenant to Venue (all of which will continue to be collectively referred to as "Venue"), is subject to the terms of this Agreement, all parts and subparts of which are specifically incorporated by reference here.

ARTICLE 2 -VENUE ACCESS:

- Host agrees to make the Venue available to Renter on the Event Date from the Event Start Time until the Event End Time (as the terms are defined above), unless otherwise agreed upon by Host.
- Renter will have access to the Venue on the Start Date at the agreed upon time.
- Renter will need to return access, including any keys or other materials, at the Event End Time to Host.
- A representative or team of representatives of the Host will be available during the Event (as defined above). The representative or team may be offsite.

ARTICLE 3 - FEES:

At the time of signing this agreement twenty-five percent of the Venue Rental Fee ("Rental Deposit") is due and is non-refundable. The remaining payment shall be paid two months prior to the event.

If, more than two months out from the Event Date, the Event is canceled due to no fault of the Host, the Rental Deposit will be retained by the Host. If the Event is canceled two months or less before the Event takes place due to no fault of the Host, the Rental Deposit and an additional twenty percent thereof will be retained by Host and non-refundable to Renter.

ARTICLE 4 - RESPONSIBILITIES OF RENTER:

Renter will be responsible for all costs and expenses incurred in connection with the Event taking place at the Venue. Such costs and expenses include food and service expenses, if any.

To sell or serve alcoholic beverages, the Renter will be responsible to use a verified and approved vendor who is in compliance with all state and local laws and who is properly permitted to sell alcoholic beverage at the Venue on the Event Date.

Serving of alcohol may only occur for a three-hour maximum time frame for a half day rental and a five-hour maximum time frame for a full-day rental. A half day rental shall consist of maximum of four hours and a full day rental is at least seven hours. All Events must end no later than 11:59 pm.

In addition to Article 13 below, Renter agrees to hold harmless, defend and indemnify Host, including its employees and agents from and against any claims, injuries, causes of action, damages and expenses, including attorney's fees, resulting from or arising out of the service or consumption of alcohol at the Event or any failure of the Renter to comply with any of the alcohol-related provisions of this Agreement. Moreover, Renter is responsible for ensuring that neither it nor any of its vendors allow anyone to leave the Venue with an alcoholic beverage.

All vendors must be verified through the verified vendor application process and approved by Host. Vendors and the Renter are required to use only compostable products.

If there are to be additional sellers of goods it will be the Renter's responsibility that vendors submit required verified vendor information and be approved by Host prior to the Event Date.

ARTICLE 5 - EVENT SETUP:

Set-up and tear-down of any of the equipment owned by Host, provided at the Venue, will be done before and after the event by employees of the Venue.

No candles, sparklers, confetti, excess glitter, rice, fireworks, tape, nails, nail guns, glue, or any other form of adhesive or tools are to be used anywhere on the Venue premises unless agreed to in advance by the Host.

All displays in the Building must be free-standing. Nothing may attach to walls or columns of the Building unless they are removable stickers and approved adhesive strips to affix decorations to walls, floors and glass with prior permission from the host. Nothing can hang from the ceiling.

Any additional items brought by the Renter that are not from a verified vendor, such as chairs, tables, stages, decoration, etc., must be approved by the Host at least two weeks before the event.

Upon completion of the Event, Renter will return all keys and other tangible items belonging to the Host.

Renter is permitted to use videography and photography at the Venue. However, Renter is responsible for obtaining all necessary consents from the parties filmed and photographed at the Event. If Renter duplicates and distributes recordings from the Event, Renter agrees that these recordings shall not contain any obscene illicit, pornographic, illegal, racist, sexual, or defamatory content, or any other content that would encroach upon the rights and freedoms of another person, whether that person was a participant or not of the Event.

The Host reserves the right to utilize photographs and videos taken during the Event, for which proper consent was obtained, for marketing or other business purposes in any medium and on any social media platform.

ARTICLE 6 - CONDITION OF PREMISES:

Renter agrees and acknowledges that the Venue is in good working order and well maintained. A post-inspection check list will be completed following the conclusion of the event by the Host and the Renter once the event has concluded and all decor, furniture, guests, and vendors have been removed from the event space.

Renter agrees to be held liable for any damage to the Venue outside of what is considered "normal wear and tear." Any aesthetic, electrical, structural, or mechanical damages caused by the Renter, the Renter's staff, Renter's guests, Renter's affiliates, or Renter's vendors will be the sole responsibility of the Renter to pay, in full, to the Venue.

Damages will be assessed by a Host-appointed staff or contractor and Renter agrees to pay the amount quoted for any repairs.

It is the Renter's responsibility to restore the Venue to its original condition including, but not limited to, decorations, food/beverage containers, Event trash, etc. The Renter is required as part of the Agreement to pay a cleaning fee and the Host can charge an excess fee if deemed necessary.

ARTICLE 7 - EVENT GUESTS:

The amount of guests attending the Event is not to exceed the agreed upon Number of Guests.

