**The Lodge Venue Wedding and Reception Event Contract**

This agreement is made effective as of \_\_\_\_\_\_\_\_ (date) by and between Temple Lodge No. 6 Dba The Lodge Event Venue, and the Renter(s):

GENERAL INFORMATION

Bride/Groom:

Groom/Bride:

Bride's Information

Address:

Phone:

Email:

Contact for Event Planning:

Name:

Phone/Email:

Payment Responsibility:

Damage and Security Deposit will be returned by mail to the address you have listed here. Deposit refund will be mailed out within 30 days of the event.

Name

Address

City State Zip

Phone

Email

Event Information:

Event Date \_\_\_\_\_\_\_\_\_ (the “Event Date”) Ceremony or Reception \_\_\_\_\_\_\_

Headcount (approx.) \_\_\_\_\_\_\_ Times of Permitted Use: Noon to Midnight

**EVENT AGREEMENT**

Renter wishes to rent the event venue at The Lodge Event Venue as detailed herein. According to this Agreement, the attached payment terms, and the Final Event Detail Form (incorporated herein by reference), The Lodge Event Venue has agreed to provide such services according to the terms set forth below.

1. PAYMENT AND PRICE TERMS
   1. Venue Rental Fee(s):
      1. The cost of the event and payment schedule is attached in this contract (the “Total Cost”).
   2. Credit Card. A valid credit card must be on file with all signed contracts regardless of intended form of final payment.
   3. Initial Payment. The Renter will pay an initial retainer payment of $    300.00   before the Venue has any obligation to perform the work described herein. The initial retainer payment fee is a non-refundable, non-transferable payment, and reserves the Venue for the Event on the date and time described herein. The initial retainer payment is due and payable when Renter signs this Agreement and shall be applied towards the Total Cost of the rental. By signing this Agreement, the Renter expressly recognizes and agrees that the Venue has agreed to reserve the date listed, and because Venue spends significant time in preparation in the weeks and months prior to an event, and that if the event is canceled, the Venue would suffer damages in an amount that is difficult or impossible to reasonably estimate at the time of entering into this agreement.
   4. Grace Period. There is a fifteen-day grace period in which the Renter may cancel the agreement without penalty however the initial payment retainer will be forfeited as in the preceding paragraph. If the Renter cancels, neither party shall have any further rights or obligations under this agreement. After the Grace Period, all payments are non-refundable.
   5. Payment Schedule: Payments shall be made as follows:
      1. The first payment of $\_\_\_ is due on \_\_\_\_, reflecting 25% of the total amount.
      2. The second payment of $\_\_is due 180 days prior to the Event Date, reflecting 25% of the total amount.
      3. The third payment of $\_\_is due 90 days prior to the Event Date, reflecting 25% of the total amount.
      4. The fourth and final payment of $\_\_is due 60 days prior to the Event Date, reflecting 25% of the total amount.
      5. Renter will be notified of payment one (1) week prior to due date. If payment is not received on due date, the payment will be charged to the credit card provided with the contract. If applicable, payment for add-ons (e.g. additional coordination or rental hours, indoor lighting package) are due number (#) days prior to the Event Date. 100% of the total due on date, in the amount of $\_\_.
   6. Late Payments. If the payments are more than three days late, the Renter agrees to pay a $100.00 late fee. The Lodge Event Venue reserves the right to terminate this Agreement or suspend Services if these payments are not made. If any amount is unpaid within ten (10) business days of any due date, The Lodge Event Venue reserves the right to terminate this Agreement without any further obligation or liability, and Renter further agree that any such amounts previously paid to The Lodge Event Venue shall be deemed earned compensation.
   7. Rental Pricing. Pricing is defined on The Lodge Event Venue’s standard price list in effect at the date of this contract. Any additional services purchased after signing this Agreement are billed at the rates in effect on the most recently published price list.
   8. Payment Fulfillment. If the Renter is unable to provide payment based on the payment schedule and The Lodge Event Venue is unsuccessful in obtaining the funds through the credit card information provided, The Lodge Event Venue reserves the right to cancel the event and all prior deposits and payments will be forfeited.
2. CANCELLATION, TERMINATION, AND RESCHEDULES
   1. Date Changes. In the event the Renter chooses to change the date of the event, every effort will be made by The Lodge Event Venue, to transfer reservations to accommodate the new date. All payments made towards the original reservation will be applied to the new date unless the change request occurs within 180 days of the originally scheduled Event Date (the “Original Event”). In the event a change of date occurs within 180 days of the Original Event, all deposits and payments will be forfeited, and a new 25% deposit will be required to reserve a future date. All venue rental fees for the new date will be based upon The Lodge Event Venue’s listed pricing at the time of the rescheduling. The Renter further understands that last-minute changes can impact the quality of the event and that The Lodge Event Venue is not liable for these compromises in quality. *If there are any specifications on exceptions you’d like to make (i.e., for military members, etc.), say so here.*
