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## VENUE AND EVENT SERVICES AGREEMENT

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Please fill out the **FIELDS** and email completed service agreement to: [spencer@stylemattersdjs.com](mailto:spencer@stylemattersdjs.com)

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Please complete the following service agreement using the most up to date version of Adobe Reader *only*.

Using any other pdf software, including Apple Preview and Adobe Echosign, may prevent you from correctly applying your digital signature, and may prohibit Ovation Chicago from reading the agreement.

If you don't already have Adobe Reader, download the latest version for free here:

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<http://tv.adobe.com/watch/acrobat-x/how-to-digitally-sign-a-document-with-adobe-reader/>



# VENUE AND EVENT SERVICES AGREEMENT

This Venue and Event Services Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between  
OVATION CHICAGO LLC, an Illinois limited liability company ("**Ovation Chicago**")  
and \_\_\_\_\_ ("**Client**") for the use of the Ovation  
Chicago's event space located at 2324 West Fulton Street, Chicago, Illinois 60612 (the "Ovation Chicago Facility").

## OVATION CHICAGO

## CLIENT

**NAME:** OVATION CHICAGO LLC  
**ADDRESS:** 2324 WEST FULTON STREET  
CHICAGO, IL 60612  
**PHONE:** 773.278.3467  
**CONTACT:** SPENCER & BETHANY LOKKEN  
**EMAIL:** info@ovationchicago.com

**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**CONTACT:** \_\_\_\_\_  
\_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

## GENERAL EVENT DESCRIPTION

(the "**Event**")

Date of Event: \_\_\_\_\_ Event Start Time & Duration: \_\_\_\_\_  
Anticipated Number of Attendees: \_\_\_\_\_ Event Fee: \$ \_\_\_\_\_  
50% Non-Refundable Deposit Amount (due upon signing): \$ \_\_\_\_\_

### **INCLUDED IN TOTAL EVENT FEE** *(Included only if checked, all others are additional cost):*

- |   |   |
|---|---|
| <input type="checkbox"/> One (1) Style Matters DJ with Audio Equipment  | <input type="checkbox"/> Photo Booth                      |
| <input type="checkbox"/> One (1) Event Liaison  | <input type="checkbox"/> Grand Piano                      |
| <input type="checkbox"/> Rolls Royce Chauffeur Service  | <input type="checkbox"/> Track and Drape                  |
| <input type="checkbox"/> Programmable Video Wall + Projector  | <input type="checkbox"/> Coat Check                       |
| <input type="checkbox"/> Two (2) Security Officers  | <input type="checkbox"/> Lounge Furniture                 |
| <input type="checkbox"/> Twenty-five (25) 8' tables, four (4) 4' tables, ten (10) highboy cocktail tables, two hundred (200) chairs | <input type="checkbox"/> Twenty (20) Gated Parking Spaces |
| <input type="checkbox"/> Other  | <input type="checkbox"/> Candle Treatment                 |

**1. EVENT DATES & TIMES.** Both parties agree to be as flexible and as professional as possible in meeting the needs of the other party in use of the Ovation Chicago Facility. Any reasonable use of the Ovation Chicago Facility outside of the specified Event period will be considered by and subject to Ovation Chicago's prior written consent. It is understood that part of the function of this Agreement is to insure a cooperative, professional and amenable relationship between the parties, and such other agreements may be reached by phone, e-mail or other conversation without the need of an additional agreement or may require additional agreement(s) and fees.

**1.1 DATES AND TIMES OF USAGE - EVENT.**

1.1.1 Client will have use of the Ovation Chicago Facility for the Event for the time specified above, which includes Event time and breakdown/load-out times. Set-up prior to the Event is governed by Section 1.2. All guests, staff, attendees, Service Providers and Client must vacate the Ovation Chicago Facility, including lobby area, common areas throughout the building, and the parking lot no later than TBD (the "Vacation Time")

**1.2 DATES AND TIMES OF USAGE - STAFF.** Access will be granted to Client and Client's employees, staff and Service Providers (as defined in Section 3.2.1) at 12:00 pm the day of the Event or such other time as agreed to by Ovation Chicago in writing.

