

Venue Rental Agreement (“Agreement”)

This Agreement defines the terms and conditions under which **R Venue LLC**, a Michigan limited liability company whose address is 5615 Balsam, Hudsonville, MI 49426, Phone: 616-451-4960 Email: lindareiley5@gmail.com (hereinafter referred to as “R Venue”), and _____ (hereafter referred to as the “Customer”) agree to Customer’s use of the R Venue’s **indoor room and any R Venue personal property** located at 5615 Balsam, Hudsonville, MI 49426 (collectively, the “facilities”) on _____ (event date) for the event described below.

1. CUSTOMER INFORMATION. Customer Name(s): _____

Address: _____ Phone: _____

Email Address: _____ Contact Person Name: _____ Phone: _____

2. EVENT.

Proposed Event: _____ Approximate Number of Guests: _____ Date of Event: _____

Time of Event: _____ R Venue’s facilities have been reserved for Customer for the date and time stipulated. The hours assigned to Customer’s event include the time for all set-up and clean-up. Customer agrees to adhere and follow the terms of this Agreement, and Customer agrees that it will be responsible for all damages to the facilities, including from Customer and its guests, invitees, attendees, agents, and contractors (collectively, “Customer and its Related Parties”), resulting from their use of the facilities.

3. RENTAL DEPOSIT AND PAYMENT AGREEMENT. Except as otherwise provided herein, the total fee which Customer shall pay to R Venue for use of the facilities described in this Agreement will be \$ _____. An initial rental deposit of fifty percent (50%) of this amount is due with the signing of this Agreement (“Initial Rental Deposit”). The remaining balance (“Remaining Balance”) is due at least 60 days before the scheduled event. When paying the balance, Customer also shall pay to R Venue a \$ _____ security/clean-up deposit (“Security/Clean-up Deposit”) which shall be returned to Customer within 30 days following the event if Customer leaves the facilities in a clean and undamaged condition. To reserve R Venue’s facilities on the date requested, R Venue requires that a fully signed original of this Agreement with the Initial Rental Deposit be returned to R Venue. Reservations are taken on a first-come, first-served basis. If the facilities are available on that date and R Venue is willing to lease the facilities to Customer for the intended purposes, R Venue will sign and return a copy of this Agreement to Customer. In compliance with any applicable laws, R Venue reserves the sole right to determine to whom and for what purpose it will lease its facilities. Customer shall issue to R Venue deposits and payments via cash or personal check (made payable to R Venue LLC) per the schedule noted below. A receipt from R Venue will be provided for each.

Scheduled Payment	Amount	Date Due
Initial Rental Deposit		(With Signed Agreement)
Remaining Balance		
Security/Clean-up Deposit		

4. DATE CHANGES AND CANCELLATION POLICY.

- a. Changes: Except as noted above concerning the Security/Clean-up Deposit, all other deposits and payments made by Customer to R Venue are **non-refundable**. If Customer changes the date of the event, reasonable efforts will be made by R Venue to transfer reservations to support the new date and apply the deposits and payments that Customer paid to R Venue for the new event date. However, if the changed date results in R Venue not being able to lease its facilities on the originally scheduled date of the Customer event, Customer shall be liable to R Venue for the rental fee for all such dates. Customer further understands that last minute changes may impact the quality of the event, and that R Venue is not responsible for these compromises in quality.
- b. Cancellation: In the event Customer cancels the event at R Venue’s facilities, Customer shall notify R Venue immediately. If such cancellation occurs at least 90 days before the date of the event, deposits and payments made by Customer to R Venue are **refundable**. If such cancellation occurs less than 90 days before the date of the event, except as noted above concerning the Security/Clean-up Deposit, all other deposits and payments made by Customer to R Venue are **non-refundable**.

