ADDENDUM TO VENUE RENTAL AGREEMENT (Alcohol Service)

THIS ADDENDUM TO VENUE RENTAL AGREEMENT (this "Addendum") is made and entered into by and between Castle Mac-O-Chee, LLC, an Ohio limited liability company ("Mac-O-Chee Castle"), and ______ ("Customer"), to add the following additional terms to that certain Venue Rental Agreement (the "Agreement") between Mac-O-Chee Castle and Customer having an Agreement Date of ______, with an Event Date of _______ (the "Agreement").

1. <u>Alcohol Service</u>. Customer requests, and Mac-O-Chee Castle hereby agrees to provide, alcoholic beverages for the Event under the terms and conditions set forth in this Addendum. Customer acknowledges that Mac-O-Chee Castle is the exclusive provider of any alcohol to be consumed at the Venue. Customer shall not bring, and shall not permit any Guest, vendor, or other third party to bring, any alcoholic beverages onto the Venue.

2. <u>Charge.</u> Mac-O-Chee Castle shall provide the charge for alcohol services within 7 days of the final guest count being determined under Section 5 of the Agreement. The charge for alcohol service shall be payable in full no later than 21 days prior to the date of the Event. Customer acknowledges that the charge is based on the number of Guests in the final guest count. Mac-O-Chee Castle reserves the right to charge an additional amount if the number of Guests at the Event exceeds the number of Guests in the final guest count. All charges for alcohol services shall include applicable sales tax (currently 7.25%).

3. <u>Bartending Services.</u> Mac-O-Chee Castle shall provide all bartending services and reserves the right to utilize a tip jar and electronic options for providing a tip to bartenders. Customer shall not be permitted to use outside bartenders for the Event. All alcohol shall be served at the bar, or from the bar by Mac-O-Chee Castle servers. Shots of any beverage are not permitted and shall not be served. Alcohol shall not be served to any person under the age of 21, regardless of whether such person is accompanied by a parent or guardian. Mac-O-Chee Castle reserves the right to limit the amount of alcohol provided to, and to refuse service of alcohol to, any particular Guest.

4. <u>Drink Selection</u>. Customer shall select from the packages, and from the alcoholic beverages and products, more particularly described on Exhibit A attached hereto. Mac-O-Chee Castle does not guarantee the availability of any particular alcoholic beverage or product at the Event, and reserves the right to makes substitutions with beverages and products of similar quality. Customer may request, and Mac-O-Chee Castle may approve or reject such request in Mac-O-Chee Castle's sole discretion, a particular alcoholic beverage or product that is not on Exhibit A. Mac-O-Chee Castle reserves the right to make the final decision on all alcoholic beverages and products to be served at the Event.

5. <u>Hours of Service.</u> If the Event is a wedding, alcohol service shall commence at the end of the wedding ceremony. For all other Events, alcohol service shall commence at the beginning of the Event. Alcohol service for all Events shall terminate at a time which is the earlier of (a) four hours after the first drink is served, as determined by the bartender, or (b) 10:00 o'clock p.m. One additional hour of bar service can be provided for an additional surcharge; provided, however, that all beverage service must still be concluded by 10:00 o'clock p.m.

6. <u>Unruly Behavior; Discontinuance of Bar Services.</u> Mac-O-Chee Castle reserves the right to remove or have removed any person who, in the sole discretion of Mac-O-Chee Castle, due to intoxication, is creating an unreasonable disturbance at the Venue or to the surrounding community; or is creating a risk of injury to person or property. Customer shall cooperate with any request by Mac-O-Chee Castle that such a Guest leave the Venue. Mac-O-Chee Castle reserves the right, its sole discretion, to discontinue the alcohol service at any time before or during an Event.

7. <u>Definitions.</u> Any capitalized terms in this Addendum that are not defined shall have the meaning assigned in the Agreement.

8. <u>Incorporation by Reference.</u> This Addendum is hereby incorporated by reference into the Agreement. In the event there is any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

[Signature page follows]

"Mac-O-Chee Castle"

CASTLE MAC-O-CHEE, LLC

By:_____

Its:_____

Date:_____

"Customer"

Customer Signature

Print Name

Date

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