**1.3 GENERAL.**

1.3.1 Client shall pay in advance an additional \$250.00 per hour for any rehearsal or other time requested by Client to use the Ovation Chicago Facility and for any set-up required for a day other than the date of the Event in the event that the Ovation Chicago Facility is available and Ovation Chicago agrees in writing to such additional use. All requests for additional time should be made as far in advance of the Event date as possible, with any additional monies owed paid at the time that Client's additional use is agreed to by Ovation Chicago. The same hourly rate shall apply and Ovation Chicago shall have the right to charge Client if any guests, staff, attendees, Service Providers and Client remain in the Ovation Facility, including lobby area, common areas throughout the building, and the parking lot beyond the Vacation Time.

1.3.2 All upgrades and additional requests should be submitted as far in advance of the Event date as possible in order for Ovation Chicago to consider and agree in writing to accommodate such requests.

**2. COMPENSATION; CANCELLATION POLICY.**

**2.1 COMPENSATION.** Client will pay \$  to Ovation Chicago for the usage of the Ovation Chicago Facility, including the services, staff and equipment as previously provided. The Event fee is inclusive of federal, state and local excise, sales, use and similar taxes, and Client shall be responsible for all such items. Make check(s) payable to: **Ovation Chicago LLC**.

**2.2 DEPOSIT; FINAL PAYMENT.**

2.2.1 Client is required to pay a deposit of 50% upon Agreement signing.

2.2.2 Remainder of the balance due must be paid by no later than thirty (30) days prior to actual Event date. In the event that the balance is not paid in full by this required date and alternative payment arrangements have not been agreed upon by Ovation Chicago and Client in writing, Ovation Chicago reserves the right to cancel the Event by providing written notice to Client and the provisions of Section 2.4.3 governing cancellation for nonpayment shall apply.

**2.3 ADDITIONAL FEES.** Client is to provide credit card information to Ovation Chicago at the time of execution of this Agreement. If the credit card provided expires prior to the Event Date, Client will be required to provide updated information prior to the Event date to be permitted access to the Ovation Chicago Facility. Ovation Chicago reserves the right to charge the Client's credit card for additional fees, costs and expenses, including, but not limited to, for the following reasons:

2.3.1 Property damage directly resulting from Client's use of the Ovation Chicago Facility, to the extent not paid by Client or Client's liability insurance, except for damage caused as the sole or direct result of any negligent, willful or intentional acts or omissions by Ovation Chicago, its agents, employees or contractors.

2.3.2 Client's guests, attendees and/or Service Providers remaining and the Event continuing beyond the Vacation Time, subject to the reasonable discretion of the on-site Ovation Event staff.

2.3.3 Post event cleaning. Client agrees to restore or cause its Service Providers to restore the premises to a "mop-clean" condition acceptable to the on-site Ovation Event staff or to pay a cleaning fee in an amount equal to the greater of \$500.00 or the actual cleaning fee paid by Ovation Chicago.

2.3.4 Any remaining Event fee due pursuant to Section 2.4 in the event of Event cancellation.

2.3.5 Any costs incurred by Ovation Chicago in conjunction with the provision, set-up, removal and return of additional equipment pursuant to Section 3.1.3.

Ovation Chicago shall provide Client with a complete description of all intended charges no less than five (5) business days prior to making any charges to Client's credit card under this Section. Ovation Chicago shall notify Client of additional fees incurred within ten (10) business days after the Event date and will provide to Client, if necessary, a detailed billing of such additional fees within thirty (30) days of the Event Date. In the event Client reasonably disputes any amounts to be charged, the parties shall, in good faith, attempt to resolve such dispute pursuant to the provisions of Section 6.7.1.

## 2.4 CANCELLATION POLICY.

2.4.1 The parties acknowledge that in the event of cancellation of the Event or this Agreement by Client or by Ovation Chicago as a result of any acts or omissions of Client, Ovation Chicago will suffer damages that would be difficult to determine. The parties further agree that the following cancellation fee constitutes reasonable liquidated damages, and not a penalty, to Ovation Chicago for such cancellation.

