



Thank you for choosing Robber's Cave for your special event. This form hereby confirms receipt of your non-refundable room rental fee and will hold the date of your event until the Space Rental Agreement is completed. Failure to complete a formal agreement may result in forfeiture of the deposit and loss of your reserved date. Robber's Cave reserves the right to adjust the quoted rental pricing (no more than 20 percent in either direction) up to 18 months prior to the event start date.

Event Information

| | | | | | |
|-----------------------------|-----------------------|-------|------------------|------------------------------|-----------------------------|
| Event Name | | | | | |
| Room(s) Reserved | | | | | |
| Date of Event | Approx. Start Time | | Approx. End Time | | |
| Quoted Facility Rental Rate | Estimated Guest Count | | Alcohol? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Main Contact | | | | | |
| Phone | | Email | | | |

Billing Information

| | | | | | |
|----------------------|-------|--|-------------|------------------------------|-----------------------------|
| Address | | | | | |
| City/State/Zip | | | | | |
| Billing Organization | Phone | | Tax Exempt? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Robber's Cave building is owned by Robber's Cave, LLC.
Thrive Corporate Events, LLC. manages Robber's Cave
Return this form with all accompanying payments to:

Robber's Cave c/o Thrive
2124 Y St. Flat #203
Lincoln, NE 68503
402-413-2045
Events@RobbersCaveLincoln.com

Staff Use Only

| | | |
|-------------------------|-------------|------------------|
| Rental Fee accepted by: | _____ | |
| Date Paid: | _____ | |
| Client ID: | _____ | Invoice # _____ |
| Description: | _____ | |
| Staff Initials: | Date: _____ | |
| Account #: | _____ | Account #: _____ |
| Amount: | _____ | Amount: _____ |
| Project #: | _____ | |
| ED Approval: | _____ | |

| | | | |
|----------------------|-------|------|-------|
| Signature of Contact | _____ | Date | _____ |
|----------------------|-------|------|-------|



ROBBER'S CAVE ESTD 1864 **SPACE RENTAL AGREEMENT**

This Agreement entered into as of the effective date of signatures below between the Robber's Cave, LLC and Thrive Corporate Events, LLC, hereafter referred to as the "owner," a designated portion of the real estate located at 925 Robbers Cave Rd, Lincoln, NE; and the undersigned party, hereby referred to as "Client."

The Owner and Client agree as follows:

RENTAL SPACE

The Owner shall provide banquet room or meeting space at Robber's Cave (hereafter referred to as "Facility") as noted in the completed Space and Date Reservation Form (hereafter referred to as Reservation Form). This formal rental agreement locks the room rental rate at \$ _____ for the location Robber's Cave on (Date) _____ and binds both parties hereto to the space and dates specified. Charges for other services may apply and are specified on the attached event proposal.

RENTAL POLICIES AND CANCELLATIONS

Client certifies that they have received and accept all aspects of the Robber's Cave Facility Usage and Rental Policies (hereafter referred to as "Policies") document, including, but not limited to those governing cancellation, payments, cleaning, service charges, etc. Policies may be subject to change. It is the Client's responsibility to monitor any changes to the policy between the completion of this agreement and the event date. Client understands and agrees to the charges due in the event of cancellation.

FORCE MAJEURE

If an occurrence or condition ("Force Majeure Event") arises that was not caused by the fault or negligence of either party to this agreement, and the Force Majeure Event results in a cancellation of this agreement, both the Client and the Owner will be excused from performing their obligations under this agreement, so long as the following conditions are met:

- 1) non-performing party promptly notifies the other of the Force Majeure Event and its effect on the performance of their obligations.
- 2) despite all reasonable attempts to avoid, mitigate, or remedy.

Such Force Majeure Events include fire, flood, tornado, explosion, earthquake, storm, blizzard, epidemic, acts or threats of terrorism, blockade, accidents or interruptions to transportation, government mandates and any other events or circumstances beyond the reasonable control of the affected party.

If a cancellation occurs as a result of a Force Majeure Event, the Owner agrees to use its best efforts to reschedule the event based on availability of the rental space purchased for use in this agreement.

