



# EVENT RENTAL AGREEMENT

*This is a Rental Agreement between Posey Properties, Inc. (Herein after known as 111 N. Main or Facility) and \_\_\_\_\_ (Herein after known as CLIENT) for the use of the rental hall.*

## **Terms and Conditions**

### **Reservations**

- Before entering into this Agreement, CLIENT shall have paid 100% of the 111 N. Main Reservation Fee.
- The remainder of any rental fee is required fourteen (14) days prior to the event.

### **Hours of Operation**

Events may not last beyond 12:00 a.m. without prior approval from 111 N. Main Event Venue and 12:30 a.m. deadline for cleanup time. The CLIENT will be charged \$100.00 per hour if the Event and/or cleanup time exceeds 1:00 a.m. or if it exceeds a delegated deadline previously approved by staff. CLIENT is responsible for making sure guests leave the building at an appropriate time in order for CLIENT to finish clean up before the time deadline. Arrangements must be made by the CLIENT to have all rental equipment picked up and removed from the Facility the same day as the Event before the Event's time deadline unless there is prior approval. 111 N. Main is not responsible for any damage or theft of any items left by the CLIENT or any guest attending the CLIENT's Event.

### **Services Provided**

- **Staff:** A Staff member will provide the key for the Facility and provide information and direction as needed. The Staff member will not be available to serve or decorate and will not be involved in the Event.
- **Tables, Chairs, and Linens:** Such items are provided upon request and will be set up and taken down by 111 N. Main Staff. Tables and chairs are not to be taken outside by the CLIENT or any guest attending the Event.
- **Deep Cleaning:** 111 N. Main will perform deep cleaning, such as mopping and vacuuming. CLIENT must remove anything brought in by self, guests or hired vendors.
- **Parking:** There is no cost for parking in the area surrounding 111 N. Main.

### **Kitchen Usage**

Kitchen usage is limited to preparation only as there are no resources in the kitchen or on the premises for cooking. This means that food may be assembled and may be warmed and beverages may be chilled in the refrigerator. Refrigerator must be thoroughly cleaned after use.

\_\_\_ Kitchen will be used

\_\_\_ Kitchen will not be used

\_\_\_\_\_ CLIENT Initials

## Decorations

Decorations may not be fastened to the walls with thumb tacks, nails, or staples. Command Strips and masking tape are permitted but must be removed at the conclusion of the event. Candles must be completely enclosed in a glass or non-flammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, hay or sparklers is prohibited in the ballrooms and/or on the grounds. No rice, birdseed, or other similar items shall be thrown in or around the Facility. Immediately following the completion of the function, all decorations, trash, or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, CLIENT must consult with 111 N. Main staff. Failure to do this may result in damages and/or excessive wear and tear. The cost to clean and repair will be deducted from the security deposit at a minimum of \$200.

\_\_\_\_ Client will be in charge of decorations \_\_\_\_\_ CLIENT Initials

## Food

All food must be prepared by, brought onto the premises, and served by CLIENT or a caterer that is designated by the CLIENT. CLIENT or their caterer shall coordinate with 111 N. Main two (2) days in advance in order to confirm catering staff arrival time. A minimum of one (1) catering staff person is required to be on duty at all times during the catered Event. 111 N. Main will not provide any serving materials.

\_\_\_\_ Client will be in charge of catering the Event

\_\_\_\_ 111 N. Main will be in charge of catering the Event

\_\_\_\_ Event will not be catered \_\_\_\_\_ CLIENT Initials

## Miscellaneous Policies

- Live animals, except for service animals, may not be brought onto the premises (without prior approval).
- CLIENT and his/her guests are restricted to the rental area.
- 111 N. Main will not be responsible for items left behind, before, during or after an Event.
- 111 N. Main staff may enter any of the rented premises at any time on any occasion.
- 111 N. Main reserves the right to take photographs of rental Events for its own records and for use in future.
- CLIENT must make sure that the number of guest does not over-exceed the stated amount.
- Damage to Building. In cases where property has been damaged or abused beyond normal wear, CLIENT will be billed for all damage and additional clean-up.
- 111 N. Main does not provide storage. All decorations, props, rented furniture, beverage dispensers, and personal belongings must be removed at the end of the event.

# **Fees and Charges**

## **Payment Policy**

- A full(100%) Reservation Fee of the room rental fee and a refundable \$200.00 security deposit is due at the time the CLIENT enters into this Agreement. These are required as an initial deposit. The remaining balance of total costs is due no less than fourteen (14) days prior to start of the event. 111 N. Main accepts payments in the form of credit card (Visa or Mastercard) or check payable to “Posey Properties, Inc.”.

\*Initial deposit= 100% of Reservation Fee + Security Deposit

**Client agrees to these payment terms.**

\_\_\_\_\_ CLIENT Initials

## **Cancellation Policy**

- CLIENT must provide a dated, written request for cancellation. Upon cancellation by CLIENT the following fee schedule will apply:
  - \*72 hours after signing contract: \$100 administration fee deducted
  - \*90 days prior to event: One quarter (25%) of initial deposit nonrefundable
  - \*60 days prior to event: One half (50%) of initial deposit nonrefundable
  - \*30 days prior to event: Total (100%) of initial deposit nonrefundable
- No refunds will be made when the event is canceled by 111 N. Main due to the CLIENT’s noncompliance with terms and conditions.