NOTIFICATION OF CANCELLATION	% OF EVENT FEE DUE OVATION CHICAGO
Up to 180 days in advance of Event	25%
Between 179 days to 30 days in advance of Event	50%
29 days or fewer in advance of Event	90%

2.4.2 Ovation Chicago reserves the right to cancel the Event and terminate this Agreement if the Client fails, or takes actions which would indicate that it will fail, to comply with the terms of this Agreement. In such event, Ovation Chicago, its officers, directors, trustees, affiliates, vendors, members, agents, employees and independent contractors are relieved of any and all responsibilities hereunder and are hereby released from any and all claims, liabilities, damage and causes of action which are caused or occur as a result of such cancellation.

2.4.3 Failure of Client to timely pay any compensation due Ovation prior to the Event shall constitute a default by Client. Upon such a default by Client, Ovation Chicago at its sole discretion, may (a) terminate this Agreement, cancel the Event and retain all amounts paid as liquidated damages and/or (b) enforce the terms of this Agreement through any and all remedies that it has in law or in equity.

## 3. USE OF OVATION CHICAGO FACILITY.

### 3.1 ACCESS TO AND USE OF OVATION CHICAGO FACILITY.

3.1.1 **ON-SITE VISITS.** Client may visit the Ovation Chicago Facility by appointment only and at the discretion of the Ovation Chicago. All site visits by Client's Service Providers must also be done by appointment only (e.g., caterer, florist, chair/table rental company, etc.).

3.1.2 **DELIVERIES.** Ovation Chicago is not responsible for any items delivered to the Ovation Chicago Facility in affiliation with the Event. Client, or an agent of the Client, must be on site to sign for and accept all deliveries. The loading area at the Ovation Chicago Facility is open in accordance with Facility hours. All rentals, including, but not limited to furniture, lighting, sound or stage equipment, must be delivered and picked up on the same day of the Event unless otherwise approved in writing by the Ovation Chicago Managing Events Coordinator in advance of the Event. The Ovation Chicago Managing Events Coordinator must be notified when any deliveries are to be made or when any pick-ups are scheduled. **ALL DELIVERIES MUST ENTER THROUGH THE LOADING AREA ON CLAREMONT STREET. USE OF THE PEDESTRIAN BUILDING ENTRANCE ON FULTON FOR THE PURPOSES OF DELIVERIES IS STRICTLY PROHIBITED.**

3.1.3 **ADDITIONAL EQUIPMENT.** If additional equipment is desired by Client from that furnished by Ovation Chicago as part of the Event fee, including, but not limited to additional furnishings, lighting, sound, and stage equipment and if the parties agree that Ovation Chicago will provide such additional equipment, any Client request therefor must be provided in writing to Ovation Chicago as far in advance of the Event date as possible. The request must include a description and quantity needed of the additional equipment. Client will be responsible for any costs incurred by Ovation Chicago in conjunction with the provision, set-up, removal and return of such additional equipment.

### 3.2 CLIENT SERVICE PROVIDERS.

3.2.1 **SERVICE PROVIDERS.** While Ovation Chicago may provide information to assist Client to hire, at Client's sole expense, service providers, including, but not limited to, valet service, caterer and florist ("Service Providers"), Ovation Chicago receives no compensation relative to Service Providers hired by Client, makes no guarantees as to the quality of services provided by such Service Providers and assumes no responsibility for their performance. All Service Providers providing services at the Ovation Chicago Facility must (a) be approved in writing by Ovation Chicago in its reasonable discretion and (b) provide Ovation Chicago with a certificate of insurance as outlined in Exhibit A. Ovation Chicago will work in cooperation with Service Providers hired by Client within Ovation Chicago's defined guidelines and at the discretion of Ovation Chicago staff. All Service Providers are to be hired by Client and will be acting as the agents of Client.

3.2.2 **CATERING.** The catering company hired by Client shall be responsible for the set-up and breakdown of all equipment and food preparation, as well as the catering staging area, bar, and kitchen area provided by Ovation Chicago on the date of the Event. Per City of Chicago PPA license requirements and restrictions, alcoholic beverages may be served, but not sold to Event attendees and any deviation from this policy shall require (a) Ovation Chicago's prior written consent, (b) compliance with all applicable laws and (c) Client to obtain or cause its catering company to obtain all required licenses, permits and insurance.