SPECIFICATIONS

This agreement is a binding contract. Any additions or changes in services may or may not be allowed at the discretion of event coordinator. Other than final food counts, no changes can be made after a final walk-through or in the two weeks before the event. A final invoice, which includes any incidentals, will be sent to Client after completion of the event. Final payment is due 30 days from date of invoice.

LIABILITY

Robber's Cave LLC and Thrive Corporate Events, LLC assumes no responsibility for personal injury, damage to or the loss of any merchandise, gifts, equipment or personal articles left in the buildings prior to, during or following a scheduled event. Robber's Cave LLC and Thrive Corporate Events, LLC assumes no responsibility for damages or injuries caused by florists, bands, musicians, rental agencies or other outside contractors hired by the booking organization or individual.

The booking organization or individual is responsible for any and all damage to Robber's Cave property (building and its furnishings, cave) caused by setup, guests, outside contractors or any other entity that is hired by or is a guest of the booking organization or individual. Robber's Cave staff and caterers have the right to shut down an event at their discretion due to excessive drinking, public indecency or any other issue directly related to the behavior of guests.

OWNER RESPONSIBILITIES

Owner will provide basic room rental services and provide a list of approved caterers. Clients will contract for food and alcohol services as stated in the Policies document. Any and all additional services rendered and options selected shall be in addition to the room rental fee.



GOVERNING LAW AND CHANGES

The Agreement and performance hereunder shall in all respects be governed by the laws of the state of Nebraska. All changes or additions to this agreement or any communications related to this agreement must be between the designated facility staffer and the designated contact person for the Client. Client contact person shall remain as the individual noted on the Space and Date Reservation Form. Should a different party execute this agreement on behalf of Client, the undersigned warrants that they have the authority to bind the stated contact person, and said contact person has the authority to bind the undersigned.

| | | | |
|------------------|--|------|--|
| Client Signature | | Date | |
|------------------|--|------|--|

| | | | |
|---------|--|--|--|
| Printed | | | |
|---------|--|--|--|

| | | | |
|-----------------|---|------|-------------|
| Owner Signature |  | Date | DATE |
|-----------------|---|------|-------------|

| | | | |
|---------|---------------------|--|--|
| Printed | Justin Fuchs | | |
|---------|---------------------|--|--|



OPERATING HOURS, DELIVERIES AND SECURITY

Regular business office hours for Robber's Cave buildings are scheduled with Owner management team.

- Rental Times – Buildings may be reserved and rented outside of business hours for weekend and evening receptions. In such instances that events fall outside of normal business hours, an additional security fee and/or extended delivery or set-up fee may be required.
- Security – The Owner may require security if the event type or total projected attendance surpasses a certain number of attendees, such that security is necessary to supplement the event staff in monitoring guests and usage of the building. Security could be charged at an hourly rate determined by the event coordinator.
- Holidays –The business office will be closed for all major state/federal holidays. Events may be booked on holiday or holiday weekends for an additional fee.
- Deliveries and Setup – Standard room rental for most events will include a three-hour delivery period the day of the event for Clients and vendors to access the building, test and set up equipment. All vendors must completely clear the building within an hour of the event's conclusion, and Clients are responsible for extra tear-down time of their vendors. Additional delivery and set-up hours may be coordinated at an hourly rate with the event coordinator. Catering companies have exclusive use of the buildings and are excluded from this delivery time frame.

