

RENTAL AGREEMENT

This Rental Agreement is executed by the undersigned parties on this day of \_\_\_\_\_, 20 \_\_\_\_\_, constitutes an agreement for the rental and use of property managed by Always In Stitches, LLC (hereinafter "Owner"). Regarding the terms and conditions of use, the undersigned parties agree as follows:

PARTIES.

The parties to this Agreement include the following:

Owner: Always In Stitches, LLC 1808 Conner Street, Noblesville IN 46060 For Venue located at **1804 Conner Street**, Noblesville IN 46060

Renter: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: Alt Phone: \_\_\_\_\_

Cell: Email: \_\_\_\_\_

The above renter shall be referred to collectively hereinafter as Renter. The renter is responsible for the obligations contained in this agreement.

Credit Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVV: \_\_\_\_\_

(Held on file, only to be charged if items/facility damaged or if balance due not paid in full. Renter will be notified in writing before any charges are made. Information shredded when balance paid in full)

## GENERAL RENTAL INFORMATION.

- Date of Event: \_\_\_\_\_
- Type of Event: \_\_\_\_\_
- Name of event: \_\_\_\_\_
- Number of Guests Attending: \_\_\_\_\_
- Renter to serve alcohol? Circle one: Yes/ No (Renter Initials) \_\_
- Unlock time: \_\_\_\_\_
- Event Start time: \_\_\_\_\_
- Event End time: \_\_\_\_\_
- Lock Up time: \_\_\_\_\_ ITEMS INCLUDED IN RENTAL.

The following fixtures shall be included in the rental rate:

- 6-foot rectangle banquet tables, 16 available
- 6-foot round banquet tables, 10 available
- Black folding or stacking chairs, 72 available
- Full use of the kitchen area including stove, refrigerator and utensils.
- Full use of three bathrooms, one is handicapped accessible
- Setting up tables and chairs is the responsibility of the renter.

## RENTAL RATES AND DEPOSIT.

The Renter agrees to pay the following rental rates and fees:

- Reservation Deposit \$200
- Deposit is required in advance to successfully reserve the venue.
- Per hour facility Rental Rate is \$35 per hour, minimum 4 hours
- Per day Rental Rate is \$350 per day
- Total Rental FEES Due \$ \_\_\_\_\_
- Initial payment received with reservation \$ \_\_\_\_\_ Date received: \_\_\_\_\_
- Balance Due \$ \_\_\_\_\_ Due Date: \_\_\_\_\_

If Renter fails to pay the Balance Due on or before the above due date, the reservation will be deemed cancelled and forfeited pursuant to CANCELLATIONS herein below without further notice.

If the event date is less than 45 days away 100% of the rental rate and security deposit is due at the time of executing this Agreement.

If the event extends beyond the scheduled end time more than one (1) hour without prior approval the security deposit will be forfeited.

#### OVERAGE FEES.

- \$15.00 fee will apply for every 15 minutes the event extends past the end time up to one hour. To avoid additional charges, we recommend that you allow 45 minutes for breakdown time.
- Cleaning & Repair Fees. Additional charges may be applied for actual or estimated repair or cleaning costs to restore the venue, equipment or other property to the same condition prior to use.

#### ALCOHOL POLICY:

- An additional \$200 refundable deposit is required to have alcohol on the premises.
- If renter provides alcohol; host liquor liability insurance naming Always In Stitches, LLC additional insured, a Temporary Beer & Wine Permit through the Alcohol and Tobacco Commission, and licensed bartender are required.
- If a caterer provides alcohol, a copy of their liquor license, proof of insurance and temporary permit is required. (KEGS ARE NOT PERMITTED)
- If alcohol is served without this additional deposit the \$200 reservation deposit is forfeited.

#### CANCELLATIONS

- A cancellation made more than 45 days prior to your event is fully refundable or may be rescheduled based on availability.
- Cancellations made 45 days up to the day prior to your event will not be refunded.
- ALL refunds are returned in the form of a check from Always In Stitches, LLC.
- All cancellations must be made in writing and delivered to Owner at least thirty (45) calendar days prior to the GENERAL RENTAL INFORMATION dates hereinabove.
- Renter(s) recognize that the foregoing cancellation policy is not intended to be punitive but reflects Owner foregoing actual or potential business opportunities in reserving the venue for Renter(s) and diminished ability to rent the venue within 45 days or less prior to an event date.

#### PAYMENTS.

- All payments due herein shall be made using cash, personal check or cashier's check or credit card. Credit cards will incur a 3% merchants' fee.
- Checks shall be made payable and delivered to "Always In Stitches, LLC. 1808 Conner Street, Noblesville IN 46060
- Any check for insufficient funds is subject to a \$30.00 returned check fee.
- Total contract fees must be paid 45 days prior to the Event Date.

## TERMS AND CONDITIONS.

- Your scheduled rental period MUST be confirmed by email at least 2 weeks prior to your event.
- In compliance with Indiana State Fire Marshal code renter agrees to not exceed the facility capacity of 72 people seated at tables or 150 seated in rows.
- DO NOT block exits in compliance with Indiana State Fire Marshal code.
- Overflow parking is available behind the building. Please avoid parking in spaces directly in front and beside Banter's Meat Market.
- Please DO NOT block the entrance doors, except for loading and unloading.
- Exterior doors ARE NOT TO BE PROPPED OPEN unless unloading or loading.
- SMOKING IS NOT PERMITTED anywhere inside the building. Per Indiana State Law, you must stand at least 8' from all exterior building doors when smoking.
- CANDLES ARE NOT PERMITTED. Electric candles are allowed as a decorating alternative.
- If you use balloons, they must ALL be removed after the event.
- DO NOT put anything on the walls, mirrors, windows or ceiling. This includes tape and tacks of all kinds.
- FOG MACHINES & PYROTECHNICS ARE NOT PERMITTED.
- You are expected to sweep the floor at the end of your rental time. This includes removing any trash or excessive crumbs and cleaning up any spills.
- You are responsible for setting up and returning the tables and chairs to the storage room for your event.
- Do not plug in multiple irons. We have 2 irons available with ironing boards.
- You are expected to tie up all trash bags at the end of your rental and place them in the dumpster at the rear of the property. Key to the dumpster lock is in the left-hand drawer next to the stove.
- Always In Stitches, LLC is NOT liable for damage or loss of any items that may be left on the premises before, during or after this event.
- Any items left on the premises after this event become the property of Always In Stitches, LLC.
- If you use any of the kitchen amenities (stove/oven, microwave, refrigerator, etc.) you are responsible for cleaning them at the end of your rental.
- The Event Facility Coordinator will do a pre/post event walk through noting the conditions or any damage to the facility. This will determine if the security deposit will be refunded to the renter.
- Renter must remain until the Facility Coordinator has done the final inspection and is there to lock the facility.

Failure to abide by the listed terms and conditions could result in the immediate forfeiture of your facility deposit and you will be responsible for all additional damage/excessive cleanup charges required to bring the facility back to its previous condition.

SEVERABILITY.

In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

MODIFICATION.

No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

OPPORTUNITY TO REVIEW.

By executing this Agreement, the undersigned parties warrant and represent they have had an opportunity to review and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached Terms and Conditions to be duly executed as of the day and year first hereinabove written.

FOR OWNER:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

FOR RENTER:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_