### **3.3 CONDUCT; INJURY.**

3.3.1 Client assumes full responsibility for the conduct of all persons in attendance at the Event during any time the Ovation Chicago Facility is under the control of Client or Client's agents, invitees, employees or independent contractors employed by Client. Client shall inform all guests, as applicable, that children under the age of sixteen (16) are not allowed in other areas of the building or parking lot without adult supervision. Ovation Chicago reserves the right to eject any person(s) from the Ovation Chicago Facility and Client hereby waives any right and all claims for damages against Ovation Chicago, its owners, employees and agents upon the exercise of this right.

3.3.2 Client shall be responsible for the safety of all persons in attendance at the Event, Client's staff and Client's Service Providers and agrees that Ovation Chicago shall not be responsible for or have any liability with respect to any damages or personal injury incurred by any attendee, Client staff and/or Client's Service Provider unless solely caused by the gross negligence or willful misconduct of Ovation Chicago. In addition, if Client serves alcoholic beverages, Client's hired caterer shall be responsible for verifying legal drinking age of all invitees and staff of the Event prior to serving so as to remain in compliance with all applicable federal, state and local laws.

3.3.3 Client agrees to use and maintain the Ovation Chicago Facility in a safe and sanitary condition and to comply with all conditions, restrictions, rules, regulations, and decisions of Ovation Chicago or its policies which are set forth herein, posted at the Ovation Chicago Facility or delivered to Client. Client shall pay any fines or charges imposed by Ovation Chicago or any governmental authority due to violation by Client, Client's staff, Client's Service Providers or Client's attendees. Client shall not, and shall ensure that guests and employees of Client, Client's staff and Client's Service Providers do not, disturb, annoy, endanger, solicit, harass, or otherwise interfere with other tenants of the building in which the Ovation Chicago Facility is located or its neighbors, or use the Ovation Chicago Facility for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, violating any law or ordinance, or committing waste or a nuisance upon the Ovation Chicago Facility or building or surrounding area in which it is located.

### **3.4 ALTERATIONS TO OVATION CHICAGO FACILITY.**

3.4.1 Client will not undertake any permanent changes to the Ovation Chicago Facility, nor attach items to the walls, ceilings, roof, trusses or floor without the prior written approval and permission of Ovation Chicago.

3.4.2 Client may make temporary/removable alterations to the Ovation Chicago Facility such as clip lights, streamers, balloons, curtains and other similar temporary/removable alterations. Ovation Chicago must approve all other items in writing.

3.4.3 Upon strike and load-out, Client will return the Ovation Chicago Facility to its original condition, including the removal of all personal items and those items brought in by Service Providers as applicable; provided, however, with Ovation Chicago's prior written approval and at Client's sole risk, Client is permitted to leave personal effects, belongings and materials in the Ovation Chicago Facility either during the Event or after the Event ends, until such time that it can be picked up, with such time scheduled and agreed upon in writing by Client and Ovation Chicago. Ovation Chicago shall not be responsible for loss/theft/damage of any such items.

### **3.5 DAMAGE TO OVATION CHICAGO FACILITY.**

3.5.1 Client assumes full responsibility for any loss or damage done to the Ovation Chicago Facility or any portion thereof and any and all equipment, articles or fixtures contained therein which are the property of Ovation Chicago or any third party during any time the Ovation Chicago Facility is under the control of Client or Client's agents, invitees, employees or independent contractors employed by Client.

3.5.2 Client will pay for any damages to the Ovation Chicago Facility, or to equipment or materials therein owned by Ovation Chicago should Client's personnel/staff/Service Providers or their attendees damage them during the time of the Event, as well as load-in or load-out.

3.5.3 Ovation Chicago shall not be responsible for any damages to Client's equipment or materials during or after the Event, including, but not limited to, accidental damage incurred by any disaster, natural or otherwise, such as rain, snow, hail, fire, or similar causes.

### **3.6 ADVERTISING/SIGNAGE/PUBLICITY.**

3.6.1 Client will be allowed signage outside of the Ovation Chicago Facility on the day of the Event in order to facilitate the location of the Event to Client's guests. The nature and location of all signage materials is subject to the prior written approval of Ovation Chicago.

3.6.2 Client grants Ovation Chicago permission to assign a videographer, at the cost of Ovation Chicago, in order to document the Event, or just a portion of the Event, for the purposes of marketing and website content. Client will receive a copy of the final edited version a no cost to the Client.

