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FACILITY LICENSE AGREEMENT

License Agreement Information

This Facility License Agreement (the "Agreement") formed on _____ is between Hankin Phoenixville Foundry Partners, L.P. d/b/a/The Phoenixville Foundry ("Licensor"), and the person or organization listed below as Licensee.

Licensor licenses Licensee to use the Foundry, or that portion of the Foundry designated below for the limited time and purpose set forth below, according to the following terms and conditions:

LICENSEE

Organization and Contact Person _____

Caterer _____

Billing Address _____

Other vendors _____

Initial deposit required to schedule and hold booking date
\$ _____

Phone (s) _____

Acceptance deadline _____

Email _____

Payment method _____

EVENT INFORMATION

Event title _____

All addenda and supplements attached, including, but not limited to, the "Rules and Regulations" and "Insurance Requirements" are incorporated into this Agreement.

Since the Licensee is obligated to follow all Rules and Regulations and meet all Insurance Requirements, it is important that the Licensee familiarize itself with these documents.

Date _____

Please return one copy of this contract and any applicable deposit to: Facility Director, Phoenixville Foundry, 2 N. Main Street, Phoenixville, PA 19460

Start time _____

End time _____

Estimated attendance _____

Terms and conditions

Licensee's deposit of 50% of the room rental fee and signed Agreement acknowledges Licensee's acceptance of all terms and conditions of the license granted under this Agreement. Please read all information carefully.

\$ _____

Price includes use of the

(name of space)

directional parking service, heating, air conditioning, kitchen access and use, coat area, and a facility event supervisor throughout your event. Licensee acknowledges that the Foundry is a multi-purpose facility. Multiple events may take place at any given time in spaces other than Licensee's space. Only Licensees that license for "Facility-Wide Exclusive Use" can be assured of exclusive use of all Foundry space.

Outdoor Options not included

Sculpture garden, Phoenix Column Bridge, or Tent. *(Licensee agrees to use the Licensor's exclusive tent and equipment provider if a tent or other equipment is required; see affiliates and fee schedule for additional prices).*

A facility event supervisor, will be on hand (1) hour prior to the event until closing; security, parking attendants, docents, coat check attendants, and any other additional staff requirements can be arranged through your sales manager.

This Agreement is a license for the use of the Foundry facility only. Licensor shall not be responsible or have any liability for any vendor's failure to perform and complete all required duties.

Catering

Only licensed, professional caterers, who are on the Foundry's pre-approved list, are authorized to cater

an event at the Foundry. *(See exclusive preferred catering list)*

The Licensee acknowledges that the Foundry is not licensed to serve or sell alcohol on premises. It is the responsibility of Licensee to provide and supervise the service of alcohol. Under no circumstance may alcohol be sold on premises.

Certificate of Commercial General Liability Insurance must be submitted by the Licensee and each of the Licensee's vendors (including, but not limited to, Licensee's caterer, band, florist, etc.) covering Licensee's and its vendors' acts and omissions on or about the Foundry, with single limit coverage meeting the insurance requirements as shown on the attached Insurance Requirements schedule, such policies to be issued by a company licensed to write insurance and in good standing in the Commonwealth of Pennsylvania. The certificates of insurance must be delivered to

(continues)



FACILITY LICENSE AGREEMENT *(continued)*

Licensors at least 30 days prior to the event, naming Hankin Phoenixville Foundry Partners, L.P., The Hankin Group and all of its affiliated entities as additional insureds. If Licensee is serving alcohol at the event, the Certificate of Liability insurance must provide for liquor liability. Policy shall provide that it shall not be cancelled or materially altered without (30) days prior written notification to Licensor.