## **Clean-Up Responsibilities**

- Clean-up is the CLIENT’s responsibility. CLIENT is expected to provide sufficient supervision to minimize spillage of food and beverages on the Facility floors during the rental event.
- Any CLIENT leaving excessive trash in the main space, kitchen, restrooms, deck, and/or outside of doors is subject to additional charges. All or a portion of the security deposit will be withheld if the Facility is not adequately cleaned, or if damage occurs.
- CLIENT must finish the clean-up no later than the time the CLIENT has identified as the ending time for his/her event. The CLIENT is responsible for the following cleaning duties:
  - \*All tables must be cleared of all items such as table linens, dishes, decorations, etc.
  - \*All trash must be placed in the receptacles provided. If any trash will not fit in the receptacles, such as boxes or large items, these must be broken down and taken out to the trash dumpster located behind the building. 111 N. Main will provide additional trash liners if needed.
  - \*All decorations must be taken down and removed from the Facility.
  - \*CLIENT is responsible for all kitchen clean-up. The kitchen area must be thoroughly cleansed and returned to its original level of cleanliness. This includes all work areas, refrigerator and sink.

\_\_\_\_\_ 111 N. Main will be in charge of clean up and removal of decorations.

\_\_\_\_\_ Client will be in charge of clean up and removal of decorations. \_\_\_\_\_ CLIENT Initials

# Insurance and Security Requirements

## **Insurance**

In order to use the facility, CLIENT shall take out, at their expense, and keep in force during the event covered by the Agreement, general liability insurance, naming 111 N. Main as additional insured. A copy of insurance coverage must be submitted to 111 N. Main at least 10 days prior to your event date. If unsure, inquire with management for the name of an agent to contact to secure certificate.

\_\_\_ Client will obtain Insurance Coverage

\_\_\_ Client will not obtain Insurance Coverage \_\_\_\_\_ CLIENT Initials

## **Security**

- 111 N. Main may require a security staff for events in which size, program and/or nature of the program indicate such needs. 111 N. Main will arrange for security to be paid for by the CLIENT or client may provide proof of security for Event to 111 N. Main Staff.
- The security requirement will be one security guard for every \_\_\_\_\_ persons in attendance. The price for security will be \$30.00 per hour per security guard (minimum of four hours).
- When applicable, 111 N. Main may require adult chaperones for youth activities. A list of these chaperones must be submitted to 111 N. Main at least ten (10) days prior to the event, including their addresses and phone numbers.

## **Smoking**

Smoking is not allowed inside 111 N. Main.

## **Alcoholic Beverage Policy**

111 N. Main shall abide by all laws of the State of Arkansas concerning the use and serving of alcohol. Each CLIENT wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in 111 N. Main facilities.

- Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage **and** when there is no admission charge for the event.
- In the case of monetary exchange for alcohol, a State licensed bartender is required. Please note that the caterer's insurance only covers the alcoholic beverages, not 111 N. Main. Necessary licenses to serve or sell alcohol will be obtained. Any group who sells alcohol, or charges an admission fee and serves alcohol, must obtain a temporary liquor license from the State of Arkansas Alcoholic Beverage Control Board. A copy of the license must be on file with 111 N. Main, ten (10) business days prior to event.

\_\_\_ Alcohol will be served

\_\_\_ Alcohol will not be served \_\_\_\_\_ CLIENT Initials

## **Responsible Beverage Service Policies and Procedures**

- Proof of Age will be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description, and photograph. Servers will confirm that the I.D. is that of the presenter.
- Non-alcoholic beverages (sodas, juices, waters, etc.) will be promoted and made available for the duration of any event where alcoholic beverages are sold or served.
- At events of three (3) hours or longer, alcoholic beverages service will be stopped one (1) hour before the end of the event.
- No alcoholic beverages may be brought into or taken out of the event by guests or participants.

## **Summary of Pertinent Arkansas State Laws**

It is illegal to give, serve, or sell alcoholic beverages to any person under age twenty-one (21). This law applies to parents and other family members of minors.

- Identification as evidence of age must be issued by a government agency (state or federal) (i.e. valid driver's license). Documents altered in any way are unacceptable.
- It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.
- It is illegal to be intoxicated in public.
- It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher.
- One-day licensed alcohol servers/sellers must be 21 years of age or older and possess a State-issued license to do so.
- Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.

**Client acknowledges and understands the policies and procedures and State Law regarding alcoholic beverages:**

\_\_\_\_\_ CLIENT Initials

## **Indemnification**

User agrees to defend, indemnify and hold harmless 111 N. Main and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by 111 N. Main or its employees, arising from CLIENT's acts or omissions under this Agreement or any act or omission of CLIENT's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of CLIENT, except as may arise from the negligence or willful misconduct of 111 N. Main or its employees.

111 N. Main will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. CLIENT will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

CLIENT agrees to abide by this Agreement and acknowledges having received a copy thereof. CLIENT will be held financially responsible for any damage to the Facility or equipment, which occurs through the CLIENT's meeting or event at the Facility.

Additional Information:

**By signing below, User acknowledges that he/she has read and agrees to all above terms and conditions.**

**CLIENT**

\_\_\_\_\_ Signature  
\_\_\_\_\_ Print Name  
\_\_\_\_\_ Organization (If Applicable)  
\_\_\_\_\_ Date

**111 N. MAIN**

\_\_\_\_\_ Signature  
\_\_\_\_\_ Print Name  
\_\_\_\_\_ Date