## **4. LICENSES/PERMITS; INSURANCE; INDEMNIFICATION.**

### **4.1 LICENSES/PERMITS**

4.1.1 Client agrees to obtain or cause its Service Providers to obtain, all necessary licenses and permits to comply with all laws when hosting the Event, including those related to serving liquor. Noncompliance can result in the immediate cancellation of the Event without liability on part of the Ovation Chicago.

4.1.2 Client's caterer must have the following, with evidence thereof to be provided by Client at least thirty (30) days prior to the Event date: (a) a current off-premise catering food license; and (b) if alcoholic beverages are to be served in conjunction with the Event, (i) a City of Chicago issued Catering Liquor License or Certificate of Registration and (ii) not less than \$2,000,000 of liquor liability/dram shop insurance. No alcohol will be stored by Ovation Chicago in the Ovation Chicago Facility for Client or Client's caterer or other Service Provider.

## 4.2 INSURANCE.

4.2.1 Client must furnish Ovation Chicago evidence of the insurance and endorsements listed in Exhibit A to this Agreement not less than thirty (30) days prior to the commencement of the Event. Client shall also require all Service Providers to maintain coverage consistent with the requirements and amounts described in Exhibit A and to provide evidence thereof to Ovation Chicago, again at least thirty (30) days prior to the commencement of the Event.

4.2.2 Subject to meeting the insurance requirements set forth in Exhibit A, Client's insurance may be satisfied with (a) coverage from Client's homeowners and umbrella/excess liability policies with coverage for "other premises which an insured may occasionally rent for other than business purposes" and/or (b) the purchase of a special event insurance policy.

4.2.3 Ovation Chicago may provide insurance broker information to assist Client to obtain, at Client's sole expense, special event insurance; provided, however, with respect to any such insurance broker, Ovation Chicago receives no compensation, makes no guarantees as to the quality of services or insurance products provided, including whether such insurance meets the requirements of this Agreement, and assumes no responsibility or liability for performance or the insurance coverage obtained.

## 4.3 INDEMNIFICATION.

4.3.1 CLIENT INDEMNIFICATION. Client agrees to indemnify, defend and hold Ovation Chicago and its affiliates and its and their owners, officers, managers, directors, employees, agents, successors and assigns (individually an "Ovation Chicago Indemnitee") harmless from and against any and all Losses (as hereinafter defined) arising from or in connection with the following (collectively, "Client's Indemnified Matters"):

- (A) any act, omission or negligence of Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests;
- (B) any accident, injury or damage whatsoever (unless caused by Ovation Chicago, its agents, employees or contractors) occurring in, at or upon either or both of the Ovation Chicago Facility and the building and grounds where the Ovation Chicago Facility is located and caused by Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests;
- (C) any breach by Client of any of its agreements, representations or warranties under this Agreement;
- (D) any violation, or alleged violation, of law by Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests; and
- (E) claims for work or labor performed or materials supplied, furnished to or at the request of Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests.

In case any action or proceeding is brought against any Ovation Chicago Indemnitee by reason of any of Client's Indemnified Matters, Client, upon written notice from Ovation Chicago, shall defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Ovation Chicago, subject, however, to the provisions of Section 4.3.3.

The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, actual damages (whether direct or indirect, known or unknown, foreseen or unforeseen), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of the Ovation Chicago Facility, damages for the loss or restriction on use of any space or amenity within the Ovation Chicago Facility, damages arising from any adverse impact on marketing space in the Ovation Chicago Facility, sums paid in settlement of claims and any reasonable costs and expenses paid as a direct result of a party's acts that result in injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, reasonable attorneys' and consultants' fees and expenses, and the costs of cleanup, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity.

The provisions of this Section 4.3.1 shall survive the expiration or termination of this Agreement.

