



CELEBRATIONS
EVENT CENTER

Rental Agreement

SECTION 1
CLIENT AND EVENT INFORMATION

Event Date: _____ Event Start Time: _____ Event End Time: _____

Event Name _____ Number of Guests: _____

Single Day Event or Multiple Days/Nights _____ Rental Fee \$ _____

Description of Space

Rented _____

Client Name:

Client Address:

City: _____ State: _____ Zip: _____

Primary Telephone: _____ Secondary Telephone: _____

Email Address: _____

This Rental Agreement is between Perkins Brothers, L.L.C. d/b/a Country Celebrations Event Center (hereafter referred to as "Event Center") and the Clients described in Section 1 (hereafter referred to as "Client") for the rental and use of certain space at Country Celebrations Event Center for a the designated time described in Section 1.

SECTION 2
TERMS AND CONDITIONS

2.1 RESERVATIONS

In order for an event to be guaranteed, Event Center must receive a deposit of at least fifty percent (50%) of the rental fee. The total amount of the deposit shall be \$_____. The remaining balance of the rental fee shall be due twelve (12) days prior to the date of the event date in Section 1. This deposit is nonrefundable. By initialing below, I acknowledge, understand, and agree that the deposit is nonrefundable.

Client Initials: _____

2.2 CANCELLATION

All payments made up to 30 days before the date of the event described in Section 1 shall be refunded except the deposit described in section 2.1 shall not be refunded. Notice of cancellation shall be completed no less than 30 days prior to the event.

2.3 HOURS OF OPERATION

Events may not last beyond 12:00 am without prior written approval from Event Center staff. There shall be a deadline of 12:30 am for any cleanup time. Client shall be charged an additional \$150.00 per hour for each additional hour the event or clean-up time goes beyond 12:30 am or the designated deadline previously approved in writing by Event Center staff. Client is responsible for making sure guests leave the building at a reasonable time in order for staff to finish cleanup before said deadline. Client must have all decorations and any equipment they may have supplied cleared from the facility by 12:30 am or the designated deadline previously approved in writing by Event Center staff.

2.4 LOSS, THEFT, OR INJURY

Event Center is not responsible for any damage, loss, or theft of any equipment or other items of any kind, used by clients before, during, or after the event described in section 1 or any items left by the Clients whether or not related to the event.

Event Center is not responsible for injury or death of Client, guests of client, agents of client, contractors of client, or any other person or entity associated to Client in any way whatsoever whether or not caused by the negligence or gross negligence of Event Center or its agents, employees, affiliates, or any other person or entity associated with Event Center in any way whatsoever, whether injured before, during, or after the event.

Event Center may not carry insurance for injury, damage, or other harm caused or sustained during the event described in Section 1.

Client shall indemnify, hold harmless, and defend Event Center for any claim made against Event Center for any damage, loss, or theft of any equipment or other items of whatever kind, used by clients during the event described in section 1 or any items left by the Clients whether or not related to the event.

Client Shall indemnify, hold harmless, and defend Event Center for any claim made against Event Center for injury or death of Client, guests of client, agents of client, contractors of client, or any other person or entity related to Client in any way whatsoever whether or not caused by the negligence or gross negligence of Event Center or its agents, employees, affiliates, or any other person or entity related to Event Center in any way whatsoever.

2.5 SERVICES PROVIDED

Staff: Country Celebrations Event Center staff will be on duty during the entire event. A staff member will open the facility and provide information and directions as needed. The staff member will not be available to decorate and will not be involved in the event unless prior approval and agreement has been made in writing.

Tables, and Chairs : Such items are provided and will be set up and taken down by Country Celebrations Staff. Client must provide a layout if Client would like tables and chairs set up differently than their typical arrangement. Tables and chairs shall not be taken outside of the facility by Client, guests of client, agents of client, contractors of client, or any other person or entity related to Client in any way whatsoever. Table setting is provided by Country Celebrations Event Center. Client shall advise Event Center staff at least 2 weeks in advance if Client shall need tablecloths or napkins.

