



Venue Rental Agreement (East Central High Prom @ Courtyard on Dauphin)

"Client": Katie Jones

Address: 5500 Hurley Wade road Moss Pointe Ms 39562

Email: 2286232485 Phone: 2286232485

Company (if applicable): East Central High School

"Venue Facility": The Courtyard on Dauphin located at 751 Dauphin Street, Mobile, AL 36602

"Event" Information:

Event Start Time: 2026-03-21 19:00

Event End Time: 2026-03-21 23:00

Setup Begin Time: 2026-03-21 11:00

Vacate Time: 2026-03-21 23:00

Number of Guests: 250

Type of Event: High School Prom

Event Name: East Central High Prom

Event Description/Notes (if applicable):

Fees & Payments:

Base Venue Rental Fee: \$2750

Standard Cleaning Fee: \$350

Early/Late Access Fee: \$0

Company Attendant: \$0

Parking Fees: \$0

Custom Setup/Rental Fees: \$0



Total Due from Client:	\$3100
Initial "Deposit" To Book:	\$1550
"Deposit Due Date":	<u>2025-09-03</u>
"Full Payment Due Date":	<u>2026-02-21</u>

We accept cash, local checks, certified funds and credit cards. Credit card payments are subject to an additional 3.5% processing fee.) Additional charges may apply- ie extra cleaning, damages, etc

Credit Card Hold:

Card Number: 0 Expiration Date: 0

Security Code: 0 Billing Zip Code: 0

(Client authorizes this card to be charged by Company for any extra fees/expenses due under this to additional cleaning, damages and any other applicable charges.)

This Venue Rental Agreement ("Agreement"), executed by the undersigned parties as of the undersigned date, constitutes an agreement for the rental and use of property managed by Irby Ventures LLC (d/b/a Yellowhammer Hospitality), an Alabama limited liability company with a mailing address of 503 Government Street, Mobile, AL 36602 and email address of legal@rentyellowhammer.com ("Company"). Client and Company are sometimes referred to herein individually as each "Party" or collectively as the "Parties".

WITNESSETH that Client in consideration of the venue facility usage described herein, provided by Company to Client and other good and valuable consideration, receipt of which is hereby acknowledged, Client, intending to be legally bound, agrees to the following:

- 1. VENUE FACILITY USAGE:** Upon payment of all fees and costs due hereunder, Client shall have reasonable, temporary use of the Event Venue Facility during the Event described herein, subject to the terms of this Agreement. It is expressly understood and agreed that no real or personal property is leased to the Client, that Client and its guests are only temporary licensees for the Event described herein. This Agreement is not transferable without the express written consent of the Company which may be withheld in Company's sole discretion. Client agrees not to represent himself as an agent or affiliated with the Company. The temporary use license granted shall continue only so long as Client shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions herein contained. Any item or service not specifically identified in this Agreement is excluded from rental under this Agreement (ie furniture, equipment, etc).

