

 **Event Space Rental Agreement**

This contract for the rental of a venue is made this day, \_\_\_\_\_\_\_\_\_\_, by and between Leaf & Petal, hereafter referred to as the Owner, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the Renter.

Whereas the Renter desires to temporarily rent, occupy, and make use of the venue portions of the Owner’s premises, located at 4113 Crosshaven Drive, Vestavia, AL 35243.

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated.

Now, therefore, the parties agree to the following terms and conditions:

**THE VENUE RENTAL PRICE SHALL BE ­­­**\_\_\_\_\_\_\_\_\_\_\_\_\_(final price determined by Jamie once all parameters are known)

* 1. A 50% nonrefundable deposit of \_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is required to hold a date
	2. The balance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and a $250 refundable security deposit (if by check, made out for the date of the event) are due no later than 48 hours BEFORE the event
	3. Payments can be made by check to “Leaf & Petal” or by credit card (with a 2% processing fee)
	4. Leaf & Petal shall provide 1 or 2 (circle one) attendants at a cost of $200 or $300 (circle one). Attendant fees shall be paid by check directly to the Attendant and are due no later than 48 hours BEFORE the event (leave blank or ask Event Coordinator for Payee instructions). Attendant is provided to assist, answer question, manage HVAC, manage lighting, secure the building, lock the doors, keep events on schedule, etc. The attendant is NOT responsible for trash removal or cleanup (see #5 below).
1. **THE RENTER SHALL HAVE ACCESS TO AND USE OF THE VENUE ON**