Deep Cleaning: Event Center will perform deep cleaning, such as mopping and vacuuming. Client must remove anything brought to facility by Client, Guests, or hired vendors.

Audio, Microphone, or Projector use may have extra cost for your needs \$_____

Special needs for event that might have an extra charge

2.6 DECORATIONS

Decorations may not be fastened to the walls with thumb tacks, nails, staples, or tape of any kind. Candles must be completely enclosed in a glass or nonflammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited in the rental space described in Section 1 and the whole facility generally and on the grounds thereof. NO sky lanterns, sparklers, rice, birdseed, or other similar items shall be thrown or lit around the facility or on the grounds thereof. All large decorations must be approved by Event Center staff. All large size decorations must come inside through the overhead door. Immediately following the completion of the event, all decorations, trash or other debris must be thrown away in the designated receptacles provided. Anything left behind will be thrown away. If Client has any questions or doubts about whether decorations may be deemed acceptable, Client must consult with Event Center staff. Failure to Consult with Event Center Staff about questionable decorations may result in charges for damage and/or excessive wear and tear. The cost to clean and/or repair will be charged your credit card on file. By initialing the line below, Client approves said charges to be applied to the supplied credit card on file.

Client Initials: _____

2.7 FOOD AND CATERING STANDARDS

Monday thru Friday revenue minimum\$500.00 Saturday a revenue minimum of \$1,000.00 is required for this function. If less than \$1,000.00 is acquired, the difference will be charged at the conclusion of the Event to "Client" described in Section 1. Catering vendors on Event Center's list have agreed to terms and conditions. Our recommended caterers have experience working at Event Center and are familiar with our regulations, policies, and procedures.

All caterers working the Event Center are required to have a valid Certificate of Insurance and a Credit Card on file with Event Center staff.

Caterers:

Aggies Sneaky's Chicken M's on 4th Sodexo

Client will not require food services

Client will require food services

Caterer for the Event _____

Client Initials: _____

2.8 PARKING REQUIREMENTS

Parking is limited to the Event Center lot only.

Parking is not allowed off asphalt, or in the circle drive in front of the main building, or the entrance to the Event Center. Alcoholic beverages in the parking lot are prohibited.

2.9 SECURITY

Event Center may require a security guard or security staff for some events. The requirement of a security guard or security staff shall be at the sole discretion of the Event Center staff and management. Some factors that may go into the decision to require a security guard or security staff may include, but are not limited to: the size of the event; the type of dance expected; the type of program; and, the type and nature of the Event. This paragraph shall not be construed to create a duty for Event Center or its staff. The decision not to require a security guard shall not constitute a breach of any duty for negligence purposes. Event Center staff will arrange for any fee for the use of a security guard or security staff to be paid directly by Client.

The Security requirements will be one security guard for every _____ people in attendance. The regular price for security will be \$_____. This price will be for the security until 12:00 am. Any hour after will be charged at \$100.00 over the regular price stated in this paragraph.

When applicable Event Center may require adult chaperons for youth activities. A list of chaperons must be submitted to Event Center at least ten (10) days prior to the Event. The list shall include the chaperons full name, address, and telephone number. If the event is a dance for youth there must be at least two (2) liaison offices for the whole event. If not, a fee for security may be applied.

Client will not require security services

Client will need security staff / a security guard (circle one)

Client Initials: _____

2.10 ALCOHOL POLICY

A revenue minimum of \$300.00 per bartender for alcoholic bar service must be met. If less than \$300.00 per bartender is acquired, a \$150.00 bartender fee per bartender will be incurred.

Event Center shall abide by all laws of the State of Iowa 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 Event Center facilities.

1. Event Center does not allow any outside alcohol to be brought into the facilities or on the grounds.
2. Event Center does not allow any drinks to be taken outside of the front building or into the parking lot.
3. Any Client or guest that brings in drinks or who is caught drinking in the parking lot will be asked to leave and Client may be charged a \$500.00 fee for each guest caught doing so.