4.3.2 **OVATION CHICAGO INDEMNIFICATION.** Ovation Chicago agrees to indemnify, defend and hold Client harmless from and against any and all Losses actually suffered or incurred by Client as a direct result of any acts, omissions or negligence of Ovation Chicago, its employees, agents or contractors or any breach of Ovation Chicago's obligations hereunder. In the event that any action or proceeding is brought against Client, and the foregoing indemnity is applicable to such action or proceeding, then Ovation Chicago, upon notice from Client, shall defend such action or proceeding by counsel reasonably satisfactory to Client, subject, however, to the provisions of Section 4.3.3. Notwithstanding anything to the contrary set forth in this Agreement, (a) in no event shall Ovation Chicago be liable for special, incidental, exemplary, consequential, punitive or indirect damages of any kind regardless of the form of action, whether in Agreement, tort, negligence, strict product liability, or otherwise, even if informed of the possibility of any such damages in advance; and (b) in all events and under all circumstances, the liability of Ovation Chicago to Client shall be limited to the limits of insurance carried by Ovation and the Event fee amount, it being intended that the owners, managers and employees of Ovation Chicago shall not be personally liable for any judgment or deficiency. The provisions of this Section 4.3.2 shall survive the expiration or termination of this Agreement.

4.3.3 **INSURANCE COVERAGE FOR INDEMNIFICATION CLAIM.** To the extent the indemnifying party has insurance that covers any indemnification claim under this Section 4.3, the indemnifying party through its insurer shall have the right to defend any such indemnification claim with counsel selected by the insurer. The indemnifying party shall exercise commercially reasonable efforts to obtain permission of the insurer and its defense counsel for the indemnified party to participate in the defense of such claim and to approve any settlement of such claim. Subject to the foregoing, no indemnified party shall have the right to (a) approve the defense counsel, (b) assume, control or participate in the defense of any claim, (c) approve or consent to any settlement (except that if an indemnified party is not fully and finally absolved of all responsibility with respect to the claim in any proposed settlement, such indemnified party shall have the right to approve or reject any such settlement) or (d) be apprised of all significant developments with respect to the claim, notwithstanding anything to the contrary contained in this Section 4.3; provided, however, the indemnifying party shall keep the indemnified party(ies) apprised of all significant developments with respect to any such claim that it receives notification of from the insurance company.

**5. RULES AND REGULATIONS.** Client will, and will cause its staff, Service Providers, employees, volunteers, agents, subcontractors, vendors, invitees, guests, members and other Event participants to comply with all applicable Ovation Chicago rules, regulations, policies, procedures and restrictions, each as may be amended or modified from time to time, including those set forth in Exhibit B.

## **6. GENERAL PROVISIONS.**

**6.1 NOTICES.** All notices, requests, demands, and determinations under this Agreement (other than routine operational communications) shall be in writing, shall be sent to the respective addresses for the parties previously set forth herein (or as subsequently changed in a notice given in accordance with this Section) and shall be effective upon the earlier of (a) receipt if delivered by hand, (b) on the delivery date if delivered by facsimile or electronic mail if delivery is during business hours, otherwise on the next business day, when delivery is confirmed by the recipient providing written acknowledgment to the sender of receipt of the transmission or (c) actual receipt or first refusal of attempted delivery if sent by (i) United States mail, registered or certified mail, return receipt requested, postage prepaid or (ii) express, overnight courier with a reliable system for tracking delivery. In the event that any notice is not delivered to either party entitled thereto because such party has moved and the address is unknown, then such notice shall be deemed to be effective as if delivered. Notices given by counsel to either party shall be deemed given by such party.

### **6.2 FORCE MAJEURE.**

6.2.1 Neither party shall be in default, for any delays or losses due to such party's failure to perform any of such party's obligations in the event that such failure is caused by any act not within such party's reasonable control, including but not limited to: scarcity of labor, materials or public utilities; strikes; lock-outs; acts of God; acts of terrorism; war; riots, or governmental actions.

6.2.2 If for safety or security reasons Ovation Chicago is unable to perform its obligations hereunder or Ovation Chicago determines in its reasonable discretion that the performance of any such obligation raises safety or security concerns, such nonperformance is excused and Ovation Chicago may terminate this Agreement without further liability of any kind or nature. In the event of such termination, Ovation Chicago Client shall promptly return any deposit or payment made by Client.