   2. Cancellations. In the event of Renter cancellation, all payments made to the date of written cancellation are nonrefundable. To cancel your event, The Lodge Event Venue must have a cancellation request in writing. Cancellations will be effective immediately. However, if Renter decides to proceed with a new date after the initial cancellation, The Lodge Event Venue will only honor a date change within fourteen (14) days of the original notification of cancellation and all rules regarding date changes apply from above.
   3. Termination. Should either Party wish to terminate this Agreement for any reason other than a breach of the terms of this Agreement, or cancellation of the Event, change of heart, or date change/postponement of the Event, The Lodge Event Venue shall not return any unearned fees, if any, paid up to the point of termination, and The Lodge Event Venue will have no further obligation to the Clients. Client must pay any sums due or earned by the Lodge Event Venue within thirty (30) days of termination of this Agreement. Termination of this Agreement will be effective upon receipt of written notice by the receiving Party.
   4. Breach of Agreement. Either Party may terminate the Agreement at any time following the failure of the Party in breach to cure a material breach within ten (10) calendar days of such terminating Party’s having given the breaching Party written notice of such breach, or, if the breach is one that cannot be cured within ten (10) calendar days, at any time following the failure of the other Party to commence and continue reasonable and good faith efforts to cure such breach in such a period of time as is reasonably practicable under the circumstances. If the Agreement is terminated pursuant to this provision, The Lodge Event Venue shall be entitled to compensation for the reservation of Clients’ wedding/Event Date, and for the time spent by The Lodge Event Venue in performance of the Services, calculated based upon the extent of services provided thus far.
3. PRIOR TO EVENT
   1. Meetings: The Renter shall be present for two (2) one-hour meetings. The first meeting will be conducted approximately 90 days prior to the Event Date with the Lodge Event Venue’s Director of Events and your event planner. The final meeting will be scheduled no later than 30 days prior to the Event Date with your event planner in coordination with the Lodge Event Venue’s Director of Events. All vendors must be approved by The Lodge Event Venue at this time. The Lodge Event Venue reserves the right to refuse any vendors for any reason. At this time you must submit final floor plan, headcount, vendor contact information and logistical plans.
   2. Bridal Portraits: The Renter is allotted a one-hour bridal portrait session on the property of The Lodge Event Venue. Sessions are scheduled Tuesday - Thursday, based upon availability. If a session is desired, it must be scheduled at least two (2) weeks prior to the Event Date with a Lodge Event Venue Business representative.
   3. Logistical Plans: The Lodge Event Venue and must review and approve all proposed logistical plans for the use of the premises, a minimum of 21 days prior to the event. There will be no changes made to the floorplan and/or headcount after 72 hours prior to the event except for accommodations due to changes in weather. Set up changes due to weather must be decided on and communicated to The Lodge Event Venue no later than 8:00 AM on the day of the event.
   4. Rehearsal: If scheduling a ceremony on the premises of The Lodge Event Venue, the Renter and all ceremony participants must be present for a rehearsal prior to the event. The rehearsal will be scheduled number (#) days from the Event Date. If no event is scheduled the day before the Event Date, a forty-five (45) minute ceremony rehearsal will be scheduled from 4:30-5:15 pm. If an event is booked the day before the Renter’s Event Date, the booked event will take precedence and rehearsal time will be rescheduled for the morning of the event. If preferred, the Renter has the option of a forty-five (45) minute rehearsal on an alternate day of the week when no event is scheduled. No rehearsals are permitted to take place during another Renter's rental period. If the rehearsal is to take place on the Event Date, it must occur forty-five (45) minutes prior to the rental period start time. No outside food or drink will be permitted during the rehearsal period.
