

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between The Valley Venue ("Lessor") and the undersigned party ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

1. Venue Rental. Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee a license to use The Valley Venue (the "Venue") for an event to be held on the date and time set forth on Exhibit A (the "Event").

This agreement must be completed by the person(s) responsible for payment and event details.

2. Rental Fee and Deposit. Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Venue, the sum set forth on Exhibit A (the "Rental Fee"). Lessee shall deliver the deposit identified on Exhibit A to Lessor upon execution of this Agreement (the "Deposit"). The Deposit is nonrefundable but shall be applied by Lessor to the Rental Fee. The balance of the Rental Fee shall be paid in full by Lessee at least thirty (30) days' prior to the Event.

3. Security Deposit. Wedding events require a \$750.00 Security Deposit. The Security Deposit must be made at time of booking and date reservation. This will be applied to your event total, provided no damages were made to the Venue and no excessive cleanup is required. If any damage occurs to the Venue, or if any repairs, replacements, or excessive cleanup need to be made to the Venue as a result of Lessee's Event that exceed the Security Deposit, immediately upon demand by Lessor, Lessee shall pay Lessor for the cost to repair such damage, replace any items, and/or clean up the excessive use.

4. Venue Rules. Lessor and Lessor's guests shall at all times abide by the Venue Rules attached hereto as Exhibit B. In the event any of the Rules are not followed, Lessor may forfeit some or all of the Additional Security Deposit.

5. Cancellation. All deposits are non-refundable, however the lessee may cancel this Agreement at any time prior to the Event Date by providing written notice of such election to Lessor and providing payment of the applicable Cancellation Fee set forth below:

Cancellation Date	Cancellation Fee
90 days prior to Event	Deposit + 50% of Rental Fees & taxes
30 days or less prior to Event	Deposit + 100% of Rental Fees & taxes

6. Termination. Lessor may terminate this Agreement for failure of Lessee to pay the Rental Fee or any other charges due hereunder. In such event, Lessor may, with or without further notice, terminate this Agreement and shall have no liability for any loss or damage which may be occasioned thereby, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

7. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents, owners, and employees from and against any and all loss, cost (including attorneys' fees), damage, expense,

and liability in connection with any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, proceedings, or the like arising out of any act or omission by Lessee, its invitees, agents, employees, contractors, or representatives, in, on, or about the Venue. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to person or property of Lessee or its invitees, agents, employees, contractors, or representatives.

8. **LESSOR HAS NO LIABILITY.** Lessor is not liable for any claim, damages, or injury to person or property claimed by Lessee or Lessee's invitees, agents, employees, contractors, or representatives. Lessee shall be solely responsible for their invitees' personal property located or stored upon the Venue and for all risks of damage, destruction, or loss resulting from fire, theft, storm, and all other hazards. Lessor shall not be liable for any damage to, destruction of, or loss of any of Lessee or Lessee's invitees, agents, employees, contractors, or representative's personal property located or stored upon the premises, regardless of the cause of such damage, destruction, or loss.

9. Assignment and Sublicensing. Lessee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Venue or any part thereof or permit the use of the Venue to any party other than Lessee. Lessor shall have the right to assign this Agreement without the prior written consent of Lessee.

10. General Provisions. All Exhibits referenced herein and attached hereto are incorporated by reference as if set forth herein word for word. The captions and headings contained herein have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. The venue for any legal actions, claims, or demands shall be Marion County, Arkansas. The entire agreement, intent, and understanding between the parties are contained in the provisions of this Agreement and the exhibits attached hereto, and any stipulations, representations, promises, or agreements, written or oral, made prior to this Agreement shall have no legal or equitable effect or consequences unless reduced to writing herein. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as set forth herein, the terms of this Agreement shall only be amended, waived, or terminated by an instrument in writing signed by both Lessor and Lessee.

