

VENUE RENTAL AGREEMENT

1. **THE PARTIES.** This Venue Rental Agreement (the "Agreement") made on _____ (mm/dd/yyyy) (the "Effective Date") is by and between:

Landlord Name: _____, with a mailing address of _____ (the "Landlord"), and

Renter Name: _____, with a mailing address of _____ (the "Renter").

HEREINAFTER, the Landlord and Renter (the "Parties") agree to enter into an Agreement for the rental of a venue in accordance with the following terms:

2. **VENUE INFORMATION.** The Renter agrees to rent the Landlord's venue located at:

Property Name: _____

Property Address: _____

Property Description: _____

Use of Venue: _____

Hereinafter known as the "Venue."

3. **RENTAL PERIOD.** The Renter will have access to the Venue:

Start Date: _____

End Date: _____

Start Time: _____ AM PM

End Time: _____ AM PM

Hereinafter known as the "Rental Period."

4. **RENTAL RATE.** To rent the Venue, the Renter agrees to pay the Landlord: (check one)

- Hourly Fee. \$ _____ / hour.

- A Flat Rate. A total of: \$ _____.

- Other. _____.

5. **DEPOSIT.** The Renter is: (check one)

- **REQUIRED** to pay a deposit in the amount of \$ _____ to the Landlord, due at the time of signing this contract. The deposit is:

- Refundable.

- Non-refundable.

- **NOT REQUIRED** to pay a deposit to reserve the Venue.
Hereinafter known as the "Deposit."

7. **OVERTIME.** If the Renter overstays the Rental Period, the Landlord shall: (check one)

- CHARGE OVERTIME in the amount of \$_____ per hour.
- NOT CHARGE OVERTIME.

8. **PAYMENT.** The Renter will be required to pay the rental rate: (check one)

- When Invoiced. The Renter has _____ days to pay upon receipt.
- By Specific Date. _____ (mm/dd/yyyy).
- Other: _____.

Method of Payment: _____

9. **CANCELLATION.** The Renter may cancel this Agreement at any time up to _____ days prior to the Rental Period by providing written notice to the Landlord. If the Renter elects to cancel this Agreement _____ days prior to the Rental Period, the Renter will be charged _____ % of the rental rate and any expenses incurred in good faith by the Landlord in preparation for the Renter's use of the Venue. For cancellations _____ days prior to the Rental Period, the Renter will be charged 100% of the rental costs and any expenses incurred by the Landlord.

10. **LATE FEES.** If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will be: (check one)

- NO LATE FEE. There shall be no late fee due by the Renter.
- A LATE FEE. The Renter will be charged: (check one)
 - A Flat Fee. The flat fee is equal to \$_____ for each day payment is late.
 - Based on Interest. Interest at a rate of ____% per annum, compounding monthly, will be charged on the outstanding balance for each month or part thereof that the payment is late.

11. **AMENITIES.** In addition to the Venue, the Landlord will provide the following amenities: (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> - Audio/Visual Equipment | <input type="checkbox"/> - Restrooms |
| <input type="checkbox"/> - Bar Service | <input type="checkbox"/> - Security Staff |
| <input type="checkbox"/> - Catering Service | <input type="checkbox"/> - Trash/Waste Management |
| <input type="checkbox"/> - Coat Check | <input type="checkbox"/> - Valet Parking |
| <input type="checkbox"/> - Furniture | <input type="checkbox"/> - Other: _____ |
| <input type="checkbox"/> - Furniture Setup and Teardown | <input type="checkbox"/> - Other: _____ |
| <input type="checkbox"/> - Internet/Wi-Fi | <input type="checkbox"/> - Other: _____ |
| <input type="checkbox"/> - Kitchen Facilities | <input type="checkbox"/> - Other: _____ |
| <input type="checkbox"/> - Parking | |

The amenities shall be: (check one)

- INCLUDED in the Rental Rate.
- CHARGED SEPARATELY from the Rental Rate as described:

12. CLEANUP. At the end of the Rental Period, the Renter is: (check one)

- Responsible for Cleanup. The Renter is responsible for cleaning the Venue after the event and during the Rental Period. The Venue must be returned in the same condition as the start of the Rental Period.
- NOT Responsible for Cleanup.

13. MAXIMUM OCCUPANCY. The Venue has: (check one)

- Limit on Attendees. Due to fire hazard concerns, a maximum limit of _____ attendees is permitted at the Venue. Any violation of this section will immediately terminate this Agreement under default by the Renter.
- No limit on attendees.

14. INSURANCE. The Renter is: (check one)

- Required to Obtain Insurance. The Renter is required to obtain, at their own expense, a Comprehensive General Liability Insurance Policy of not less than \$_____ coverage for bodily injury, property damage, and contractual liability in the aggregate.
 - a.) Additional Insurers. The Landlord, its agents, representatives, and employees shall be named as additional insureds on this policy, and the Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage before the Rental Period begins. The policy shall provide that it cannot be canceled or materially changed without at least _____ days prior written notice to the Landlord.
 - b.) Primary Insurance. The Renter's policy shall be the primary to any insurance or self-insurance maintained by the Landlord.
 - c.) Failure to Obtain Insurance. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Landlord may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.
- Not Required to Obtain Insurance. The Renter is not required to obtain insurance. The Renter shall be solely responsible for any bodily injury, property damage, or any other actions that may occur at the Venue during the Rental Period.

15. DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process. If mediation is unsuccessful, both Parties

agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration. In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

16. HOLD HARMLESS. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:

- a.) Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
- b.) Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
- c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

17. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

18. GOVERNING LAW. This Agreement shall be governed under the laws in the State of _____.

19. ADDITIONAL TERMS AND CONDITIONS.

20. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____