If the Number of Guests changes from the initial assessment in this Agreement, the Renter must inform the Host no later than two weeks before the Event Date.

ARTICLE 8 - SUBSTANCE POLICIES:

The use of any illegal narcotics or unauthorized controlled substances on the premises of the Venue is expressly prohibited by the Venue and applicable law. Failure to ensure that the Venue is kept as a drug-free location, due to the Renter's negligence or disregard, is subject to legal action by the Venue and applicable local, state, and federal courts.

Smoking, vaping, or the use of e-cigarettes at the Venue and on Ledger property is not allowed.

ARTICLE 9 - SECURITY:

Building Security Vendor is automatically added at the rate of \$45/hour for any event alcohol is being served Mon-Thursday after 5:00 PM and during any event happening on the weekends.

ARTICLE 10 - WAIVER AND RELEASE:

Renter hereby waives any and all rights to any legal claims or actions against Host and releases and discharges Host and Host's heirs, assigns, successors, officers, employees, agents, executors, partners, administrators or any other legal representatives along with anyone claiming through them (hereinafter, collectively, the "Released Parties"), in their individual capacity or in their business capacities, of all claims, causes of actions, liabilities, disputes, demands, damages, agreements, contracts, obligations, promises, debts, and/or accounts of any kind or any nature, whether currently known or unknown, for any damage, loss, or injury of or relating to the rental of the Venue, which Renter has or ever had or may have in the future against the Host or any of the Released Parties.

ARTICLE 11 - TERMINATION:

Host reserves the right to terminate this Agreement for any reason and at any time. Host also reserves the right to refuse entry to Renter's guests, staff, or affiliates if suspected of any suspicious or illegal activity. Host may also terminate this Agreement if the Renter or any of Renter's affiliates violates any of the terms of this Agreement in any way and in such event, Renter shall forfeit its Rental Deposit

Renter may terminate this Agreement at any time, subject to Article 3 above. Renter must give prior written notice of termination of this Agreement to Host.

Liability for Uncontrollable Circumstances. Sometimes, there are events that neither Host nor Renter cannot control. Neither party will be liable for failing to perform any obligation in this contract resulting from circumstances beyond the party's reasonable control. These circumstances include, but are not limited to, construction delays, fire, and terrorism.

ARTICLE 12 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications made hereunder (each termed a "Notice") shall be in writing and addressed to the Parties at the addresses set forth below. All Notices may be delivered by email or at the address which the Parties may designate to each other, through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid).

If to Host:

Ledger Operations Community, LLC
240 South Main Street
Bentonville, AR 72712

If to Renter:

Aki Technologies

ONE WEST FOURTH ST,

SUITE 500

WINSTON-SALEM,NC 27101-3818

Payments required to be made by Renter to Host hereunder shall be payable to Host at the address for Host, which is 240 South Main Street, Bentonville, Arkansas 72712, ATTN: Ledger Operations Community, LLC.

ARTICLE 13 - INDEMNIFICATION:

Renter agrees to defend and indemnify Host and any of its affiliates and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Renter, Renter's affiliates, guests, or employees, the use or misuse of the Venue and any services therein, Renter's breach of this agreement, or the conduct or actions of any of Renter's affiliates, guests, and employees. Renter agrees that Host shall be able to select its own legal counsel and may participate in its own defense if so desired.

ARTICLE 14 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between Host and Renter with respect to any and all use of the Venue. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of the activities or facilities.

ARTICLE 15 - GOVERNING LAW; VENUE; DISPUTE RESOLUTION:

This Agreement and any interpretations or constructions thereof shall be governed by and enforced in accordance with the State of Arkansas without regard to conflict of laws and rules. Each party hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement may be instituted or brought in all federal and state courts located in Benton County, State of Arkansas, and by the execution and delivery of this Agreement, each party hereby irrevocably and unconditionally accepts and submits to the exclusive jurisdiction of any such courts, and to all proceedings in such courts.

This agreement explains what the Renter can expect from Host and what Host can expect from the Renter. The agreement applies to all of Host's services, and at times refers to other documents which apply as well — by signing below, the undersigned represents and warrants that he or she has reviewed these documents, understands and agrees to them and has authority to do so on behalf of the Renter.

Client Signature

Electronic Signature

Printed Name: Sammi Nelson

Signed: 3/20/2024 at 5:50 pm

Sammi Nelson

			Total
			\$2,500.00
Subtotal			\$2,500.00
State Sales Tax	6.5%		\$162.50
Bentonville Tax	2.0%		\$50.00
Hospitality Tax	2.0%		\$50.00
Bentonville County Tax	1.0%		\$25.00
Grand Total			\$2,787.50
Estimated Amount Due			\$2,787.50

Electronic Signature

Printed Name: Peggy Milbrandt

Signed: 3/20/2024 at 5:46 pm

Peggy Milbrandt