- 2. DEPOSIT/FEES:** Company must receive Deposit no later than the Deposit Due Date to reserve the Event Date or this Agreement shall be null and void at the sole discretion of Company. The Deposit is non-refundable and deemed earned, unless Company cancels this Agreement without cause as defined herein. In the event that this Event is canceled by Company without cause as defined herein, the Deposit and any other funds received from Client will be refunded within thirty (30) days of the cancellation of this Agreement. The full balance of funds owed to the Company under this Agreement is due and payable by the Full Payment Due Date. In the event that full payment due under this Agreement is not received by the Company by the Full Payment Due Date, Company, in its sole discretion, may cancel this Agreement, retain the Deposit and any other monies paid under this Agreement as liquidated damages with no liability of any kind whatsoever. In the event that payments due under this Agreement are not paid by the specified dates, the Company shall be entitled to a late fee of 15% of any payments that are not paid by the specified dates.
- 3. INSURANCE REQUIREMENTS:** Client is required to purchase and maintain Special Event Liability Insurance no later than forty-five (45) days before the Event Date. This insurance must, at Client's sole expense, provide and maintain public liability and personal property damage insurance, insuring Company, its employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Client's use and occupancy of the Venue Facility, or any other occupant at the Venue Facility, including appurtenances to the Venue Facility and sidewalks. The insurance required hereunder shall have a single limit liability of no less than \$1 Million and a general aggregate liability of not less than \$2 Million. Irby Ventures LLC d/b/a Yellowhammer Hospitality and any other entity name provided by Company to Client shall be named as an additional insured of said policy and proof of such policy shall be provided to Company at least thirty (30) days prior to Event Date. Additionally, all caterers, bartenders, or vendors, companies, and/or institutions using the Venue Facility on behalf of Client must provide a copy of their liability insurance and federal/city/state/county licensing to Company, in a form acceptable to Company in Company's sole discretion at least thirty (30) days prior to Event Date. Company highly recommends that Client have all vendors and outside parties be pre-approved by Company before paying any deposits with such vendors.
- 4. SMOKE FREE FACILITIES:** The Venue Facility is smoke-free (including cigarettes, cigars and "e-cigarettes", inside and outside including the entire property. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke. No sparklers of any kind are allowed anywhere in the Venue Facility or its property. No fog or dry ice machines are allowed anywhere in the Venue Facility without express written approval. If smoking is discovered or smoking materials are discarded in planters, sidewalks, or grounds, an additional cleanup fee of \$250 will be charged to Client. If guests are found to be smoking inside the Venue Facility, the Client will be charged a minimum of \$500 as well as any additional cleaning/maintenance expenses incurred. Any guests violating the smoking restrictions will immediately be asked to leave the Venue Facility by the event staff. If the violation is recurring, the entire event will be canceled at the sole discretion of the Company and the guests will be asked to exit the property with no refund due to the Client.
- 5. RULES, REGULATIONS AND POLICIES:** Client, including guests and vendors of Client, agrees to fully comply and adhere to all of the rules specified in Exhibit A, Rules, Regulations and Policies ("Rules & Regulations"). The Rules and Regulations, including Alcohol Policies contained therein, are hereby specifically incorporated into this Agreement. ✂
- 6. INCLEMENT WEATHER:** Company shall have no liability, including no refunds, to Client due to cancellations or inability to use Venue Facility due to inclement weather or other conditions beyond the

control of the Company.

7. **VENUE FACILITY ACCEPTED IN "AS IS" CONDITION:** Company expressly disclaims the Venue Facility premises will be in any condition. Client hereby accepts the premises in the condition in which they are at the beginning of the set-up or event date, whichever occurs first, and agrees to maintain said premises in the same condition, order, and repair in which they are at the commencement of said set-up or event date excepting only reasonable wear and tear arising from the use thereof under this agreement, and the Client shall be liable to Company and shall forever hold harmless Company from any and all such damage or loss occasioned to the premises caused by the acts or negligence of the Client, Client's guests or any persons in the employ, contract or under the control of the Client.
8. **PHOTO RELEASE:** By entering the Venue Facility and/or participating in the Event, Client, Client's guests and vendors of Clients (collectively "Event Occupants") hereby grant Company (and its successors, subsidiaries and assigns) the irrevocable right and permission to photograph and/or record the Event and the Event Occupants and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. Releasees waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. The provisions of this paragraph shall survive termination of this Agreement.
9. **CITY, COUNTY, STATE, AND FEDERAL LAWS:** Client, along with all Event Occupants, agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug-free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol on the premises at any time. The Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed responsibly. Company reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of the Venue Facility or the safety of its staff, guests, or building contents.
10. **CONDUCT:** There is absolutely no drug use, smoking, or illegal activity of any kind tolerated on or in the Venue Facility premises including loitering or congregating outside on the sidewalk at any time during the Event. Disparaging or antagonizing remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client, along with all Event Occupants, shall use the Event Facility in a considerate manner at all times. Conduct deemed disorderly, at the sole discretion of Company staff, shall be grounds for immediate expulsion from the premises and conclusion of the Event. In such cases, no refund of any kind shall be made or owed to the Client.
11. **BURDEN OF RISK AND INDEMNIFICATION:** Client assumes all risk for the Event and Client shall be solely responsible and answerable for all damages, accidents, and injuries to persons, real property and personal property and hereby covenants agrees to indemnify and keep harmless Company, its directors, officers, employees, affiliates (including but not limited to 751 Capital Partners LLC, Irby Holdings LLC, and THSCM Holdings LLC), subsidiaries, assigns, and agents (collectively "Indemnified Parties") from any claims, suits, losses, damage, or injury to person or property of any kind and nature whether direct or indirect arising out of the operation of this Agreement or the carelessness, negligence, or improper conduct of the lessee or any servant, agent, or employee. Client agrees to indemnify and hold Company and the Indemnified Parties harmless from any and all claims, liability, losses, and causes of actions which