**\_\_\_\_\_\_\_\_\_\_\_\_\_(date) from \_\_\_\_\_\_\_PM (not before 6:00 PM) until \_\_\_\_\_\_\_\_ PM for the**

**purpose of hosting the Renter’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ event.**

1. **THE RENTER’S STATED GUEST COUNT IS EXACTLY \_\_\_\_\_\_\_\_\_\_\_ PEOPLE.**
	1. The expected guest count should not exceed 60 people. If you are concerned that the count may materially exceed this, we are probably not the right venue for reasons stated below.
	2. There are only 38 available parking spaces (parking is shared contractually with neighboring restaurant businesses).
	3. An egregious, material breach of the agreed guest count is grounds for deposit forfeiture and additional rental charges at the rate of $50 per guest. We’ve never had to enforce this, so please respect our limited capacity and reasons for it. We’ve learned from experience what does and doesn’t work for the venue and for our neighbors.
2. **SET UP WILL BEGIN AT \_\_\_\_\_\_\_\_\_\_\_ PM**
	1. Renter and caterer may arrive at the above time during retail business hours on the day of event as along as tasks being performed DO NOT interfere with Leaf & Petal employee tasks and customers’ ability to shop and move about comfortably throughout the greenhouse. While we do everything we can to accommodate early setup, some counters and workspaces may not be cleared and ready for set up until right at closing time (5:30 PM). We will do our best!
3. **THE CATERER SHALL BE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
	1. Catering must be done by a professional company and all caterers MUST be pre-approved by the Leaf & Petal Event Coordinator ahead of time.
	2. The caterer/Renter is responsible for removal of all trash/waste to the Leaf & Petal dumpster and the cleanup (including all venue floors, fixtures, counters, and surfaces) to pre-event condition.
	3. Catering supplies, ovens, tables, and chairs may be approved beforehand for early delivery on the day of event but should in no way impede the retail business while open.
4. **GUESTS SHALL EXIT THE BUILDING NO LATER THAN 10:00 PM**
	1. There will be an additional 15-minute grace period to 10:15 for final cleanup and removal of Renter’s property after the scheduled end of the event with no additional charges. Renter and/or Renter’s guests still occupying the venue 15 minutes beyond the scheduled stop time is grounds for full security deposit forfeiture. Our attendants often have to be back at work early the next day, so please be respectful of the agreed upon time.
	2. Experience has shown that proper cleanup typically lasts 30-45 minutes, so please budget time accordingly.
5. **DECORATIONS**
	1. Renter shall abide by rules of the venue concerning decorations and all decorating approvals are solely at the discretion of the Event Coordinator/Owners.
	2. Outside candles may be brought in; however, they MUST be explicitly approved by the Event Coordinator beforehand and only candles in containers with glass hurricanes (or other approved containment device) may be used (NO TAPERS and ABSOLUTELY NO TEALIGHT CANDLES UNLESS CONTAINED IN AT LEAST 3” DEEP VOTIVE HOLDERS).
6. **FLORAL**
	1. No outside floral arrangements are allowed without prior written approval by the Event Coordinator and only under certain circumstances (i.e., weddings, etc.). Outside flowers and loose foliage may be brought in for tables **ONLY** if pre-approved by the Event Coordinator.
	2. Floral arrangements/centerpieces may be ordered and purchased through Leaf & Petal’s Floral Manager (baskets with white flowers and various foliage/ferns are our best sellers) or Leaf & Petal’s florists can make and rent centerpieces for Renter’s event at just 25% of retail (75% off!!)
	3. All floral rentals/purchases must be paid in full before the start of the event.
7. **ALCOHOL**
	1. Outside alcohol is typically permitted (with exceptions for primarily young adult crowds at the Owner’s discretion), but it is the responsibility of the Renter to ensure his/her guests imbibe ONLY IN MODERATION (we are not a “party place”). Professional bartenders may be required to prevent overserving.
	2. By law, alcohol may NOT be sold in any shape or fashion without a special events license by the ABC Board/City of Vestavia Hills (no cash bars are permitted without this license).
	3. **It is the ultimate responsibility of the Renter to see that alcoholic beverages are only dispensed in a lawful and responsible manner and that no guests are ever allowed to be over served and/or inebriated on the premises.**
8. **CLOSING AN EVENT**
	1. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it.
	2. Renter shall provide caterer with a copy of this contract if renter holds caterer responsible for cleanup. Counters should be wiped and any obvious debris on floors and tables from food, rubbish, spills, etc. should be reasonably cleaned for the Leaf & Petal business to open the next morning.
	3. Trash should be deposited in the Leaf & Petal dumpster in the fenced in area on the North end of the building or removed from the premises. Failure to remove trash and clean will result in a $150.00 service charge deducted from the refundable security deposit.
	4. With explicit permission from the Event Coordinator, certain personal items may be left overnight. In this case, they must be picked up no later than 10:00 AM the following day or the same service charge will be deducted from the security deposit.
	5. Within 72 hours of the event conclusion (typically within 24 hours) the Owner shall return to Renter the security deposit minus any extension fees, service charges, or amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter’s associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter’s knowledge or consent. All damages to Leaf & Petal property or merchandise shall be the ultimate responsibility of the Renter and settled at the full retail replacement value of the property that is stolen, damaged, or destroyed during an event. In short, the Renter is ultimately the one who is financially responsible for any financial harm to the Premises or property thereon resulting from the actions of the attendees of the event (including collection costs).
9. **THE NECESSARY LEGALESE**
	1. In the event that Renter fails to pay any balance due under the terms in this contract, interest shall accrue upon the unpaid balance at the rate of 20% annual percentage rate until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection of any unpaid balance including assessed damages and fees.
	2. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter’s guests while Renter is in control of the venue and shall FULLY INDEMNIFY AND HOLD HARMLESS the Leaf & Petal landholding and operating businesses, the Owners and Owners’ associates against ANY AND ALL legal actions which may arise from Renter’s use of the venue FOR ANY REASON. Renter agrees that the premises are “as is, where is” and Leaf & Petal and any associate/affiliate/owner shall not be deemed liable or responsible in any way for any reason for any injuries, damages, or unfortunate occurrence that may arise and/or happen during, because of, or related to the Renter’s private event and anyone’s and everyone’s voluntary occupation and use of the premises.
	3. Any disputes arising under this contract shall be adjudicated in the Owners’ local jurisdiction and settled by arbitration with an explicit waiver of right to trial by jury.

**In witness of a full understanding of and agreement to the terms and conditions herein contained, the parties shall affix their signatures below:**

|  |  |
| --- | --- |
| Renter’s Signature, date | Owner’s Signature, date |
| Printed Name | Printed Name**JAMIE PURSELL** |
| Address | Address**4113 CROSSHAVEN DR.** |
| City, State, Zip Code | City, State, Zip Code**VESTAVIA, AL 35243** |

(OWNER AND RENTER TO INITIAL THE BOTTOM LEFT OF **EACH** PAGE OF THE AGREEMENT)

**PAYMENT CHECKLIST:**

**50% DEPOSIT: \_\_\_\_\_\_\_\_\_\_\_ DATE PAID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**50% BALANCE: \_\_\_\_\_\_\_\_\_\_ DATE PAID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SECURITY DEPOSIT: $250 DATE PAID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ATTENDENT FEES: \_\_\_\_\_\_\_ DATE PAID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**