

# The Outer Space (OSBX)

## THE VENUE RENTAL AGREEMENT

This Venue Rental Agreement (the “Agreement”) is made and entered into by and between The Outer Space (“The Venue” also known as “OSBX”) and the undersigned Customer (“The Host”), collectively referred to as the “Parties”. The Parties agree as follows:


- VENUE RENTAL:** The Venue hereby rents to The Host the sections of The Venue specified in the Host’s OSBX invoice. The Venue may terminate this agreement immediately if The Venue determines The Host, The Host’s Vendor, or a Guest is not in compliance with this agreement. The Venue is not responsible for any loss or damages resulting from the termination of this agreement.
- RENTAL PERIOD:** A rental period consists of a maximum of 8 hours. A rental period’s start and end times are specified in the Host’s OSBX invoice. The rental period will commence at the rental start time specified in the Host’s OSBX invoice. The rental period will terminate at the rental end time specified in the Host’s OSBX invoice. The Host is subjected to an additional charge (as noted in The Host’s OSBX invoice) and the immediate termination of this agreement if The Host exceeds the time specified in the Host’s OSBX invoice.
- SETUP:** An event’s Host, Vendors, and Guests will have access to The Venue to begin setup at the rental start time specified in the Host’s OSBX invoice. The setup before an event must be completed within The Host’s contracted rental period specified in the Host’s OSBX invoice.
- DECORATIONS:** The Host and The Host’s Vendors are responsible for safely displaying items that include but are not limited to decorations. The Venue has the right to prohibit the use or display of an item that The Venue determines may damage The property of The Venue, present a safety risk to the other persons at The Venue, or is offensive or explicit. The Venue is not responsible for any loss, damage, or injury resulting from items, including but not limited to decorations provided by The Host, The Host’s vendor, or a guest. The use of Tape, Nails, Screws, Staples, or similar items is prohibited on any property of The Venue. This includes but is not limited to using these items on the walls, fence, furniture, and structures at The venue. The Venue will allow zip ties and rope to safely display items that include but are not limited to decorations.
- CLEAN-UP:** The Host and Vendors must complete the cleanup of the venue before the end time specified in The Host’s OSBX invoice. Clean-up of The Venue includes but is not limited to restoring The Venue to its original condition before the commencement of The Host’s rental period. In addition, the Clean-up of The Venue includes the removal of all items provided by The Host, The Vendors, and The Guests that are not the property of The Venue. Items belonging to The Host, a Vendor, or a Guest cannot be stored at The Venue before or after The Host’s rental period.

This Equipment Rental Agreement is made by and between The Outer Space (OSBX) and the representative named below:

Name (Printed) #1 \_\_\_\_\_  
The Host

Name (Printed) #1 Raymond Mark Johnson  
The Outer Space (OSBX)

Name (Signed) #2: \_\_\_\_\_  
The Host

Name (Signed) #2:   
The Outer Space (OSBX)

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

Date: Friday, January 19, 2024

<https://osbxnyc.com/>

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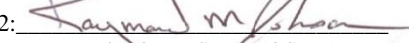
- SAFETY:** The Host is responsible for the safety of all persons at The Venue during The Host’s Rental Period. The Host must maintain a safe environment during their Rental Period. The Venue is not responsible for any loss, damage, or injury to property or persons resulting during The Host’s Rental Period unless such loss, damage, or injury is caused by the sole negligence or willful misconduct on the part of The Venue. The Venue is not responsible for injury to any person resulting from The Host’s use of The Venue unless such injury is caused by sole negligence or willful misconduct on the part of The Venue.
- CHILDREN:** All children at The Venue must be safely supervised by an accompanying parent or guardian. The Host, in addition to a child’s parent or garden, must ensure children at The Venue do not engage in any activity that can result in injury to the child or others. In addition, The Host, in addition to a child’s parent or guardian, must ensure children at The Venue do not engage in any activity that can result in damage to the property at The Venue. The Venue is not responsible for any injury to a child resulting from the activity of a child. The Venue is not responsible for any injury to another person resulting from the activity of a child
- INSURANCE:** Event hosts are required to obtain and maintain insurance covering any damage to The Venue or Injury of any person at The Venue during The Host’s event. The Host shall provide a certificate of insurance with The Venue and the additional entities that share the properties of The Venue as the loss payee. The Host shall maintain Liability Insurance in the amount of one million dollars (\$1M) per occurrence/two million dollars (\$2M) general aggregate and one million dollars (\$1M) Products and Completed Operations occurrence/aggregate, in addition to One Hundred Thousand Dollars (\$100,000) in Premises Liability.
- VIOLATIONS:** The Host must comply with New York City and New York State laws. In addition, The Host is liable for the immediate payment of all summons received by The Venue during The Host’s Rental Period resulting from The Host’s, The Host’s Vendors, or guests non-compliance with New York City and New York State laws. In addition, The Host is liable for legal fees incurred by The Venue resulting from The Host’s non-compliance with New York City and New York State laws.
- SOLICITATION:** No items can be sold or bartered, including but not limited to liquor or food at The Venue during The Host’s rental period.