may arise out of the operation of the Client's function under this Agreement, including costs of attorney fees to defend. Client shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all service in the name of Company and the Indemnified Parties when applicable, and shall pay all costs and judgments which may issue thereon. Under no circumstances, shall Company and the Indemnified Parties have any liability or monetary obligation to Client in excess of the amounts that Client has actually paid to Company. Client expressly agrees to assume all liability and indemnify Company and the Indemnified Parties from any claim arising from Client (including Client's guests, vendors, or agents) serving or consuming alcoholic beverages and/or illegal drugs during or relating to Client's Event.

- 12. CANCELLATION AND REFUNDS:** The Company may cancel and terminate this Agreement by providing thirty (30) days' notice to the Client for any reason. Additionally, the Company may cancel and terminate this Agreement at any time, with no advance notice required, for any of following reasons: (i) Client is in default under the terms of this Agreement, including but not limited to default of Client's payment obligations hereunder; or (ii) the Venue Facility sustains damage and is not in safe usable condition; or (iii) violation of Rules & Regulations under this Agreement by Client or Event Guests. In the event that Company cancels or terminates this Agreement due to a default by Client, non-payment of amounts due or violation of Rules & Regulations under this Agreement by Client or Event Guests: (i) Company shall be entitled to retain all amounts paid under this Agreement, with no refunds or amounts owed to Client; and (ii) Company may bring suit for damages for breach of this Agreement or the Rules & Regulations; and (iii) Company shall be entitled to all rights, powers, options or remedies afforded to Company either hereunder or by law. All rights, powers, options or remedies afforded to Company either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law. In the event that Company cancels or terminates this Agreement due to no fault of the Client, and Client is in adherence to all provisions of this Agreement, Client shall be entitled to a refund of all monies paid under this Agreement. Under no circumstances shall Company's liability to Client exceed the amounts that Client has paid to Company under this Agreement. The Client may cancel and terminate this Agreement by providing sixty (60) days' notice to the Company. In the event that Client cancels or otherwise terminates this Agreement, Client shall not be entitled to any refunds of the Deposit or any other funds paid to Company. Upon cancellation or termination by Client, the right to use the Venue Facility for the Event will be terminated immediately. The Company and Client mutually agree that under no circumstances shall the Company be liable for any attorney fees or costs incurred by Seller in connection with this Agreement, regardless of if Client is the prevailing party in any action or proceeding. The provisions of this paragraph shall survive termination of this Agreement.
- 13. FORCE MAJEURE:** If Company's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of force majeure (including but not limited to natural catastrophe, pandemic, government restrictions, inclement weather, or property damage) the Company, upon providing notice to Client shall be excused from such performance to the extent of such prevention, restriction or interference and provided the Client shall use reasonable effort to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. In the event of non-performance due to force majeure, the extent of any and all damages Client may be entitled to shall be a refund of any deposit(s) made to Company pursuant to this Agreement less any amounts paid by Company as partial performance up to the date of the force majeure event.