LESSEE: Printed Name(s): Signature(s):	
Mailing Address:	Phone number: Email address:
<u>LESSOR:</u> The Valley Venue 2803 MC 6077	Signature:
Flippin, AR 72634	Heather Curtis, Owner

EXHIBIT A

Rental Packages and Event Info

EVENT DATE:	
TIME(S) REQUESTED:	
EVENT TYPE:	(Example: Birthday, Baby Shower, etc.)
PACKAGES:	
(C hec k all that is applicable)	
vouis at the venue 💙	

The Micro *Wedding* packages at The Valley Venue includes the following:

Option 1- \$1,500 plus tax. Option 2-\$1,250, plus tax. Option 2 does not include the additional 50 outdoor chairs.

- 2 days of access(Friday & Saturday) for rehearsal, set-up, wedding, and reception/cleanup. Beginning at 10:00am on Friday, ending at 11:00pm on Saturday.
- Indoor reception space includes:
 - o Kitchenette area with sink and refrigerator
 - o (2) wooden banquet tables for serving
 - o (10) 4 ft.round tables
 - o (2) 6 ft. rectangle tables [available for wedding parties/additional serving areas if needed]
 - o 50 indoor wooden X-back wedding chairs
 - o Bluetooth tv/speaker
 - o Ivory table linens & centerpieces included
- Outdoor space with the following:
 - o Beautiful, hand-crafted wooden arbor
 - o Outdoor sound system available
 - o Beautiful Ozark Mountain scenery and breathtaking sunsets
 - o 50 white wedding chairs (set up and ready for your outdoor wedding)

PRICE:

Individuals to be married:

_ and _

Future mailing address if different from current address:

• SMALL EVENT packages:

Packages include the following:

o 2 wooden banquet tables

o Kitchenette area with sink and full-size refrigerator

o 8 round tables

o 40 indoor chairs

o Bluetooth tv/speaker

o Table linens & centerpieces included

o Small event package includes use of the venue for 6 hours.

\$275 + tax (8.25%)

\$75 deposit to hold your date. Remaining balance, plus tax is due 30 days before your event date.

Small Event Packages: (please select one)

TOTAL RENTAL FEE(S) + TAX (8.25%): <u>\$_____</u>____

Amount due now: \$_____ (Deposit amount)

Remainder due 30 days prior to your event: \$_____

EXHIBIT B:Venue Rules

- 1. Parking shall be in designated gravel parking areas only. No parking or driving on grass unless otherwise posted.
- 2. No animals allowed. Certified service animals permitted.
- 3. No smoking allowed.
- 4. No fireworks allowed. Sparklers are permitted outdoors, but all trash must be properly disposed of.
- 5. An appointment must be made before visiting the Venue outside of the reserved Event date(s) and time(s).
- 6. Lessee shall use the Venue in a manner which shall not cause interference with the use or occupancy of the neighboring property in any way.
- 7. Candles are only permitted in secure containers.
- 8. The furniture inside and around the Venue must not be altered in any way. However, it may be moved temporarily during your event and returned to its original location. Lessee is responsible for any damage done to furniture.
- 9. Lessee is responsible for setting up tables and chairs. When moving tables and chairs do not slide them across the floor causing damage to tables and chairs or floor.
- **10**. Spilled food and dishes used in the Venue must be cleaned and all food and beverages must be removed from the refrigerator and facilities after the Event.
- 11. If alcohol is served, it is the responsibility of the Lessee to provide and serve alcohol for their event and to regulate the consumption of alcohol by their guests during their event. Lessor is not responsible for any injury or damages incurred due to alcohol consumption. Lessee agrees to full financial responsibility for any damages or incidents that may occur.
- 12. It is the responsibility of the Lessee to make sure facilities are left in the exact condition that they were found. Any loose trash and any food left behind is to be disposed of in trash receptacles. All full trash bags are to be taken to the trash dumpsters provided behind the building. Trash cans and trash bags are provided. Please do not leave any food or trash inside the venue after your event.
- 13. Venue linens may be left on tables and chairs set up. Please leave the venue as you found it.
- 14. Use of confetti, glitter, rice, bird seed, or similar items are prohibited. THANK YOU!!