   5. Improvements Prior to Event Day: The Renter(s) acknowledge and understand that The Lodge Event Venue may make improvements to the Venue space prior to the Event Day. The Renter(s) shall hold The Lodge Event Venue harmless and will deem the Lodge Event Venue free of any liability if any improvements are made after the Renter(s) book the Venue space, and the Event Date. If The Lodge Event Venue believes that any improvements will directly affect the Renter(s) on their Event Date the Lodge Event Venue shall notify the Renter(s) no sooner than thirty (30) days prior to the Event Date.
4. EVENT DAY
   1. Rental Period: The time in which you will have access to The Lodge Event Venue is the “Rental Period”. Weekend rentals (Friday through Sunday) are reserved for twelve (12) hours. All other days are reserved for twelve (12)hours. Evening wedding set up begins at NOON the day of the event and ends at MIDNIGHT. The twelve-hour rental period can be shifted up by two hours but must be approved no later than 7 days prior to the event. Extra hours may be purchased at $\_75\_\_\_/hr on the morning of the event but may not start earlier than 8:00 AM.
   2. Bridal Holding Room: The Renter has access to the bridal room located in the venue at the start of the rental period on the day of event. All personal items MUST be removed at the conclusion of the rental period. If excess trash is left and/or damage or loss of property occurs to the bridal room, a damage fee will be collected.
   3. Event Coordination/Styling: An event coordinator is NOT included with the purchase of reception and/or ceremony and reception packages.
   4. Audio Equipment: Lodge Event Venue allows the Renter to use sound equipment and one (1) microphone belonging to The Lodge Event Venue. The Renter must provide personnel to utilize equipment during the rental period. If the Renter chooses to utilize The Lodge Event Venue sound equipment during the rental, designated personnel must first consult with a Lodge Event Venue representative before operating. The Renter may not tie into main electrical panel for band/DJ equipment or any other needs and may NOT utilize the equipment in place of DJ equipment. The Lodge Event Venue does allow music to be played for ceremony purposes and light background music with prior approval. The Renter shall be held responsible for any damage incurred to the piano, sound equipment and/or microphone.
   5. Cleaning: The venue is cleaned courtesy of Lodge Event Venue prior to the Renter’s rental period. Additional cleanup during the twelve (12) hour rental period is the responsibility of the Renter. Cleaning supplies will be accessible to the Renter and are in the utility closet. The Lodge Event Venue provides three (3) trash cans in the main event space and two (2) additional containers located in the Kitchen auxiliary room. Waste removal both during and after the event is not the responsibility of The Lodge Event Venue and should be communicated to any event staff or caterers. Trash is to be placed in the dumpster located in the northwest area of the asphalt parking lot.
   6. Event Breakdown: All items brought in by you, your vendors, or your guests shall be removed by the end of the rental period specified and agreed upon in this contract. If the event breakdown process takes longer than the specified event rental period, a late fee of $500/hr will be enforced for a minimum of a one-hour charge. All tables and chairs, the kitchen and serving bars shall be free of food and beverages and wiped down. All trash is to be removed and placed in the dumpster in the northwest corner of the parking lot. Any areas used by the Renters or their guests must be clean of personal belongings. The Renter is responsible for making sure their vendors have adhered to cleaning requirements. If trash is strewn outside on the grounds by the client, a damage fee will be collected. The Lodge Event Venue is not responsible for loss or damage to client’s property.
   7. Vehicles: All vehicles must be parked in designated parking lots. No driving or parking on the landscaping is permitted. All vehicles must be removed from the property at the conclusion of the rental period.
   8. Children and Guests’ Safety: No unsupervised children are allowed on the premises. Please keep children in view at all times. The Lodge Event Venue contains equipment, structures, other objects that could be damaged or provide a hazard to children if not supervised. Guests may not bring pets onto the property.
   9. The Renter is responsible to see that all caterers, vendors, event planners, wedding coordinators, and their staff are aware of and comply with the policies and regulations of The Lodge Event Venue, LLC which are attached and form a part of this contract. The Renter will be liable for any failure by any of the aforementioned individuals to comply with The Lodge Event Venue’s policies and regulations. The Renter will be wholly responsible for the replacement of any property, inside or outside, damaged or destroyed on The Lodge Event Venue, LLC grounds by any event guest, caterer, vendor, planner, coordinators, or staff, during Event hours. What constitutes damaged property is up to the sole discretion of The Lodge Event Venue staff. Please make sure that all of your vendors read, understand, and sign the agreement that pertains to them.