2.10.1 RESPONSIBLE BEVERAGE SERVICE POLICIES AND PROCEDURES

Proof of age will be required for anyone appearing to be 45 years or younger. Identification as evidence of age must be issued by a government agency.

1. It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.
2. It is illegal to be intoxicated in public.
3. It is illegal to drive under the influence of alcohol or with a blood level of .08% or higher.
4. Event Center staff has the right to refuse alcohol sales to anyone who appears to be intoxicated or under the age of 45 without proper identification.
5. Event Center staff or bar staff is authorized to cease sales and/or service of alcohol if alcohol consumption becomes a dangerous situation and/or is the cause of damage to the property or injury to persons. Any determination of dangerous situation or cause of damage to the property shall be at the sole discretion of Event Center staff.

Alcohol will not be served at the Event

Alcohol will be served at the Event

BY INITIALING BELOW, CLIENT ACKNOWLEDGES THAT CLIENT UNDERSTANDS AND AGREES TO THE POLICIES AND PROCEDURES REGARDING ALCOHOLIC BEVERAGES.

Client Initials: _____

2.11 ENTERTAINMENT

Entertainment vendors, such as DJ's, have to agree to terms and conditions.

All entertainment providers working at Event Center are required to have a valid Certificate of Insurance and a Credit Card on file with Event Center staff.

All entertainment must use side doors to bring in and exit with there equipment.

Given the nature of the Event Center and its location, it may become necessary to institute a noise policy. If a noise policy becomes necessary, at the discretion of Event Center Staff, notice of the noise

policy will be given in writing before or during the event and the policy shall become part of this agreement.

Client will not require entertainment services

Client will require entertainment services

Entertainment Provider for the Event _____

Client Initials: _____

2.12 MISCELLANEOUS POLICIES

- A. No animals, except service animals, may be brought onto the premises.
- B. Client and Client's guests are restricted to the rented area defined in Section 1.
- C. Event Center will not be responsible for any items left behind, before, during or after the Event.
- D. Event Center staff may enter any part of the facility, including the rental space defined in Section 1, at any time, including during the Event.
- E. Event Center reserves the right to take photographs of any Event for its own records and future use.
- F. Client must ensure that the number of guests does not exceed the number of guests defined in Section 1. Regardless of the number of guests stated in Section 1, the number of guests shall never exceed 500 people.
- G. Everyone must follow the smoking policy. No smoking is allowed inside the facility. Smoking is only allowed outside and in designated smoking areas where signs are posted.
- H. All notices required or permitted under this Agreement may be given to a party in writing either personally or by certified mail, postage prepaid, addressed to such party at the address herein or at such other address as one party may from time to time notify the other in writing.

If notice is intended for Client, notice shall be sent to the address described in Section 1.

If notice is intended for Event Center, notices shall be sent to:

Country Celebrations Event Center
5510 Hamilton Blvd
Sioux City, IA 51108

- I. Client acknowledges that other events may be scheduled at any time for other spaces within the Event Center that are not covered by this lease. Such other use of the Event Center is not a violation of this Agreement.

2.13 ATTORNEY FEES

If at any time it becomes necessary for Event Center to hire an attorney or attorneys to enforce any part, provision, or section of this Agreement, Client shall be responsible for any and all reasonable attorney fees incurred by the Event Center.

2.14 ANCILLARY AGREEMENTS

Any special provisions that are required to be evidenced by a signed writing are hereby referenced and incorporated into this Agreement.

2.15 ENTIRE AGREEMENT

This Agreement and any of its ancillary agreements referred to in Section 2.14 herein shall constitute the entire agreement. Client acknowledges and agrees that verbal representations of any kind shall not be part of this Agreement and are not binding on either party.

2.16 ACKNOWLEDGMENT

By signing below, Client acknowledges that Client has read, understands, and agrees to comply with all terms, conditions, and provisions herein.

Client

Perkins Brothers, L.L.C. d/b/a
Country Celebrations Event Center

Signature

Signature

By _____
Printed Name of Signor

By: _____
Printed Name of Signor

Organization/Company

Date: _____

Date: _____