5. EVENT SET-UP LIMITATIONS.

- a. All property belonging to Customer and its Related Parties shall be delivered, set-up and removed on the day of the event. Should Customer need earlier access for set-up purposes, this can be arranged for an additional fee. Customer is ultimately responsible for property belonging to Customer and its Related Parties.
- b. R Venue does not have any alcohol licenses. No alcohol may be **sold** at the facilities unless through a caterer/contractor with proper Michigan Liquor Control licenses and Customer and/or its Related Parties comply with items (1) through (4) below. Alcohol may be provided **free of charge** at the facilities by Customer and/or its Related Parties so long as Customer and/or its Related Parties: (1) comply with applicable Michigan and federal laws; (2) the alcohol is served by an individual (hired by Customer or its Related Parties) who has completed the Training for Intervention Procedures (TIPS) program; (3) Customer or its Related Parties obtains special event insurance coverage for the event that insures R Venue as an additional insured with coverage including alcohol related claims and amounts that are acceptable to R Venue; and (4) all of the foregoing is pre-approved by R Venue in writing.
- c. Music (DJ or live music) must stop no later than 11:00 PM
- d. All guests must have vacated R Venue's facilities no later than midnight the day of the event (except clean-up crew, with all clean-up to be done by 1:00 am).

6. RESPONSIBILITY AND SECURITY. R Venue shall not be responsible for damage to or loss of any Customer and/or its Related Parties' articles or personal property at R Venue's facilities prior to, during, or after the event. Customer is responsible for any damage to R Venue's facilities by Customer and/or its Related Parties. R Venue shall not be liable for any loss, damage or injury of any kind or character to any person or property caused in whole or in part by or arising from an act or omission of Customer and/or its Related Parties from any accident or casualty. Customer, as a material part of the consideration of this Agreement, hereby waives on its behalf all claims and demands against R Venue for any such loss, damage, or injury, and hereby agrees to indemnify, defend, and hold harmless R Venue, its members, officers, directors, employees, contractors, and agents, from any and all claims, liabilities, actions, suits, costs, damages, and expenses, including but not limited to reasonable attorneys' fees, against or incurred by R Venue, resulting or arising from or in connection therewith.

7. INDEMNITY. Customer agrees to indemnify, defend, and hold harmless R Venue, its members, officers, directors, employees, contractors, and agents, from any and all claims, liabilities, actions, suits, costs, damages, and expenses, including but not limited to reasonable attorneys' fees, against or incurred by R Venue, resulting or arising from or in connection with: (a) the breach of any provision of this Agreement by Customer and/or its Related Parties and/or its/their negligent actions, misconduct, or omissions; or (b) the provision by Customer or its Related Parties or the consumption by Customer or its Related Parties, of alcohol served or obtained at the facilities.

8. INSURANCE. Customer shall secure event liability insurance in such amounts and coverage acceptable to R Venue to insure R Venue and its owners, members, employees, and contractors from liability in connection with the facilities and Customer and its Related Parties' use thereof.

9. CLEAN-UP. Customer shall be responsible for returning the facilities to the condition in which they were provided. All property belonging Customer and its Related Parties, shall be removed by the end of the rental period. All property remaining at the facilities beyond the end of this Agreement will be removed by R Venue at Customer's cost. Should Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. R Venue is not responsible for any property left behind by Customer and its Related Parties. Customer is responsible for any and all damages to R Venue's facilities.

10. RESERVATION OF RIGHTS. R Venue reserves the right to cancel this Agreement for non-payment or for non-compliance with any of the provisions of this Agreement including but not limited to the Rules and Conditions of Usage set forth below. The rights of R Venue as set-forth in this Agreement are in addition to any rights or remedies which may be available to R Venue at law or equity.

11. INCLUDED AMENITIES. R Venue's tables, chairs, and refrigerator are included as part of its facilities for purposes of this Agreement.

12. RESERVATION PROCESS. This Agreement must be signed by all parties, as well as appropriate deposits submitted, in order to confirm utilization of the R Venue facilities.