**6.3 PREVAILING PARTY.** If there is any legal action or proceeding to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party, the unsuccessful party to such action or proceeding, whether such action or proceeding is settled or prosecuted to final judgment, shall pay to the prevailing party as finally determined, all costs and expenses, including reasonable attorneys' and costs, incurred by such prevailing party in such action or proceeding, in enforcing such judgment, and in connection with any appeal from such judgment. Reasonable attorneys' fees and costs incurred in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The prevailing party's rights under this Section 6.3 shall not merge into any judgment and shall survive until all such fees and costs have been paid. For purposes of this Section, the "**prevailing party**" shall be: (a) as agreed by the parties in any settlement or (b) that party which, in light of the issues litigated and the court's decision on those issues, was determined by the court to be more successful in the action, but need not be the party who actually received a judgment.

**6.4 COUNTERPARTS; FAX/ELECTRONIC TRANSMISSION OF SIGNATURES.** This Agreement may be executed in counterparts and/or using original or facsimile signatures that are scanned and transmitted electronically or by facsimile, each of which shall be binding and have the same force and effect as original signatures.

**6.5 POWER OF ATTORNEY.** In the event more than one individual is the Client hereunder, then each individual client hereby grants the other individual client his or her power of attorney and the signature of one individual Client shall bind all other individual Clients for purposes of this Agreement.

**6.6 MISCELLANEOUS.** This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any previous communications, representations or agreements, whether verbal or written. No changes or modifications of any of the terms or conditions herein shall be valid or binding on either party unless made in writing and signed by an authorized representative of each party. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Any Exhibits or other documents referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of construction will be applied against either party hereto. No waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. Any reference in this Agreement to gender includes all genders, and the meaning of defined terms applies to both the singular and the plural of those terms. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**6.7 DISPUTE RESOLUTION; GOVERNING LAW; JUDICIAL PROCEEDINGS.**

6.7.1 Except as provided below, before initiating any legal claim or action, the parties agree to attempt in good faith to settle any dispute, controversy or claim arising out of or related to this Agreement (collectively, a "Claim") through discussions which shall be initiated upon written notice of a Claim by either party to the other party. If the parties cannot come to a mutually agreeable resolution of the Claim within ten (10) business days or such longer period as agreed upon by the parties, then either party may pursue its rights and remedies available at law or in equity. Notwithstanding the foregoing, either party may pursue any and all rights available at law sooner than provided herein if (a) commencement of litigation is deemed appropriate by a party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, (b) a party wishes to seek injunctive, or any other equitable, relief to preserve rights in respect of a party's intellectual property, or (c) either party makes a good faith determination that a breach of this Agreement is such that the damages to it resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

6.7.2 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Illinois, without giving effect to its rules governing the conflict of law principles. Exclusive jurisdiction and venue of any action arising out of, relating to, or in connection with this Agreement, its negotiation or termination shall be in any state or federal court sitting in the County of Cook, State of Illinois in any action or proceeding arising out of or relating to this Agreement, provided that such federal court has subject matter jurisdiction over such action. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF SUCH PARTIES UNDER THIS AGREEMENT.

**[The remainder of this page is intentionally left blank. Signatures follow.]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of date hereof.

**OVATION CHICAGO LLC**

By: \_\_\_\_\_  
BETHANY LOKKEN, MANAGER

OR

By: \_\_\_\_\_  
SPENCER LOKKEN, MANAGER

**CLIENT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

# EXHIBIT A

## INSURANCE REQUIREMENTS

The following is a checklist of the insurance requirements for Client and Client's Service Providers using the Ovation Chicago Facility at 2324 West Fulton Street, Chicago, Illinois 60612 for special events. Please send certificates of insurance meeting requirements, as marked with an "X", to the address shown below.

CLIENT	SERVICE PROVIDERS	INSURANCE / CERTIFICATE REQUIREMENTS
X	X	<p>Certificates are mandatory evidencing below requirements from Client and Service Providers and must be delivered to Ovation Chicago at least thirty (30) days before the Event date.</p> <p>Client's insurance may be satisfied with (i) coverage from Client's homeowners and umbrella/excess liability policies with coverage for "other premises which an insured may occasionally rent for other than business purposes" and/or (ii) the purchase of a special event insurance policy.</p> <p>General Liability policies must list as Certificate Holder and Additional Insureds:</p> <p style="padding-left: 40px;">Ovation Chicago LLC, Style Matters DJs, Inc., 2324 Fulton LLC and their respective members, shareholders, directors, officers, agents and employees.</p> <p>Description and dates of event must be indicated on the certificate.</p> <p>Carrier(s) must be rated "A-VI" or better by AM Best.</p> <p>All policies, including Workers' Compensation insurance required for Service Providers, must provide Waiver of Subrogation, with acknowledgment thereof shown on the Certificate of Insurance.</p>
X	X	<p>General Liability Occurrence Form for Bodily Injury, Personal Injury and Property Damage with limits not less than:</p> <p style="padding-left: 40px;">\$1,000,000 each occurrence/\$2,000,000 aggregate                      \$1,000,000 Personal Injury                      \$1,000,000 Products/Completed Operations Aggregate                      \$100,00 Fire Damage Legal Liability                      \$5,000 Medical Expenses</p>
	X	Workers' Compensation
	X	Not less than \$2,000,000 of dram shop/liquor liability insurance for Service Providers serving alcoholic beverages