We (I), the Renter(s), have read and fully understand the Policies and Regulations of The Lodge Event Venue, LLC. We (I) also understand that if a vendor does not comply with these Policies and Regulations, the responsibility reverts back to the Renter. We (I) are also aware of the additional charges we will incur if there is any damage to The Lodge Event Venue, LLC, property or the venue or grounds are not cleaned as stated in the contract of this agreement.

1. POLICIES AND REGULATIONS

General Policies and Information:

* 1. Renter will adhere to and comply with The Lodge Event Venue Policies and Procedures document attached which forms an addendum to this contract.
  2. Capacity: The Lodge Event Venue can accommodate a MAXIMUM of 120 guests. For reception only, up to 120 guests can be accommodated in the indoor space.
  3. Items Included in the Rental: Use of the Lodge Room for the ceremony and Dining Hall for the reception plus unsecured common areas; Parking for XX vehicles; cold food storage for use of by caterers only for the day of the event only; piano for the wedding ceremony; podium, microphone and amplifier; audio/visual equipment in the Lodge Room; restrooms and dressing areas; access to the Kitchen area and the kitchen auxiliary room by caterers for food staging (does not include food preparation unless under separate Lodge Event Venue catering agreement)
  4. Tables and Chairs: The Lodge Event Venue provides *list any tables and chairs you provide. The following language is optional but recommended if applicable to your business:* Chairs designated for indoor use may not be used outdoors. All tables and chairs will be placed by a Lodge Event Venue representative in the Reception Hall prior to the rental period and no changes will be made to the setup by The Lodge Event Venue. Approved caterers and event planners are permitted to move table and chair setups during the rental period.
  5. Smoking: Name of Venue Business is a tobacco-free, e-cigarette-free environment. The Renter will be fined $250 per incident if smoking occurs on or about the venue, including parked cars.
  6. Music: Amplified music is only permitted within the venue building. No amplified music is permitted outdoors or on the building patios. The Renter is responsible for obtaining a temporary permit for amplified music from the City of Albuquerque in accordance with City Ordinance 9-9-5. All music must end by 11:00 PM.
  7. Photo Release: Renters hereby consent and agree that The Lodge Event Venue has the right to take videos, photograph, or digital recordings of the event or those taken by our videographer or photographer and to use these in any or all media, now or hereafter known, and exclusively for the purpose of advertising. Renters further understand and agree that names and identity of the Renters may be revealed therein or by descriptive text or commentary. The Renters do hereby release to The Lodge Event Venue rights to exhibit this work in print and electronic form privately and publicly. The Renters waive any rights, claims, or interest they may have to control the use of our identity or likeness in whatever media used. The Renters understand that there will be no financial or other remuneration for recording or photographing the Renters, either for initial or subsequent transmission or playback.
  8. Privacy Policy: The Lodge Event Venue does not sell, trade, or otherwise transfer personally identified information. This does not include subcontracted vendors who assist Lodge Event Venue in conducting its business, or servicing you, so long as those vendors agree to keep this information confidential. The Lodge Event Venue may release your information only when we believe release is appropriate to comply with the law or protect ours or others’ rights, property, or safety.
  9. Decorations and Fireworks:
     1. General: The Renters will only be permitted to bring in decorations during the Rental Period. Lodge Event Venue does not permit any decorations to be delivered and/or stored prior to the contracted rental period. Decorations may not be hung using tacks, staples, screws, masking, duct, electrical, transparent, double-sided tapes, command hooks or glues. The only adhesive material allowed on the walls, floors, or wood pillars is stage/drafting/painters’ tape or gaffer’s tape. All other decorations must be freestanding. No furniture or items that sit on the floor can be brought into the venue without the prior approval of The Lodge Event Venue. The Lodge Event Venue does not permit storage of containers/additional decor/personal items in the kitchen or utility closet during the Rental Period. All decorations must be removed by the end of the rental period.
     2. Candles: No candles or open flames are allowed. Renter may only use electric candles or lanterns.
     3. Confetti, etc.: No rice, silly string, confetti, wish lanterns, potpourri, or glitter will be allowed. Please check with the management of The Lodge Event Venue for approval on what is to be used outside.
     4. Lighting: The Renter is not permitted to hang additional lighting inside the venue unless provided and installed by a lighting professional. If alternate lighting/lanterns/hanging decorations are desired, the Renter must arrange for an approved vendor to install them. Outdoor bistro lighting is provided in the courtyard area and may not be moved or adjusted by the Renter on the day of the event.
     5. Fireworks: Fireworks are not permitted on Lodge Event Venue premises with the exception of sparklers. Sparklers are permitted outside and must be lit a MINIMUM of ten (10) feet away from the building and may not be lit inside the building under any circumstance. If utilizing sparklers, the Renter is responsible for bringing a non-plastic bucket containing water or sand to place the spent sparklers after use. Sparklers strewn across the grounds and/or any damage incurred from flames will result in a damage fee.
  10. Damage or Property Loss:
      1. Lodge Event Venue Damages and Property Loss Procedures: The Renter shall leave The Lodge Event Venue property in the same condition as when the Renter entered. The Renter shall be responsible for any missing items belonging to The Lodge Event Venue and/or damage caused to the property beyond ordinary wear and tear by Renters or their guests. What constitutes damage is up to the sole and absolute discretion of The Lodge Event Venue Management. The Lodge Event Venue requires that the Renter purchase event day insurance in the amount of $1,000,000.00 per occurrence $3,000,000.00 aggregate. Renter will deliver to The Lodge Event Venue a duly executed certificate of insurance upon request. Event day insurance is available through numerous companies like GatherGuard.com
      2. Damage Deposit: Lodge Event Venue requires a $500.00 damage deposit. If damage or loss of property occurs, the Renter will be notified the week following the event and will be required to pay the balance within fourteen (14) days. If Lodge Event Venue does not receive payment within fourteen (14) days Lodge Event Venue reserves the right to process payment through the credit card information on file.
  11. Catering and Alcohol:
      1. Alcohol Service and Security: Alcohol is not provided or served by The Lodge Event Venue. Alcohol will only be served by New Mexico licensed and trained caterers or a bartending service who will assume liability of alcohol service. The Lodge Event Venue requires a minimum of $1,000,000 insurance liability policy for any bartending service. Alcohol cannot be served to minors. Outside alcohol, personal alcohol, and self-serve alcohol are strictly prohibited. Only wine and beer may be served past 8:00pm. If at any time, the catering staff, bartender, a Lodge Event Venue representative, or security officer deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises. Alcohol service must cease by 10:00PM with no exceptions. A security officer is required at events exceeding 35 people in which alcohol is served. The Lodge Event Venue will make arrangements for security, and the Renter will pay Lodge Event Venue $xx.
      2. Catering: Lodge Event Venue maintains the right to approve or reject the use of an outside caterer. Outside caterers must maintain General Liability Insurance in an amount not less than $1,000,000, combined single limit for bodily injury and property damage. Such insurance shall name The Lodge Event Venue LLC as an additional insured. The certificate of insurance with the endorsement must be provided thirty (30) days prior to the event. If caterer does not adhere to the required insurance, they will not be approved by The Lodge Event Venue.