- 14. NON-DISPARAGEMENT:** The Client agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements, either directly or indirectly, concerning the Company or its businesses, or any of its employees, directors, owners, members, or executives. The provisions of this paragraph shall survive termination of this Agreement.
- 15. ATTORNEY'S FEES; COSTS:** In the event of a breach of this Agreement by Client, Company shall have all rights at law and/or in equity and Client shall reimburse Company for all reasonable legal fees and court costs incurred in enforcing the terms of this Agreement. The Client and Company mutually agree that under no circumstances shall the Company be liable for any attorney fees or costs incurred by Client in connection with this Agreement, regardless of if Client is the prevailing party in any action or proceeding. The provisions of this paragraph shall survive termination of this Agreement.
- 16. NOTICES:** All notices or other communications required or permitted by this Agreement must be in writing; must be delivered to the Client and/or the Company (also known collectively as "parties" for this section) at the mailing addresses or email addresses set forth in the Agreement, or any other address that a party may designate by notice to the other parties; and are considered delivered upon (i) actual receipt if delivered personally by hand or courier, (ii) sending of an email to the email address listed herein of the party, (iii) one day after deposit with a nationally recognized overnight delivery service, or (iv) at the end of the third business day after the date of deposit of notice in the United States mail, postage prepaid, certified, return receipt requested.
- 17. ARBITRATION:** At the Company's sole discretion, any dispute arising out of or relating to the interpretation of any provisions of this Agreement or the failure of the parties to perform or comply with any obligations or conditions applicable to such party pursuant to this Agreement shall be finally settled by arbitration under the then current commercial arbitration rules of the American Arbitration Association.
- 18. WAIVER OF JURY TRIAL:** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other purchase/sale document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement, among other things, the mutual waivers and certifications in this section.
- 19. NO INTERPRETATION AGAINST DRAFTER:** Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.
- 20. WAIVER:** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
- 21. GOVERNING LAW AND JURISDICTION:** This Agreement will be governed by and construed in accordance with the laws of the State of Alabama. The parties irrevocably submit to the personal jurisdiction of state

or federal court in Mobile, Alabama in any suit or proceeding arising out of or in connection with this Agreement.

22.BINDING AGREEMENT, ACCEPTANCE & OTHER PROVISIONS: This Agreement is binding on the heirs, administrators, executors, successors, personal representatives and assigns of Client and Company and supersedes all other agreements, written or oral, regarding the subject matter hereof. This Agreement constitutes the sole contract and agreement between the parties hereto and any modifications of this contract shall be signed by all parties to this agreement. Client and Company acknowledge that except for the attachments, exhibits and addendums, if any, as referenced in this Agreement there are no other agreements, promises, conditions or understandings either expressed or implied between them, other than as specifically set forth herein. Whenever the context permits, singular shall include plural and one gender shall include all. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any notice or item required under this Agreement shall expire on a day other than a business day, such time period shall be extended automatically to the next business day. If any provision of this Agreement is deemed invalid or unenforceable, all other provisions in this Agreement shall still be deemed enforceable and valid. This Agreement may not be modified or amended except in writing, which must be signed by both Client and Company. This Agreement will become a binding agreement once signed by both Client and Company and the Deposit is received by Company. If any provision of this Agreement is deemed invalid or unenforceable, all other provisions in this Agreement shall still be deemed enforceable and valid. The "Effective Date" of this Agreement is the date on which the last of the parties executed this Agreement. Each warranty, representation and promise herein made survives the termination of this agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Electronic signatures or facsimiles of signatures on documents shall be deemed valid and shall have the same effect as an original signature. A lack of initials completed by either party on each page and paragraph of this agreement does not indicate that the page or paragraph should be disregarded in any way. All items in this contract are in full force and effect regardless of initial boxes being fully completed.