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The Host

Name (Printed) #1 Raymond Mark Johnson  
The Outer Space (OSBX)

Name (Signed) #2: \_\_\_\_\_  
The Host

Name (Signed) #2:   
The Outer Space (OSBX)

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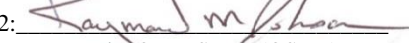
11. **GUESTS:** The Host must maintain an invited guest list for admission of all Staff, Vendors, and Guests to The Venue. The Host must provide a person at the entrance to The Venue to approve the entry of only the persons and vendors included in The Host’s invited guest list.
12. **ADMISSION:** All Staff, Vendors, and Guests in attendance at The Venue during The Host’s Rental Period must be allowed access to The Venue without paid or bartered compensation. This includes but is not limited to a payment for admission completed before or during The Host rental period.
13. **PARKING:** The Host must ensure all Staff, Vendors, and Guests comply with New York City parking and street regulations. This includes but is not limited to double-parking at The Venue or disrupting the flow of vehicle or pedestrian traffic. The Host must ensure all Staff, Vendors, and Guests do not park vehicles in The Venue. This includes but is not limited to the street entrance and driveway for The Venue.
14. **LOITERING:** The Host must ensure that there is No loitering by Staff, Vendors, or Guests at the entrance to the venue or at the neighboring properties to The Venue.
15. **FOOD:** The Venue is not responsible for any person's reaction to a food or beverage distributed during the rental period specified in the Host’s OSBX invoice.
16. **COOKING:** The Venue does not allow the preparation of food that requires any form of heating device that includes but is not limited to a BBQ grill, a microwave, a deep frier or a portable stove. Only fully cooked foods and foods that don’t require cooking are allowed at The Venue.
17. **FIRE:** The Venue does not allow the use of open flames, including but not limited to candles, BBQ Grills, or matches. The Venue will allow The Host and The Host’s Caterer to safely use Chafing Dish Fuel Cans to warm food if correctly placed inside a chafing dish rack with a chafing food pan floating in a steam pan containing hot water.
18. **FUEL CANS:** The Host and The Host’s Caterer must ensure that all flammable items, including but not limited to napkins and paper plates, are kept at a safe distance from the Chafing Dish Fuel Cans. In addition, flammable items cannot be stored or displayed on the same table as the Chafing Dish Fuel Cans.

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The Host

Name (Printed) #1 Raymond Mark Johnson  
The Outer Space (OSBX)

Name (Signed) #2: \_\_\_\_\_  
The Host

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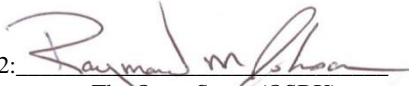
19. **HOT AND SHARP ITEMS:** The Host and The Host’s Catering Vendor are responsible for the safety of guests around hot and sharp items, including but not limited to hot foods, hot Chafing Dish Fuel Cans, and Hot food trays. The Venue is not responsible for any person who is injured by hot foods or any form of service device for food or beverage.
20. **SMOKING:** Cigarette smoking and vaping are only allowed in the designated area of The Venue near the main entrance. The Venue requires that Cigarette butts and their ashes are discarded in a container of water located in the designated area for smoking and vaping.
21. **FURNITURE:** The Host must ensure all patio furniture remains in the location they have been placed by The Venue. In addition, all other items, including but not limited to folding tables, brooms, and trash cans, that are made available by The Venue must be returned to their original location before the end of the rental period specified in the Host’s OSBX invoice.
22. **PROFANITY:** The Venue follows the FCC rules applied to music or public addresses that are audible during The host’s rental period. Only FCC complaints content that includes, but is not limited to, music or public addresses that the FCC does not find objectionable, obscene, indecent, or profane are allowed. Radio edits of pre-recorded content that does not contain vulgar language, profanity, or promotes or incites violence are allowed.
23. **PERFORMANCE:** The Venue does not allow live performances (Person or Band) without pre-approval a minimum of one week before The Host’s event date.
24. **RAIN DATE:** One rain date can be made available 48 hours before your event date if <https://www.msn.com/en-us/weather/> shows a 20% or higher chance of rain during The Host’s Rental Period. A rain date must be requested between 72 hours to 48 hours before The Host’s Rental Period. A rain date can not be scheduled before 72 hours or after 48hrs from The Host’s Rental Period. A rain date can only be scheduled by The Host to a date on a similar or lesser valued day of the week. The rain date must be scheduled 60 days or less from the original event date. This Agreement will become void without refund if The Host does not schedule a rain date.