RESERVATION PROCEDURE

- 1) Complete a Space and Date Reservation form – Once this form is returned to Robber's Cave Event Management team and payment has been processed, the date is considered held.
 - a. All building bookings require a deposit equal to the 50% of room rental rate to reserve a date.
 - b. The deposit is considered non-refundable and cancellation at any time completely forfeits the deposit.
 - c. The remainder of the rental fee will be due TWO WEEKS before the date of your event.
- 2) A Space Rental Agreement may be completed at any time to formally book the details of your event. It must not be unreasonably delayed after event details have been solidified and event coordinator has presented an event proposal to the Client.
 - a. The agreement will include an exhibit with quoted room rental and other miscellaneous costs. This can be supplied formally at the time of signing the agreement or through email communication. The agreement will lock in those costs pursuant to the policies herein.Certain alterations and additions may or may not be allowed up to a reasonable time period before the event at the discretion of the Robber's Cave Management.
 - a. If an event is booked fewer than 90 days in advance, the Space and Date Reservation form and the Space Rental Agreement must be completed at the same time before the event is considered booked and the date and space is reserved.
 - b. It is understood that if the Client unreasonably delays the completion of a Space Rental Agreement, another Client with an interest in the same date that is ready to execute a Space Rental Agreement may bump the reservation. This is the only circumstance where Client deposits may be returned.
- 3) Client to arrange ALL Catering and beverage service including alcoholic beverages through Yes Chef Catering Co. (235 S 11th St. Unit A, Lincoln, NE 68508. All Contract and invoices between Yes Chef and Client is separate from this contract.
- 4) Event Planning Meeting – The Client and event coordinator will meet once prior to event to discuss and plan details for the event. This includes: layout, vendor selection, event timeline, and other event specific information. After the planning meeting, a summary will be created by the event coordinator for the Client's approval. After the Client notifies the event coordinator that they have no additional minor changes, a final summary will be presented along with any additional charges. The Space Rental Agreement and information provided by Client will be used to generate this summary. Other than final food counts with the caterer, no changes can be made after final notification or in the two weeks before the event.
- 5) Final food quantities must be submitted at least seven days before the event.

CHANGES TO THE AGREEMENT

Client understands that the major elements of their agreement will not be subject to alteration once an event summary is approved. At the discretion of event coordinator and the catering partner, Client may request minor alterations with the understanding that any requested change may not be allowed. Client can elect to set up incidental charges with the caterer/alcohol vendor, such as food minimums, drink tickets, kegs on hold and so forth, that will be estimated before the event but finalized on the caterer/alcohol vendor's final invoice.



CONTACT PERSONS

Each meeting or scheduled event must have one designated contact person on behalf of the Client who will be:

- Present at the event from beginning to end
- Responsible for the behavior and demeanor of the guests
- The spokesperson for the group
- Responsible for all payments, as well as any damages and/or property loss incurred during the event

PAYMENT AND BILLING

All billing and contracts for space reservation, additional equipment and other rented services or Robber's Cave coordinated decorations will come directly from Robber's Cave. Payment is due upon the date noted on the billing statement. All food service/bar service will be coordinated and billed directly through the caterer/alcohol vendor.

The caterer may elect to add a service charge and will add all applicable taxes at the current legal rate. Room rental with the owner is not taxable. All other services charged and material rented from or through the owner is taxable at state and local rates. If the booking organization is exempt from Nebraska sales tax, the customer must submit a Nebraska sales tax exemption certificate number before the execution of their Space Rental Agreement.

Failure to do so will subject the Client to Nebraska sales tax on all relevant charges.

Final payment is due thirty (30) days after the invoicing date. Payment can be made by check and is payable to Robber's Cave LLC. Final invoice shall be payable within 30 days and shall accrue interest at a rate of 12% per annum if not paid within 30 days.

Payments of any charges of the Caterer shall be made directly to the Caterer by Client, and Client hereby agrees to indemnify and hold Owner harmless from and against any liability arising from or relating to any such charges. In the event Owner determines that Client has failed to timely remit good funds for any of the payments required hereunder, Owner shall have the unilateral right to terminate this Contract, in its sole and exclusive discretion, without any further obligation or liability to Client.

PRICE ADJUSTMENTS

Robber's Cave, LLC and Thrive Corporate Events, LLC reserves the right to adjust the quoted rental prices at its buildings until a Space Rental Agreement has been completed. For events booked one year in advance, owner and caterers may adjust prices until a final event summary document has been approved.

Such adjustments will not be more than twenty (20) percent of the original quoted/contracted prices.

CANCELLATION POLICY

In the event of cancellation by the Client for any reason, the cancellation fees will vary as stated below:

- All deposits to hold dates are considered non-refundable.
- After a final event summary is approved, a final walkthrough is complete, or within two weeks of an event, Client is responsible for 100 percent of all contracted charges.

LIABILITY

Robber's Cave, LLC and Thrive Corporate Events, LLC assumes no responsibility for personal injury, damage to or the loss of any merchandise, gifts, equipment or personal articles left in the building prior to, during or following a scheduled event. Owner's assumes no responsibility for damages or injuries caused by florists, bands, musicians, rental agencies or other outside contractors hired by the booking organization or individual.