The undersigned Client agrees that they have read, understand, acknowledge receipt of and have the full authority to execute this legally binding agreement personally and for any organization they represent or will represent. IN WITNESS WHEREOF, the parties have executed this agreement as of the date(s) below.

The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "B" is hereby incorporated into the Agreement between the parties. GA Irby Ventures, LLC d/b/a Yellowhammer Hospitality

EXHIBIT A

RULES, REGULATIONS AND POLICIES YELLOWHAMMER HOSPITALITY

(Updated February 1, 2024)

- 1. Usage:** Rental use will be limited exclusively to specific Venue Facility or areas identified in the Agreement, site plans, and floor plans provided by the Company. The Event is not open to the public and all attendees must be invited and are considered private guests of Client. Venue Facility usage must be limited to the activities listed in this Agreement, at Company's discretion. The number of expected guests indicated in the Agreement must be stated and adhered to. Company takes no responsibility for personal effects and possessions stolen, left or lost on premises (including any parking areas) during or after the Event. Directives from Company's representatives at the Event are final and Company maintains the right to deny entry to any guest or vendor the Company believes is inappropriate in its sole discretion. No animals allowed, except actual service animals (i.e. guide dogs) without prior written approval by the Company. Moving or rearranging fixtures, furnishings, furniture or other items on the property are strictly prohibited without prior written approval by the Company.
- 2. Payments:** All payments due for venue facility usage under this Agreement must be paid in full at least 45 days before the Event Date. Additionally, Client must provide all necessary insurance under this Agreement, naming Company as additional Insured, at least 45 days before the Event Date. Credit Card payments are subject to an additional 3.5% credit card service fee. Any damages resulting from the Event, decoration, setup, takedown or cleanup of the event will be charged to the Client. Client authorizes to charge the card on file for any such damages or fees in addition to any applicable credit card service fees.
- 3. Third Party Vendors:** All vendors (catering, bartending, etc) used for the Event must have appropriate licensing and insurance along with prior approval by the Company. The Client must provide the Company a list of vendors that will be used at least 45 days prior to the Event along with their applicable license(s) and insurance. Company reserves the right to require use of specific vendors or deny access to specific vendors in its sole discretion. Ice is not included at any of the Venue Facilities. Client is responsible for all third-party vendors. Set-up and tear-down and removal of all third-party Vendors need to fall within the allotted timeframe of the event, as designated within the contract. Anything left at the venue, after the designated timeframe, will be stored and/or discarded at the Client's expense with the cost being charged to the credit card on file. Our facilities hold back-to-back events and left-over items create an issue for the next event. If special arrangements need to be made, they must be made in advance and the cost is determined on a case-by-case basis. Minimum charge would be a storage fee at the daily rate of \$100.00 for a maximum storage of five days. At the end of the fifth day, items will be discarded.
- 4. Parking:** (The Hallet-Irby House) No private parking is available or included. Street parking is on a first come first served basis and is available to the public. (The Venue at Oak & Fountain) Private parking on site is available in designated parking areas only. (The Courtyard on Dauphin) Private parking is not included in the venue rental price unless indicated. Paid adjacent lot is available for rental. Street parking is on a first come first served basis and is available to the public.
- 5. Decoration:** Company desires to ensure every Event is a special and welcoming experience, therefore every effort will be made to allow Client to prepare decorations reflecting their creative requirements. Unless otherwise agreed in writing in advance, Client should not rearrange and/or move any furnishings, including lighting, antiques, tables, or seating without assistance of Company Staff. No nails, screws,

staples, or penetrating items should be used on our walls, brick or fine wood. Any tape or gummed backing materials must be properly removed. No stickers of any kind will be allowed on the walls, floors, ceiling, or windows. Only painters' tape may be used on walls; no tacks or nails may be used on building walls.

