

The Bluffs Venue Rental Agreement

Address; phone; email

This contract defines the terms and conditions under which *The Bluffs Venue LLC* (hereinafter referred to as "The Bluffs"), and _____ (hereinafter referred to as the Customer) agree to the Customer's use of The Bluffs facilities on _____ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by The Bluffs and the Customer.

Customer Information

Customer Name(s): _____

Address: _____

Telephone: _____ Email Address: _____

Contact Person Name: _____ Phone: _____

Proposed Event: _____

Type of Event: _____ Approximate Number of Guests: _____

Date of Event: _____ Time of Event: _____

Rental Deposits and Payment Agreement

The total cost for using The Bluffs and its facilities described in this contract is \$_____. To reserve services on the date(s) requested, The Bluffs requires this contract to be signed by the Customer and a non-refundable deposit of fifty percent (50%) of the balance (\$_____.00) is due. Payment of the remaining balance of the rental fee is due _____ (____) days in advance of the event. Deposit and payments will be made by cash, credit card or personal check (made payable to *The Bluffs Venue LLC*) on the schedule noted below. A receipt from The Bluffs will be provided for each.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Due Date</u>
Initial Rental Deposit	\$ _____	With Signed Contract
Second Rental Payment	\$ _____	_____
Remaining Balance	\$ _____	_____

Date Changes and Cancellation Policy

Changes: In the unlikely event the Customer is required to change the date of the event, every effort will be made by The Bluffs to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Customer. The Customer further understands that last minute changes can impact the quality of the event and that The Bluffs is not responsible for these compromises in quality.

Cancellation: If, for whatever reason, the Customer must cancel the event, the Customer shall notify The Bluffs immediately in writing or by email. The Customer will forfeit the non-refundable 50% deposit (\$_____.00).

Weather Policy

In the event of inclement weather on the date of the Customer's event, The Bluffs will make every effort to continue the event. The Bluffs will provide and set up outdoor tents to cover the outdoor facilities and grounds to cover the Customer, his/her guests, invitees, employees and sub-contractors. In the event of inclement weather, should the Customer choose to continue with the event, The Bluffs does not accept responsibility for damage to or loss of articles or any property due to inclement weather.

Conditions of Use

Renter's activities during the Rental period must be compatible with intended use of the outdoor facilities and grounds. The space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property or placed in a dumpster provided on site.

Event Set-Up Limitations

1. All property belonging to the customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
2. Rental items must be scheduled for pick-up no later than _____.
3. Alcohol service must stop no later than 11:00 p.m. (or maximum of 5 hours if occurring sooner).
4. Music (DJ or live music) must stop no later than 11:00 p.m.
5. All guest must be off The Bluffs premises no later than midnight the day of the event (except clean-up crew, with all clean-up being done by 1:00 a.m.)

Site Vendors

Caterers: The Bluffs has a list of approved caterers to choose from. We require that you select a caterer(s) from this list. No caterer can be used that is not on this list without prior approval of The Bluffs. Each caterer on this list is familiar with The Bluffs venue, rules and regulations. Each caterer provides excellent food and exceptional service. Each one of these approved caterers carries The Bluffs required liability insurance. They offer a variety of menus, various serving accommodations and price ranges.

1. If the Customer requests a different food service company, they must be pre-approved by The Bluffs and meet their rules and regulations.
2. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated areas at the conclusion of the event.
4. ALL vendors must adhere to the terms of our guidelines, and it is the customer's responsibility to share these guidelines with them.

Responsibility and Security

The Bluffs does not accept any responsibility for damage to or loss of any articles or property left at The Bluffs prior to, during or after the event. The Customer agrees to be responsible for any damage done to The Bluffs by the Customer, his/her guests, invitees, employees or other agents under the Customer's control. Further, The Bluffs shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer, or any of his/her guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customers to maintain the premises in a safe condition or arising from any other cause. The Customer, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against The Bluffs for any such loss, damage or injury of claims and demands against The Bluffs for any such loss, damage, or injury of the Customer.

Excuse of Performance – Force Majeure

The performance of this agreement by The Bluffs is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services of facilities, or similar cause beyond the control of The Bluffs. Should the event be cancelled through a Force Majeure event, all fees paid by the Customer to The Bluffs will be returned to the Customer within thirty (30) days or The Bluffs will allow for the event to be rescheduled, ending availability, with no penalty, and there shall be no further liability between the parties.

Indemnity

The customer agrees to indemnify and hold harmless The Bluffs, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligent actions, willful misconduct or omissions of the Customer, and the Customer's guests, invitees, agents and subcontractors.

Severability

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Insurance

The Bluffs shall carry liability and other insurance in such dollar amount as deemed necessary by The Bluffs to protect itself against any claims arising from any officially scheduled activities during the event period. Any third-party suppliers/vendors used or contract by the Customer shall carry liability and other necessary insurance in the amount of no less than one million dollars (\$1,000,000.00) to protect itself against any claims arising from any officially scheduled activities during the event period; and to identify The Bluffs which shall be named as an additional insured for the duration of this contract.

Alcohol Policy

The Bluffs will not pickup or sell any alcoholic beverages – It is understood and agreed that the customer may serve beverages containing alcohol (including but not limited to beer, wine, champagne, mixed-drinks with liquor, etc. by way of example) hereinafter called "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall the customer sell or attempt to sell any Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether the person is accompanied by a parent or guardian.
3. Customer hereby agrees to use their best efforts to ensure that alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Customer hereby expressly grants to The Bluffs, at The Bluffs sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of The Bluffs representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
5. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at the Customer's function or event.

Clean Up

The Customer will provide a cleaning deposit of _____ to be paid with the remaining balance of the deposit which The Bluffs will use to clean and restore the outdoor venue to the condition in which it was provided to the Customer. All property belonging to the Customer, the Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period.

Reservation of Rights

The Bluffs reserves the right to cancel agreements for non-payments or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of The Bluffs as set-forth in this Agreement are in addition to any rights or remedies which may be available to The Bluffs at law or equity.

Jurisdiction

The Parties agree that this agreement will be governed by the laws of the State of Arkansas. The Parties consent to the exclusive jurisdiction and venue of Washington County, Arkansas and the Parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by The Bluffs associated with any breach of this Agreement.

Merger

This agreement and terms online via the reservation portal comprise the total and complete agreement between the parties. No other oral or written agreements are a part of this contract.

Additional Notes

**The Bluffs Venue
Rules and Conditions for Usage**

List of specific rules