The Licensee assumes the risk of all damage, loss, cost and expense to persons or property brought onto the Foundry by Licensee, its guests, agents, vendors and contractors, and agrees to indemnify and hold harmless the Licensor and its officers, employees, agents and contractors, and the officers, employees, agents and contractors of any entity affiliated with the Licensor ("Protected Persons") from and against any and all liability, damage, cost, claims, charges and expense which may accrue to or be sustained by a Protected Person by reason of any claim, suit, or action made or brought against a Protected Person arising out of or result from Licensee's use of premises, except to the extent of gross negligence or willful misconduct of Licensor, including attorneys' fees and expenses incurred. Licensee hereby releases Licensor from any liability for any damage to property or any injury to persons resulting from the use of the Foundry by the Licensee, its guests, agents, vendors and contractors, except to the extent such damage or injury is caused by gross negligence or willful misconduct of Licensor. The indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, or any other person, under Workers or Workman's Compensation statutes, disability benefits statutes or other employee benefit laws.

Licensee will maintain the premises in good order during the time of use and shall notify Licensor immediately of the need for repairs and/or maintenance, and of any injuries to persons or property that occurs during the Licensee's time of use. The Licensee is responsible for any damage, destruction, defacement of the Foundry, caused by Licensee, or its employees, agents, contractors, guests or invitees. Licensee will promptly reimburse Licensor for the cost of repairs and replacements necessitated by such damage.

Licensor reserves the right to require Licensee to hire security for any event.

Licensor shall not be liable for failure or delay in performing its obligations under this agreement due to causes beyond its reasonable control, including without limitation, acts of God, fire, explosion, adverse weather conditions, riot, civil commotions, strikes, lockouts, water damage, floods, earthquakes or other natural or man-made catastrophes.

A deposit of 50% of the room rental rate is required to guarantee the room and date. The remaining balance and any miscellaneous charges are due 60 days prior to the date of the event.

Cancellation policy

Notice of cancellation is required at least 6 months prior to your event. A cancellation fee of \$750 will be incurred. If the event is cancelled less than 6 months prior to the event, a cancellation fee of \$1,500 will be charged. If the event is cancelled less than two months prior to the event, Licensor will be entitled to retain Licensee's deposit of 50% of the total facility fee. If the event is cancelled 14 days or less prior to the date of the Licensee's event, the Licensor shall keep \$_____ of the total facility fee.

Timing, Overtime, and Clean up

Event curfew for all guests is 12:30 am, or 5 pm for daytime events. Should the Licensee wish to occupy the facility longer, overtime will be assessed at \$750/hour. Licensee is responsible for the clean up / breakdown at the end of the event; an additional cleaning fee will be assessed if not complete. License fee includes disposal of reasonable amount of cartage; large ceremony pieces, design elements, etc. must be removed by the Licensee. Licensee is responsible for the clean up to include broom sweep and mop kitchen space, trash bagged and disposed in proper outdoor receptacle, cardboard boxes broken down and stacked by appropriate container, all rental items (except tent) neatly stacked for pick up.

Additional information

The Phoenixville Foundry is a smoke-free building, smoking is permitted in designated outdoor locations only. Freestanding candles, flower petals, confetti, rice, sparklers, fireworks, and or helium

balloons are not allowed. All candles must be in a votive holder. No open flames, propane, or combustible items are permitted within the Foundry. Licensee may not attached decorations to the Foundry's walls or ceilings without written authorization from the Facility Director. Supervision of children is expected at all times.

Deliveries of rental items, flowers, decorations, staging, etc. may be dropped off no earlier than the day of any event and must be removed immediately following any event unless otherwise authorized in writing by the Facility Director.

Miscellaneous

Venue; Attorneys Fees; Waiver of Jury Trial.

The parties agree that this Agreement is made in Chester County, Pennsylvania, and in the event any suit is brought by either party arising out of this Agreement or the use of the Foundry, the parties agree to exclusive venue in the Court of Common Pleas of Chester County, Pennsylvania. The parties waive the right to a jury trial in any dispute arising out of or related to this Agreement. In the event Licensor hires an attorney to enforce any of the duties and obligations of Licensee under this Agreement, Licensee shall be responsible for Licensor's reasonable attorneys' fees and expenses.

No Assignment

This Agreement may not be assigned by Licensee without the express written consent of Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the date set forth below, intending to be legally bound hereby.

LICENSEE _____

Print Name _____

Date _____

LICENSOR _____

HANKIN PHOENIXVILLE FOUNDRY PARTNERS, LP

BY _____

Print Name _____

Print Title _____

Date _____