**Client, Client's employees, caterer(s) and other Service Providers will not be allowed on the premises of the Ovation Chicago Facility until Ovation Chicago has received certificates of insurance and any revisions which meet the above requirements.** Non-receipt of certificate of insurance will not be deemed a waiver of the insurance requirements. If Client has questions regarding insurance requirements, contact: Spencer Lokken, Ovation Chicago at the following e-mail address: [spencer@ovationchicago.com](mailto:spencer@ovationchicago.com)

Mail to: Ovation Chicago LLC  
 2324 West Fulton Street  
 Chicago, Illinois 60612

## EXHIBIT B

### OVATION CHICAGO RULES AND REGULATIONS

SMOKING	Smoking is prohibited in the Ovation Chicago Facility. Smoking is permitted in designated areas and receptacles will be provided during events. These receptacles are to be used for the disposal of smoking materials only.
CANDLES	Only <b>fully contained</b> candles (including the flame) are allowed in the building. No exposed flames of any kind are permitted on the premises.
ALCOHOL / ILLEGAL DRUGS	<p>Any alcohol can be served only by a licensed catering company.</p> <p>No alcoholic beverages may be brought into the Ovation Chicago Facility for the Event other than by a licensed catering company and no alcohol will be stored by Ovation Chicago in the Ovation Chicago Facility for Clients.</p> <p>Not less than \$2,000,000 of dram shop/liquor liability insurance shall be required for any Service Providers serving alcoholic beverages.</p> <p>No illegal substances are allowed anywhere in or around the Ovation Chicago Facility or the building in which it is located.</p>
FIREARMS / WEAPONS	No weapons of any kind are permitted in or around the Ovation Chicago Facility or the building in which it is located.
ANIMALS	Animals are not permitted at the Event during food service, with the exception of service animals to assist handicapped persons.
TRASH	All trash is to be placed into trash receptacles and removed from the interior of the Ovation Chicago Facility at the end of the Event. There is a dumpster located in the alley beyond the building in which the Ovation Chicago Facility is located that should be sufficient and all Event trash should be placed into the dumpster or taken off-site.
TOILETS / RESTROOMS	Trash (including paper towels and feminine products) is to be placed into trash receptacles. No trash is to be placed in or flushed down the toilets. Client will be responsible for the cost of repairs required as a result of trash in toilets.
ELEVATOR	Access to elevators in the building is strictly prohibited.
CHILDREN	Children are to be supervised at all times. In the case of damage occurring as a result of a child, Client will be responsible for the damage and any required repairs.



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## CREDIT CARD AUTHORIZATION FORM

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\_\_\_\_ I wish to pay with a check and will mail payment to:

OVATION CHICAGO LLC  
2324 W. FULTON STREET  
CHICAGO, IL 60612

\_\_\_\_ I wish to pay with credit card and accept the 3.5% service fee

Please charge my credit card \$ \_\_\_\_\_

Event Date: \_\_\_\_\_

### CARD TYPE

\_\_\_\_ AMERICAN EXPRESS

\_\_\_\_ DISCOVER

\_\_\_\_ MASTER CARD

\_\_\_\_ VISA

### CARD NUMBER

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

### EXPIRES

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

### SECURITY CODE

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

### NAME ON CARD

\_\_\_\_\_

### BILLING ADDRESS

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
POSTAL CODE

Please contact Spencer Lokken with any questions or concerns:

\_\_\_\_\_  
spencer@ovationchicago.com