6. **Cleaning:** The Venue Facility will be in a clean condition before the Event. All trash must be collected, properly bagged, and removed by the Client or its vendors and the Venue Facility left in tidy condition. All rental equipment and other items of the Client or the Event must be removed by the Vacate Time herein or additional fees will apply. There will be an additional cleaning fee of \$250 plus expenses if the Venue Facility is left in an untidy manner, or items not picked up by the Client and/or its vendors. The Venue Facility and associated rooms must be vacated by the agreed upon ending time of the Event indicated herein.
7. **Marketing:** Should the Company be engaged in the promotion or co-production of the Event, Company must approve all marketing messages and public communications before dissemination. The Company may provide professionally created images and logos for promotional needs. Company reserves the right to take pictures/video of the Event and its guests and use them for its marketing and promotional purposes at its discretion.
8. **Other:** No propane gas tanks, candles or other open flame devices may be used without prior written approval by the Company. No confetti, rose petals, rice, glitter or other like objects are allowed for decorating or for throwing. An additional cleaning fee will be assessed at Company's discretion if such items are used.

ALCOHOL POLICIES

1. **Any service and consumption of alcohol at Venue Facility is permitted only upon Company's prior express written consent (which consent may be withheld or revoked at the sole discretion of Company) and compliance with Alabama law, Mobile County ordinances, City of Mobile ordinances and this Agreement.**
2. **Only appropriately licensed and insured bartenders/caterers approved by Company, at Company's sole discretion, will be allowed to serve or distribute alcohol at the Event and must provide proof of licensure and insurance to Company at least forty-five (45) days before the scheduled Event Date. Vendors serving alcohol at the Event must maintain commercial liability insurance to meet any obligations under this Agreement, including without limitation, general liability with host liquor coverage, automotive liability, and workers compensation at the sole discretion of Company with Company being added as an additional insured on the aforementioned insurance.**
3. **Client agrees, along with its guests and vendors, to comply with all applicable laws and rules as well as all rules and regulations of the Company regarding alcohol and illegal drugs. Client expressly agree to assume all liability and indemnify Company, its directors, officers, employees, affiliates (including but not limited to 751 Capital Partners LLC, Irby Holdings LLC, and THSCM Holdings LLC), subsidiaries, assigns, and agents (collectively "Indemnified Parties") from any claim for damages arising from Client (including Client's guests, vendors, or agents) serving or consuming alcoholic beverages during or relating to Client's Event. Illegal drugs are strictly prohibited on Company property and the Venue Facility at all times without exception. Client expressly agrees to assume all liability and indemnify Company and the Indemnified**

Parties from any claim arising from Client (including Client's guests, vendors, or agents) serving or consuming illegal drugs during or relating to Client's Event.

4. No one in the Event Facility (inside or outside) under the age of 21 may consume, possess or be intoxicated before, during or after the Event.
5. Any violation of any of these policies will result in immediate expulsion from the Venue Facility of Client, including its guests and vendors, at the sole discretion of Company, with no refunds and any additional expenses charged to Client.

The undersigned Client has read, understood and agrees to comply with all of the Rules, Regulations and Policies contained herein including all Alcohol Policies. All rules, regulations and policies also apply to all guests and vendors of the Event with the Client ultimately responsible for compliance.

Sign | *Katie Jones* 

I confirm that I have read and understood the content of this document. By clicking the Sign button, I acknowledge that I am electronically signing this document. I consent to the use of electronic communications and records related to this document. [Terms and Conditions \(/legal/terms-and-conditions.pdf\)](#) [Privacy Policy \(/legal/privacy-policy.pdf\)](#) [You can decline here \(/sign/4c0dbb0e-6b37-45f6-bae3-9baacf42fdf/decline\)](#).



EXHIBIT "B"

JACKSON COUNTY SCHOOL DISTRICT STANDARD CONTRACT ADDENDUM

WHEREAS East Central High School is a part of the Jackson County School District (hereafter "JCSD"), a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, Irby Ventures, LLC, d/b/a Yellowhammer Hospitality does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Agreement between the Jackson County School District and Irby Ventures, LLC d/b/a Yellowhammer Hospitality regarding rental of the Courtyard on Dauphin facility for the East Central High School Prom on March 21, 2026, as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and shall be subject to the terms of this addendum. Further, terms and provisions to the contrary notwithstanding, absent specific statutory authority, no contract can be entered into that binds a successor JCSD Board of Education.