13. MISCELLANEOUS. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of remaining provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision is reduced in scope to the maximum enforceable level. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Michigan without regard to conflict of laws rules. In the event of legal proceedings on or concerning this Agreement, each party to this Agreement consents to being subject to the personal jurisdiction of the courts of the State of Michigan with respect to any claims, defenses, counterclaims, cross claims or third party claims. The parties further stipulate that venue is most convenient, proper and appropriate in the State of Michigan; specifically, for a Michigan state court action in the County of Ottawa and for a federal court action in the United States District Court for the Western District of Michigan. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. This Agreement shall not be assigned by Customer without prior written consent of R Venue which consent may be withheld by R Venue in its sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and any prior discussions, negotiations, understandings, representations and agreements between the parties pertaining to this subject matter are merged in this Agreement. This Agreement may be amended only in a writing executed by all parties. The parties agree that each party has had the opportunity to participate in the drafting or modification of this Agreement, that it accurately reflects the intent and understanding of each party, and that it should not be construed against a party because that party may have had a greater role in the drafting of any provision. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile or electronically in lieu of an original signature, and the parties agree to treat facsimile or electronic signatures as original signatures and agree to be bound by this provision. R Venue shall not be deemed to be in default or responsible for delays or failures in performance resulting from acts of God, acts of war or civil disturbance, terrorism, epidemics, governmental action or inaction, fires, earthquakes, unavailability of labor, materials, power, or communication, or other causes beyond R Venue's reasonable control. Any notice, request, demand, waiver, consent, approval or other communication required to be given pursuant to this Agreement shall be in writing and shall be deemed given: (i) upon delivery, if by hand; (ii) after two (2) business days, if sent by express mail or air courier; (iii) upon transmission, if sent by facsimile (provided that a confirmation copy is sent in the manner provided in clause (ii) of this subsection within thirty-six (36) hours after such transmission); (iv) upon transmission by fax or email if the respondent acknowledges receipt via fax or email. All notices are to be given or made to the parties at the addresses appearing on the first page hereof, or to such other address as any party may designate by a notice given in accordance with the provisions of this subsection.

14. **RULES AND CONDITIONS FOR USAGE.** The Rules and Conditions for Usage of the facilities by Customer and its Related Parties follow on the next pages and are incorporated herein and are made a part hereof.

Customer:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

(Date)

(Date)

R Venue:

(Printed Name)

Title: Member

(Signature)

Title: Its Authorized Member

(Date)

RULES AND CONTIONS FOR USAGE

(Alphabetized)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See www.candleimpressions.net – the candles light automatically at the time set and run for 100 hours on a small battery).

CHILDREN: Children under the age of 18 must be properly supervised and are Customer’s complete responsibility.

CONTACT PERSON: You must designate one individual as Customer’s Contact Person. This typically should not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate should problems, concerns, and/or questions occur.

COURTESY PROTOCOL: R Venue reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the facilities. Assistance from law enforcement agencies may be required if this request is not met immediately.

DECORATIONS: Only push-pins and drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by R Venue. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between Customer and R Venue. The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location. All decorations must be approved by R Venue.

EVENT ENDING TIME: All events must end by _____ PM and in order to allow for clean-up and closure of the facilities.

GUESTS: Please keep in mind when inviting guests to Customer’s event, that you are inviting them to our facilities. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

MUSIC AND ENTERTAINMENT: Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the other building occupants. R Venue event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. R Venue reserves the right to require Customer to cease the music it deems inappropriate, in its sole discretion. R Venue also reserves the right to require Customer to lower the sound level or cease playing music, in its sole discretion.

NATURE: Please respect nature. Do not disturb plants, rocks, trees or other natural gifts. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds.

PETS: No pets allowed.

REFRIGERATOR: The facilities have one refrigerator for Customer’s use. If it is not operational, Customer shall make its own alternative arrangements.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by R Venue. It is Customer’s responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the R Venue planning staff.

SIGNAGE: You may post Customer’s group’s sign or hang balloons at _____. Do not attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

SMOKING: The R Venue is a non-smoking facility.

TABLES AND CHAIRS: R Venue is providing tables and chairs as part of our rental package to seat up to _____ persons.

LOGISTICAL PLANS: The R Venue planning team must review and approve all proposed logistical plans for the use of the facilities a minimum of thirty (30) days prior to an event.

I have read and understand the policies concerning events held at the R Venue. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the Customer Related Parties, e.g., guests, contractors, etc., that they must also conform to these rules and conditions.

Customer:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

(Date)

(Date)

R Venue:

(Printed Name)

(Signature)

Title: Its Authorized Member

(Date)