1. MISCELLANEOUS
   1. Representations and Warranties.
      1. Representations and Warranties of Lodge Event Venue. The Lodge Event Venue represents and warrants to the Renter that (a) it has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all obligations in this Agreement; (b) The Lodge Event Venue’s obligations under this Agreement does and will not conflict with or result in any breach or default under any other agreement; (c) The staff of The Lodge Event Venue has the required skill, experience, and qualifications to perform the Services, and shall perform the Services in a professional and workmanlike manner in accordance with and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; (d) shall perform the Services in compliance with all applicable federal, state, and local laws and regulations; and (e) the signatures at the end of the Agreement are authorized on behalf of The Lodge Event Venue.
      2. Representations and Warranties of the Renter. The Renter represents and warrants to The Lodge Event Venue that (a) it has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all obligations in this Agreement; (b) the Renter’s obligations under this Agreement does and will not conflict with or result in any breach or default under any other agreement (c) the signatures at the end of the Agreement are authorized on behalf of the Renter.
      3. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION OF THIS AGREEMENT.
   2. Limitation of Liability:
      1. No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
      2. Maximum Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT.
   3. Legal Terms. This Agreement shall be binding upon, is for the sole benefit of the Parties hereto, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and permitted assigns of the parties. The Parties have no right to assign this Agreement, by operation of law or otherwise. Requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given if sent to the email or address given in section one of this Agreement. Headings and subheadings herein are for the convenience of the parties only, governed by the laws of the state of New Mexico, without application of its principles regarding conflicts of law. The Lodge Event Venue shall not be responsible for its failure to perform its obligations under this Agreement caused in whole or in part by events beyond its reasonable control. The Limitation of Liability shall survive the expiration or termination of this Agreement.
   4. Entire Agreement: This agreement contains the entire agreement of both The Lodge Event Venue and the Renter, and there are no other binding promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreement between the Lodge Event Venue and the Renter.
   5. Severability: If any provision 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 be valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
   6. Waiver of Contractual Right: The failure of either The Lodge Event Venue or the Renter to enforce any provision of this Agreement shall not be construed as a waiver or limitation of The Lodge Event Venue or the Renter’s right to subsequently enforce and compel strict compliance with every provision of this agreement.
   7. Force Majeure. Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms or infestation), pandemic, epidemic, governmental order, or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism (a “Force Majeure Event”). In the event that either Party believes a Force Majeure Event has occurred, he or she shall promptly notify the other Party. In the event of a Force Majeure Event, the Client expressly agrees and understands that the initial payment shall not be refunded. If the Client wishes to reschedule the Event due to a force majeure occurrence, the Parties shall enter into a Rescheduling Agreement.

