

MIDTOWN PRIVATE PARTY AGREEMENT

Event Name: KA Beach Bash

Venue will provide private 3rd floor Loft space for client and guests from 10:00pm until 2:00am for a room rental charge of \$2000.

Venue will also provide 1 DJ for the event at a cost of \$100.

Promoter will provide audio-visual equipment for the event.

Promoter will provide sounds and technical requirements for artist.

If Client is providing a DJ for the Event, the DJ must use either vinyl records or CDs in connection with Midtown Partplex DJ equipment. Under no circumstances will a DJ be allowed to hook up any laptops or other effects units to any of the audio systems at the Venue. Any tampering or altering of equipment shall be a material breach of contract and Client agrees that in the event Client fails to comply with all rules and instructions of the house technical staff, Client shall promptly reimburse Midtown for all direct and consequential damages, including but not limited to technicians, parts and reasonable legal fees and costs, if they.

Food

Food for guests must be present at the venue. All food served will be provided by the client.

Midtown Admission Policies

Dress Code. Dress code will be enforced by Midtown Nightclub security for the duration of the event. This includes no athletic wear, tennis shoes, boots, baseball caps and pants with cargo pockets.

ABC. All female guests must be eighteen (18) years old, all male guests must be (21) and must have a government-issued ID demonstrating the same. All ABC regulations, in accordance with the regulations of District of Columbia will be enforced.

Midtown will maintain and reserve the right to deny entrance to any patron, for reasons that may include but shall not be limited to the following: over-intoxication, dress code not in accordance with Lotus Lounge policy, not of appropriate age, failure to provide government issued ID or any other circumstance deemed appropriate by Midtown Nightclub staff.

Promotions. Client is responsible for production and distribution of all promotional materials, including but not limited to, flyers, radio advertisements, and print ads. All

promotional materials must contain the following information: (a) age requirements; (b) dress code; (c) club address; (d) club website; (e) club map (if printed promotional material) and (f) Midtown logo (if printed promotional material). Midtown Nightclub is not liable for promotions, radio advertising and flyers for any event.

Damage

Any damage to the venue or its property, resulting from the negligence, gross negligence or misconduct of the Client or guests of the Client, will be the financial responsibility of the Client, and Client promptly pay Midtown Nightclub upon receipt of written invoice evidencing the same. Additionally, Midtown Nightclub reserves the right to retain credit card and drivers' license information and bill the same. Midtown Nightclub reserves the right to collect from Client any charges and/or damages, and Client agrees to pay Midtown Nightclub reasonable attorneys' fees and costs whether suit is actually filed or not. Except as set forth above, in any litigation between the parties arising out of this Agreement, and in connection with any consultations with counsel and other actions taken and notices delivered, in relation to a default by any party to this Agreement, the non-prevailing party shall pay to the prevailing party reasonable expenses and court costs, including reasonable attorneys' fees incurred by the prevailing party, in preparation for and (if applicable) at trial and on appeal. Such attorneys' fees and costs shall be payable upon demand.

Independent Contractor. Nothing in this Agreement shall create, expressly or by implication, a partnership, joint venture, agency, or other association of or between Client and Lotus Lounge. Each Party shall be exclusively responsible for its own employee withholding and other taxes or charges that may be incurred or due in connection with this Agreement.

Assignment. This Agreement shall legally bind and shall inure to the benefit of each Party and each Party's successors and assigns. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement, without the express written consent of the other Party.

Entire Agreement. This Agreement, including all exhibits hereto, contains and represents the entire understanding of the Parties with respect to the subject matter of this Agreement.

Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested; by facsimile; by internationally recognized courier; or by personal delivery, in each case addressed to the other Party as follows:

If to Midtown party plex:

Midtown

1219 Connecticut Ave NW
Washington D.C 20036
Attention: Raymond Voigt
Fax: 202.355.5203

If to Client:

Tanner Caputo
Kappa Alpha order-alpha nu chapter
(989)798-8270

All notices shall be deemed effective when received, or, if earlier, three business days after mailing.

Severability. In the event of any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

Amendment. Any amendment, modification or alteration of this Agreement (including any Exhibit hereto), or any material deviation from the terms of this Agreement involving additional work or costs not set forth in or contemplated by this Agreement, shall be effective only upon the execution of a written amendment to this Agreement signed by both Parties.

Force Majeure. Notwithstanding anything set forth herein to the contrary, neither Party shall be liable to the other for non-performance or delays due to strikes, riots, civil insurrection, terrorist acts, substantially severe weather conditions, or other Acts of God or other conditions beyond the Party's reasonable control.

Liability. Except as otherwise set forth above, neither Party shall be liable to the other for any special, consequential, indirect damages or loss of use damages resulting from its performance even if the Party or its agents have been advised of the possibility of such damages or if a remedy set forth herein is found to have failed of its essential purpose.

Counterparts. This Agreement may be executed by the parties in counterparts and by facsimile copy(ies), each of which shall be deemed an original document, and all of

which together shall constitute one and the same enforceable instrument.

Time of the Essence. Time is of the essence with respect to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Midtown:

Hak, LLC.
MidtownNightclub

Name:

Title:

CLIENT:

Kappa Alpha Order: Alpha Nu Chapter

Name: Tanner Caputo

Title: Social Chair – Kappa Alpha Order: Alpha Nu

A handwritten signature in black ink, appearing to read "Tanner Caputo". The signature is stylized with a large, looping initial "T" and a cursive "Caputo".