The booking organization or individual is responsible for any and all damage to Robber's Cave, LLC property (building and its furnishings) caused by setup, guests, outside contractors or any other entity that is hired by or is a guest of the booking organization or individual.

Robber's Cave Management and its caterers have the right to shut down an event due to excessive drinking, public indecency or any other issue directly related to the behavior of guests.

PARKING

Parking is available onsite, as well as additional street parking around the facility.

SNOW REMOVAL

For events booked outside of regular business hours, a snow removal fee may apply.



BUILDING USAGE AND PROHIBITED ITEMS

Events at Robber's Cave should be by invitation only. Events open to the public by general announcement must be approved in writing in advance by event coordinator. Events booked by an individual or organization must utilize the building according to the originally stated purpose of the rental.

No posters, charts, signs, decorations or other items may be attached to the walls, doors, pillars or stairways. No tape or tacks may be fastened to walls or ceilings. No rice, popcorn, shelled peanuts, birdseed, confetti, silly string or soap bubbles may be used inside the buildings.

Candles must be approved by the event coordinator and be in compliance with fire regulations. No taper candles allowed. Flammable material is not permitted near candles or flames. All candles must be contained in glass votive cups. Cleaning charges will be assessed for wax damages to furniture or carpeting.

No bicycles, skateboards or roller blades are allowed inside the buildings. No animals are allowed inside the buildings, except dogs trained to assist the disabled.

The use of such prohibited items is subject to extra cleaning charges at double the normal rate and may subject the Client to suspension from future bookings. This applies to both inside the buildings, as well as the grounds and space outdoors.

The Client may use the Facilities during the Event only for the activities and events described and identified within this agreement and the Space Rental Agreement. No other use or occupancy of the Facilities is permitted without the Owner's prior written consent. Client acknowledges that the Facilities cannot accommodate more than guests.

RENTAL ITEMS

Menu selections, set-up arrangements, equipment requests and all event details must be detailed in the Space Rental Agreement and can be adjusted prior to the scheduled function in a timeline at the discretion of the event coordinator. Changes made in close proximity to the event, or in the circumstance that the event coordinator contracts with a third party for equipment rentals or any other non-standard service on the Client's behalf, Client agrees to cover all additional charges and/or recognizes a loss of flexibility with additions or changes.

Dance Floor

Robber's Cave has a dance floor available for use by events. Usage rental and/or set up/moving fees may be added at the discretion of the Event Coordinator. The Robber's Cave event coordinator will correspond directly with the band or disc jockey for set-up times and needs for the day of the event. All dances must end by 12 a

Linens

With minimum room rentals, standard linens are provided by the venue at the venue's discretion. A handful of colors and styles are considered standard – please consult your event coordinator for a list of standard linens.

Decorations

Customers are free to bring in their own centerpieces and decorations but must get approval in advance from the event coordinator. Please note the candle policy in Building Usage and Prohibited Items section above.

Audio/Visual Equipment

In order to accommodate a variety of meeting and special event needs, Robber's Cave offers a array of audiovisual equipment. Depending on the room selected, some of these services will be included in room rental fees. If the event requires advanced audio-visual equipment, support or troubleshooting, technical assistance will be available at an additional charge. Depending on the services needed, this technical service may be required as determined by Robber's Cave staff. Additional rental fees for advanced equipment may apply.

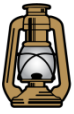
Internet Access

Please consult with the event coordinator for wireless internet access for your events. A free open Wi-Fi network is available for all guests at Robber's Cave. Wi-Fi is not available in the below ground cave.

AUTHORIZED AREAS

Clients will have access to authorized areas only as specified in the Space Rental Agreement.

- The Client, members, supporters and participants will not have access to office spaces throughout the building. Computers, phones and other equipment in these offices are not available for events and/or participants.
- The Client is responsible for keeping its various members, supporters and participants within the authorized contracted areas.
- Clients renting space with Robber's Cave will not have access to Robber's Cave Below ground tunnels without proper tour guides and staff on site.
- The Client or responsible party identified in the contract must be present for the specified time in the contract and will accept full responsibility for any damage and/or missing property.
- Unauthorized access may carry additional charges.



FOOD SERVICE

Robber's Cave utilizes Yes Chef Catering Co. for food service and beverage service including alcoholic and non-alcoholic beverages. Only this food caterer may be utilized in each room. Any and all menus, services, service charges and products ordered/contracted from the food caterer are directly between the renter and the caterer. Please consult your caterer for policies on food guarantees, minimums, billing policies and so on.

ALCOHOL SERVICE

Alcohol service is subject to Robber's Cave policy and the laws of the state of Nebraska and the city of Lincoln. All Alcoholic beverage service is provided and contracted through Yes Chef Catering Co. Alcohol will be dispersed by designated staff of Owner or Caterer pursuant to the applicable liquor license. This license requires bar attendants and employees to request proper photo identification from anyone of questionable age. Owner reserves the right to deny service to anyone who cannot provide proper identification or who appears to be intoxicated. Any violation of the State of Nebraska or City of Lincoln liquor laws will result in closing of the event. Underage drinking will not be tolerated. Client is responsible for all damages and fines arising out of any breach of this Agreement and/or any action of Client's guests, invitees, licensees, agents, or representatives. Owner assumes no responsibility and shall have no liability for any acts or omissions of the Caterer, any other third-party vendor, or any of their respective agents, employees, or representatives.

All alcohol must be contained within the building or designated outdoor areas. At least 75 percent of the guests in attendance must be 21 years of age or older in order to have bar service at an event. Please consult your venues' bar caterer for policies on beverage guarantees, minimums, billing policies, etc.

SMOKING AND FIREARMS

In accordance with Robber's Cave policy, all rooms and buildings are smoke-free. All dangerous weapons are prohibited.

ENTERTAINMENT

You may hire your own DJ or band for weddings and entertainment. Bands larger than four musicians or those with large amounts of electronic equipment must be approved in advance by the event coordinator. All music must conclude by 12 a.m. All music performances must abide by both city and Robber's Cave noise regulations.

ADVERTISING AND PROMOTION

All advertising material using the name, images or any other intellectual property of Robber's Cave buildings is subject to the approval of Robber's Cave Management prior to the placement of such promotions.

GUEST BEHAVIOR AND COMPLIANCE

Guests shall conduct themselves in an appropriate manner. Inappropriate behavior by guests at functions on Robber's Cave property will result in their removal from the premises at the sole discretion of the event staff. Refusal may result in trespassing charges for such guests, and the booking individual/organization will be billed for repair/replacement costs and any lost revenue due to damages. Please refer to Liability section above regarding guest behavior.

CLEANING

Building rental prices for events with food service include up to three (3) man-hours of cleaning time. Events without food service include one (1) hour for cleaning time. Additional cleaning time for either event type will be billed at a rate of \$100 per man-hour. Usage of prohibited items will double the cleaning fee; refer to Building Usage and Prohibited Items section above.

CAVE

Access to the Historic Robber's Cave is not included with every event booked at Robber's Cave, additional rental fees may apply. Access to, and usage of, the cave is arranged and approved by the Event Coordinator and Building Management. Because Robber's Cave is listed on the National Register of Historic Places, there are restrictions and guidelines on the use of the cave, that can be enforced by the Event Coordinator and/or Building Management when necessary. The Client/Renting Entity be held responsible and invoiced for any damages caused by themselves, any guest(s), or any of their respective affiliated guests, vendors, or subcontractors. Cave tours are available for an additional fee and must be arranged through the Event Coordinator for each event. The Client/Renting Entity agrees to save Robber's Cave, LLC., Thrive Corporate Events, LLC., and their respective agents harmless from any claim whatsoever for damage to persons, personnel and/or property arising while on Robber's Cave property/grounds.