***NOTE: EDIT YOUR FORCE MAJEURE PROVISION TO FIT YOUR BUSINESS NEEDS.*** *Every business will naturally have different internal rules regarding force majeure cancellations/reschedules. Reference our blog for more information and tips, but know that 1. You and your client should know exactly how much money will be returned/not returned in such an event, and 2. You should agree, in writing, before such an event occurs, whether or not you will require your client to sign a rescheduling/cancellation agreement. It’s recommended that you do make this a requirement.*

* 1. Compliance With Law. This agreement shall be governed by and construed with the governing laws of The State of New Mexico. The parties shall comply with all applicable laws in performing this agreement. Whenever there is any conflict between any provision of this Agreement and any law, the law shall prevail. Any legal actions, claims or demands will be handled in a court of competent jurisdiction within the State of New Mexico.
  2. Dispute Resolution. If a dispute arises between the parties relating to this agreement, the parties shall submit their dispute to mediation, jointly appoint a mediator and share equally in the costs of mediation. If a mediator cannot be agreed upon or mediation is unsuccessful the parties may enforce their rights under this agreement in any manner provided by law.
  3. Amendments. The parties may amend this Agreement only by the parties’ written agreement with proper Notice.
  4. Release of Liability and Assumption of Risk. Renter and related parties / participants expressly assume any risk of services and related activities as described herein. By signing this Agreement, the Renter indicates that they are aware and acknowledge that any breach of this Agreement may involve the risk of serious injury. The Renter acknowledges that they and invitees of Renter are voluntarily entering the property with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of The Lodge Event Venue or otherwise. The Renter hereby expressly waives and releases any and all claims, now known or hereafter known in any jurisdiction throughout the world, against The Lodge Event Venue, and its officers, directors, employees, agents, affiliates, arising out of or attributable to their participation in Activities on the property, whether arising out of the negligence of the Company or otherwise. The Renter covenants not to make or bring any such claim against The Lodge Event Venue, and forever release and discharge The Lodge Event Venue from liability under such claims.
  5. Indemnification. To the extent permitted by applicable laws, both The Lodge Event Venue and Renter agree to defend, indemnify, and hold harmless the respective party, its owners, officers, directors, employees, affiliates, contractors, licensors, successors, or assigns from and against any and all liabilities and expense whatsoever, including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys’ fees, and disbursements which any of them may incur or become obligated to pay arising out of or resulting from breach of this Agreement.

**Email:**

* + 1. **Venue Email: templelodge6@gmail.com**
    2. **Renter’s Email:**

**Addresses:**

* + 1. **Venue Address:** **3801 Osuna Road NE Albuquerque, New Mexico 87109**
    2. **Renter’s Address:**
  1. Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature.

We agree to the terms and conditions as set out above dated effective as of the last date of signature below.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Venue Manager’s Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Venue Manager’s Title, Venue Business Name] | |
| Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Client’s Name]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Client’s Title, Business Name (if applicable)] | |
| Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |