

PERFECT DAY PARTY & EVENT VENUE RENTAL AGREEMENT

This Venue Rental Agreement (hereinafter "Agreement"), executed by the undersigned parties on this _____ day of _____ 2022, constitutes an agreement for the rental and use of property managed by Perfect Day Party & Event Venue, 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: Perfect Day Party & Event Venue

Address: 226 Capital Ave NE, Battle Creek, MI 49017

Phone: 269-243-6652 Email: perfectdaypartyvenue@gmail.com

Renter:

Address:

Phone:

Email:

Renter:

Address:

Phone:

Email:

The above renters shall be referred to collectively hereinafter as Renter(s). Each of the renters are jointly and severally responsible for the obligations contained in this Agreement.

WEDDINGS- Consultations Included w/ rental

- Initial Viewing/Tour (Up to 30 minutes)
- Vendor Viewing Tour (Up to 60 minutes)
- Final Viewing/Tour (Up to 60 minutes)

OTHER EVENTS- Two 30 Minute Consultations Included w/ rental

- Initial Viewing/Tour (Up to 30 minutes)
- Vendor Viewing Tour (Up to 30 minutes)

Please inform Perfect Day of requested days & times. Any additional vendor/tour time will be billed at \$100 per hour & must be paid at the time of viewing/showing.

GENERAL RENTAL INFORMATION.

1. Date of Event: Event Start time: Event End time:

2. Type of Event:

3. Venue space reserved:

- Entryway
- Auditorium
- Ballroom
- Kitchen
- Mens Suites
- Womens Suite

4. Number of Guests Attending:

5. Renter(s) intend to serve alcohol? Yes No Initials

Renter(s) understand if serving alcohol it must be served by licensed & insured bartender & renters MUST obtain their own liability insurance of at least \$1,000,000.00 (www.wedsafe.com or any other you choose) listing BOTH themselves & Perfect Day Party & Event Venue as insured parties. MUST provide documentation to venue at least 48 hours prior to event. If client fails to provide documentation, no alcohol may be served. No “BYO” parties are permitted. Renter(s) acknowledge they cannot sell alcoholic beverages.

RENTAL RATES AND FEES.

The Renter(s) agree to pay the following rental rates and fees:

- a. **Nonrefundable Reservation Deposit.** A reservation deposit is required in advance to successfully reserve the venue for specific date and time. Nonrefundable **Reservation Deposit (50% of Rental Rate)** \$_____ **paid** on_____ (date) The reservation deposit is 50% of the rental rate and is non-refundable. Remaining venue rental balance \$_____.
- b. **Refundable Damage/Cleaning Deposit (\$250 or \$500)** \$_____ **paid** on_____ (date)
- c. **OPTIONAL 3rd party Cleaning Fee \$300.00** paid on_____ (date)
- d. **RENTAL ADD ONS \$_____ LIST ADD ONS BELOW:**
- e. **Total Balance Due \$_____ on_____** (date 14 days prior to event or if less than 14 days payment due in full)

Any deposit "Balance Due" hereinabove is due on or before to successfully reserve the venue. The Balance Due amount excludes applicable Overage Fees as provided in other fees section. If Renter(s) fail to pay the Balance Due on or before the above due date, the reservation will be deemed cancelled and forfeited pursuant to cancellation section hereinbelow without further notice. If the event date is less than 14 days away 100% of the rental rate is due at the time of executing this Agreement.

OTHER FEES.

- a. A \$100.00 fee will apply for every 30 minutes the event extends past the event end time in Section 2 hereinabove. (To avoid additional charges, we recommend that you allow 45 minutes for breakdown time.)

b. Additional charges may be made for actual or estimated repair or cleaning costs to restore venue, grounds, equipment, or other property to the same condition prior to Renter(s) use of the venue and Owner's property.

ITEMS INCLUDED IN RENTAL w/ building rental. The following items or services shall be included in the rental rate (circle, list quality of each item & Initial all that apply):

1. Kitchen Use
2. 5 ft Round Tables (table covers additional \$3 fee)
3. 6 ft Rectangle tables (table covers additional \$3 fee)
4. 8 ft Rectangle Tables (table covers additional \$3 fee)
5. White folding chairs (chair covers additional \$3 fee)
6. Bounce House (must always have adult supervision) large \$125 small \$50
7. Throne Chair (white w/ gold trim) \$125 each
8. Arch (Gold) \$25
9. Arch (White) \$25
10. 10x10 back drop stand (Black) \$25
11. Vizio Speaker \$50

PAYMENTS. All payments due herein shall be made using cash, cashier's check or money order made payable to "Perfect Day Party & Event Venue" at 226 Capital Ave NE, Battle Creek, Michigan 49017. Total contract fees must be paid 30 days prior to the event date. If event is less than 30 days away full nonrefundable payment is due at time of booking. If fees are not paid by due date Perfect Day Party & Event Venue has the right to cancel reserved date with no refund of the required nonrefundable deposit.

SET UP & CLEAN UP. Set up and clean-up is the responsibility of renters. Renters may utilize Perfect Day Party & Event Venues 3rd party cleaning service for additional fee of \$300.00. The premises shall be restored to same clean condition as it was prior to renters utilizing the property. Set up & clean up time is included in the allotted time slot as a part of renter booking. Please ensure you have booked enough time to properly set up and clean up. Tables & chairs will NOT be set up prior for you. They are stored in a closet & it's YOUR responsibility to move where you want them & to put back. Please ensure all tape is removed from walls/items and ensure there are no stains on the walls from food, decorations

etc. You are responsible for properly cleaning all areas utilized by your event (restrooms-toilets, kitchen area, hallways, etc) Failure to properly clean will result in forfeit of security deposit funds paid. Perfect Day Party & Event Venue will take legal action if cleaning and repairs costs are greater than deposit amount paid. Perfect Day party & Event Venue does not supply trash bags for kitchen or ballroom. You are responsible for purchasing 42-gallon bags for your event. I will provide the trash bags for restrooms.

EQUIPMENT & DECORATIONS.

Perfect Day Party & Event Venue decor shall remain in place unless removal has been authorized by the management and labor involved in removing and replacing has been paid for by renter.

- Any ladders, tools, extension cords or other supplies needed to complete decoration and set up are the responsibility of the renter.
- Renter is required to provide table coverings to fully cover and protect surfaces; tables are not to be used without coverings.
- Renter agrees not to attach, affix, or display any decorations to/on fixtures, or signs without permission from management.
- No decorations shall be attached or affixed to handrails.
- The use or installation of any electrical appliances must have prior approval by management.
- The use of glitter, sequins, confetti, potpourri, silly string, party poppers or sparklers is NOT allowed.
- The use of candles, fireworks or sky lanterns is strictly prohibited and will incur a \$500.00 penalty and could result in the expulsion of guests and immediately stopping the event.
- Management reserves the right to disallow or change any decorations or set up as they deem necessary.
- PLEASE REMOVE ALL TAPE, STRING ETC FROM WALL- Your security deposit will be forfeited!

LOSS, THEFT, DAMAGE. Perfect Day Party & Event Venue is not responsible for loss, theft, or damage of any items provided by or belonging to renter or their guests or vendors, including but not limited to flowers, cake, gifts, etc. Renter shall hold harmless Perfect Day Party & Event Venue. Perfect Day Party & Event Venue

its owners, partners, employees, or agents from any and all liability, for any and all losses, expenses, and damages to person or property incurred in connection with the Event, including but not limited to the preparation prior and cleaning up after the event. Renter is responsible for ensuring all guests do not leave any personal items at the venue or on property after rental time ends.

OUTDOOR. Renter shall have the right, subject to the conditions set forth herein, to utilize the parking lot for parking only. No loitering or partying will be permitted anytime ever. Renter has the right to utilize any outdoor area of the building (front, stairs etc) for photography, small ceremonies etc. Renters and guests shall always stay within the property lines. Renters and guests shall not drink alcoholic beverages outside of the building.

SUPERVISIONS, CONDUCT & RULES. The renters will conduct the function in an orderly manner in full compliance with all applicable laws, ordinances, regulations, and Perfect Day party & Event Venue rules. Renter further agrees to provide attached rules to any other agent or vendor in their hire. Renter agrees to take full responsibility for any & all actions of guests & vendors in their hire, including those consuming alcohol, during & after the event. Management reserves the right to refuse or stop alcohol consumption to any guest who is intoxicated or who is not the legal age of 21. Minor children are the responsibility of the renter and for safety reasons require adult supervision. Anyone not in compliance with these rules, acting with disrespect and disregard for Perfect Day Party & Event Venue property or causing damage to property will be asked to leave by the management and/or their representatives. Management reserves the right to stop the party if conditions warrant such action. Renter will not be entitled to any refund and will pay any and all damages and penalties. Management has the right to supervise & attend all events in person & or via video surveillance.

- Exit doors must remain unlocked and must not be blocked during occupancy.
- DO NOT run into, hang on or damage the support poles in the ballroom.
- DO NOT hang on, pull on and damage handrails.
- No drinks on the “dance floor” for reasons of safety for all.

- No smoking or vaping inside Perfect Day Party & Event & Venue; you may smoke in designated smoke area outside in the back. Please use ash trays.
- Please do not litter. Use trash cans. Please do not litter on our neighbors' properties. This will result in forfeit of security deposit.
- Children must be always supervised.
- No standing on chairs, tables or any other fixtures or railings.
- No animals, except service/support animals or animals that have been pre-approved by Perfect Day Party & Event Venue management.
- No dumping of ice, water, beverages, vases or other items, debris cigarette butts or otherwise anywhere on the premises not designated by staff.
- No Vehicles are allowed to be left after event ends unless prior approval from management.
- DO NOT RUN THROUGH THE BUILDING!
- You and your guests shall only utilize the rented areas agreed in signed contact. There shall be no use of other levels/rooms/areas for ANY REASON! If it is determined, you or your guests utilized non rented areas YOU WILL OWE the rental rate for that specific area as well. Deposit will be forfeited.

*Penalty charges will be incurred for infractions of these rules and for any infractions resulting in damages.

WEATHER. Perfect Day Party & Event Venue cannot be held responsible for inclement weather or for problems or issues caused by such weather (e.g. Power outages, temperatures, sweating floors, flooding) associated with the event. In the event of power outage, if power is not restored within 30 minutes, for reasons of safety and sanitation closing time shall be effective immediately. Guests shall depart as soon as conditions allow for safe departure; Renter and vendors shall remove belongings or arrange for safe and timely removal of belongings. Furthermore, you may want to consider purchasing event insurance for your financial protection. Inclement weather or problems or issues caused by such weather including loss of air conditioning or wifi will not entitle renter to any refund.

CANCELLATIONS. There are no refunds for any deposit or monies paid toward reserving/holding your date. Renter(s) understand a deposit is for the specific date listed and if a new date is required it will require renters to pay an additional

deposit to secure the new date & the original nonrefundable deposit will be forfeited. Renter(s) recognize that the foregoing cancellation policy is not intended to be punitive, but, reflect owner foregoing actual or potential business opportunities in reserving the venue for Renter(s) and diminished ability to rent the venue due to holding the date.

ORDERED SHUTDOWN. In the event of a government ordered shut down or pandemic restriction, all monies paid shall be transferred to new date, chosen by the renter(s). Renter(s) understand there are no refunds of any monies paid.

CLIENT PROTECTION. In the circumstance that management must cancel the event prior to the event date because the facility has been rendered unusable due to fire, natural disaster other foreseen conditions, the renter shall be refunded any monies paid to Perfect Day Party & Event Venue when it has received insurance settlement to cover loss of income. Perfect Day party & event venue shall not be held responsible for any other costs incurred by the renter; renter may consider purchasing event insurance for your financial protection.

FURTHER NOTICES. Renter is fully responsible for knowing & understanding and adhering to the terms of this agreement. The terms previously noted herein. Management reserves the right to make any changes and improvements to Perfect Day Party & Event Venue and/or grounds they deem necessary or desirable; such changes shall not entitle the client to any refund or considerations not otherwise detailed in the terms set forth herein. Pricing and terms are subject to change at any time until a rental agreement has been signed and an event deposit has been paid.

AGREEMENT NOT ASSIGNABLE. This agreement is not assignable. Perfect Day Party & Event Venue as rented, and all property of Perfect Day Party & Event Venue rented are for the sole and exclusive use of the renter for the sole and specific purpose described herein. Perfect Day Party & Event Venue management reserves the right to cancel the vent if deemed necessary and prudent, Renters right under this agreement may not be assigned.

ADDITINOAL NOTES:

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

PERFECT DAY PARTY & EVENT VENUE MANAGEMENT:

Signature: _____ Print: _____ Date: _____

FOR RENTERS:

Signature: _____ Print: _____ Date: _____

FOR RENTERS:

Signature: _____ Print: _____ Date: _____