DELIVERIES AND SUBCONTRACTORS

In the event Client makes arrangements for certain services at the Event, such as entertainment, florists, transportation, audio-visual equipment, or party planning, Owner requires advance written notice of such services, including contact information for the vendor(s), details about the vendor(s), the nature of services to be provided, and arrangements for delivery, setup, and payment. Client is responsible for paying all charges for such services, payment must be arranged directly with the vendor(s), and Client hereby agrees to indemnify and hold Owner harmless from and against any liability arising from or relating to any such charges. Owner reserves the right to require vendors to produce a certificate of insurance evidencing liability coverage of a type and in an amount satisfactory to Owner in its sole discretion. Owner reserves the right to deny permission for services that pose potential for damage to the Facilities. Owner assumes no responsibility for services provided by external vendors, and requires that all vendors have appropriate permits, licenses, and liability coverage for the services they are performing. Service providers, subcontractors, and Client will have access to the Facilities not less than four hours prior to the event. Earlier access will be granted if possible and if agreed to in writing by Owner, with the time to be determined not less than two weeks prior to event.

STANDARD ROOM RENTAL

Standard room rentals shall include the following services rendered by the venue:

- Set up and tear down tables and chairs.
- Standard event planning services of the event coordinator – this includes sharing examples of past successful events, room layout and basic suggestions. This does not include full-scale coordination and event planning, which may be available at an additional charge.
- Limited access to microphone and background music, at the discretion of the event coordinator.
- Post-event cleanup as specified above.
- Event manager on site during events.

IDEMNIFICATION

Client hereby covenants and agrees to indemnify Owner against, hold Owner harmless from, and reimburse Owner on demand for any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and costs and expenses incurred by or asserted against Owner in connection with or arising from: the use or occupancy or manner of use at the Facilities by Client, its agents, employees, invitees, and representatives in connection with the Event; any activity or action taken or permitted to be taken by Client, its agents, invitees, employees or representatives in or about the Facilities in connection with the Event including, without limitation, all actions taken in connection with the moving, installation, construction, set-up, and removal of Client's property used in connection with the Event; any act, omission, or negligence of Client and its agents, invitees, and employees; any breach, violation, or non-performance by Client of any term, covenant or provision of the Contract, this Addendum, or any law, ordinance or governmental requirement of any kind regulating or otherwise relating to the provision of the Event; and/or any injury or damage to the person, property, or business of Owner, its shareholders, partners, directors, officers, employees, agents, contractors, customers, invitees, or visitors caused by or resulting from the negligence or deliberate act of Client and its agents, invitees, and employees. If any action or proceeding is brought against Owner by reason of any such claim for which Client has indemnified Owner hereunder, Client, upon notice from Owner, will defend the same at Client's expense with counsel reasonably satisfactory to Owner including payment of Owner's attorney fees.

WAIVER AND RELEASE

Client, as a material part of the consideration to Owner for entering into this Contract, hereby waives and releases all claims against Owner, its shareholders, partners, directors, officers, employees, agents, and contractors with respect to all matters for which Owner has disclaimed liability pursuant to the provisions of this Contract. Client covenants and agrees that Owner, its partners, shareholders, directors, officers, employees, agents and contractors, will not at any time or to any extent whatsoever be liable, responsible, or in any way accountable for any loss, injury, death, or damage to any person, any property, or Client or Client's business occasioned by any acts, or omissions of any other person, including any customer, invitee, or visitor of Owner, or Client, its employees, agents, contractors, and security personnel.

BINDING EFFECT

This Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, agents, and permitted assigns. This Contract contains the entire agreement of the parties. It supersedes any prior agreements or understandings among them and shall not be modified or altered or amended in any manner except in writing and signed by all parties.



INTERPRETATIONS AND GOVERNING LAW

Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of the rules of interpretation of contracts generally. All aspects of this Contract shall be governed by the laws of the State of Nebraska and the exclusive forum for litigation of any matters arising out of or related to this Contract or the Event shall be in the State or Federal Court of competent jurisdiction in Lancaster County, Nebraska.

POLICY CHANGES

Robber's Cave, LLC and Thrive Corporate Events, LLC may, from time to time, promulgate rules and regulations regarding use of the Facilities. Owner shall furnish Client a copy of all rules and regulations currently in affect. Client agrees to abide by, and cause its agents, employees, contractors, and invitees, to abide by said rules and regulations. Client acknowledges that any failure to abide by the provisions of this Contract as well as the rules and regulations for the Facility may result, in Owner's discretion, in the cancelation or termination of the Event without refund.