2. Governing Law/Venue/Exclusive Jurisdiction: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties. The State and Federal Courts with jurisdiction over Jackson County, Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi or the Federal Courts of the Southern District, Southern Division of Mississippi as the case may be. Further, any entity or business which contracts with the JCSD submits to the personal jurisdiction of the State or Federal Courts having jurisdiction over Jackson County, Mississippi.

3. Indemnity: The JCSD shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify or hold harmless any entity or party to the contract, or any other party, and shall not be liable under any scenario for the other party's legal fees.

4. No waiver of Warranties: Notwithstanding any provisions to the contrary, any contract provision seeking to limit the JCSD's recovery resulting from the breach of any applicable warranties whether expressed, implied or common law, shall be of no force or effect. JCSD does not make any warranty, and any provision stating or implying that JCSD is making a warranty shall have no force or effect.

5. No Waiver of Damages: Notwithstanding any provision to the contrary that may be found in the contract, supplemental terms or terms of use that may be referenced therein, and solely to the extent necessary to comply with Mississippi law, any provision seeking to limit and/or waive the recovery by the JCSD of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect. Further, solely to the extent necessary to comply with Mississippi law, any provision seeking to limit damages of the contracting party to the contract price or some other amount shall be of no force and effect.

6. Arbitration: The JCSD shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the JCSD to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

7. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the JCSD to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

8. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation or limiting the time for JCSD to pursue legal action or for any purpose shall be of no force and effect.

9. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: Notwithstanding any provision and/or language of the contract to the contrary, any provision seeking a waiver or to limit any applicable rights and/or remedies of the JCSD under the Uniform Commercial Code shall be of no force and effect.

10. Payments to Contractor: JCSD will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires JCSD pay the contractor sooner are deleted. Any provision that requires JCSD pay Contractor any late charges shall have no force or effect.

11. Confidentiality: JCSD is subject to the Mississippi Public Records Act and the Mississippi Accountability and Transparency Act of 2008, and any provision requiring confidentiality in violation of the public records law shall have no force or effect.

12. Availability of Funding: The continuance of any JCSD contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of JCSD. This contract is cancellable with thirty (30) days' notice to the vender at the end of the fiscal period in the event funds are not appropriated by the funding authority.

13. Conflict of Terms: To the extent there is a conflict between the terms of this addendum and contracting party's contract document and/or documents, the terms of this addendum will control. Upon expiration or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

14. Amendment: Even if not specifically provided for herein, the terms, conditions and provisions of Agreement between the parties regarding rental of the Courtyard on Dauphin for the East Central High School Prom on March 21, 2026 including Exhibit A, as well any other attendant document and/or documents made a part of the agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi law as set forth in the Mississippi Code of 1972, as amended, and as interpreted by the Mississippi Attorney General and the Mississippi Supreme Court.

Additional Terms and Provisions:

15. Any provision requiring JCSD to name the contractor as an additional insured is deleted. Any provision requiring JCSD to purchase insurance coverage beyond the coverage afforded JCSD pursuant to the Mississippi Tort Claims Act is deleted.

16. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

17. Any references to JCSD waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

18. JCSD does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law, including liquidated damages. JCSD does not agree to expend public funds for goods and/or services not received.

19. JCSD does not waive its sovereign immunity or any Constitutional Eleventh (11th) Amendment immunity to which it may be entitled.

Irby Ventures, LLC d/b/a
Yellowhammer Hospitality:

Jackson County School District:

Ellen Thomas
NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

Ellen Thomas, Manager
NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

9/18/25
(DATE)

(DATE)