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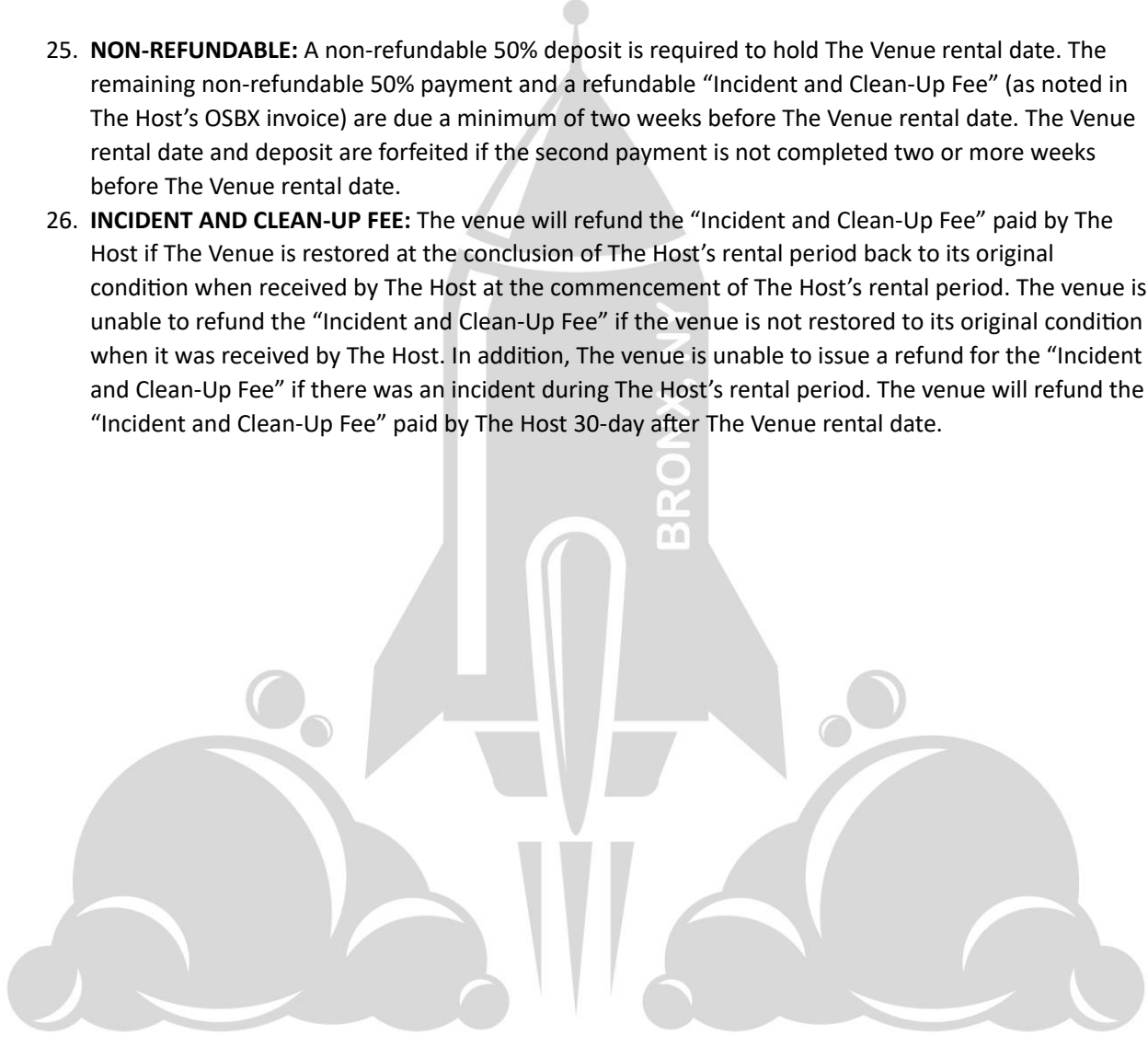
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25. **NON-REFUNDABLE:** A non-refundable 50% deposit is required to hold The Venue rental date. The remaining non-refundable 50% payment and a refundable “Incident and Clean-Up Fee” (as noted in The Host’s OSBX invoice) are due a minimum of two weeks before The Venue rental date. The Venue rental date and deposit are forfeited if the second payment is not completed two or more weeks before The Venue rental date.
26. **INCIDENT AND CLEAN-UP FEE:** The venue will refund the “Incident and Clean-Up Fee” paid by The Host if The Venue is restored at the conclusion of The Host’s rental period back to its original condition when received by The Host at the commencement of The Host’s rental period. The venue is unable to refund the “Incident and Clean-Up Fee” if the venue is not restored to its original condition when it was received by The Host. In addition, The venue is unable to issue a refund for the “Incident and Clean-Up Fee” if there was an incident during The Host’s rental period. The venue will refund the “Incident and Clean-Up Fee” paid by The Host 30-day after The Venue rental date.




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