

VENUE RENTAL AGREEMENT

This Venue Rental Agreement with Addendum A “Terms and Conditions” (hereinafter “Agreement”), executed by the undersigned parties on this day of _____, 20____, constitutes an agreement for the rental and use of property managed by The Mustard Seed Place (hereinafter “Owner”). Regarding the terms and conditions of use, the undersigned parties agree as follows:

1. PARTIES. The parties to this Agreement include the following:

Owner: OMD on High, LLC dba The Mustard Seed Place

Address: 340 High Street, Portsmouth, VA 23704

Phone: 757-969-0961 Email: events@mustardseedplace.com

Renter: _____

Address: _____

City/State/Zip: _____

Phone: _____ Alt Phone: _____ Cell: _____

Email: _____

Other Renter: _____

Address: _____

City/State/Zip: _____

Phone: _____ Alt Phone: _____ Cell: _____

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.

Credit Card Number: _____

(Held on file, only to be charged if items/facility damaged or if balance due not paid in full. Customer will be notified before any charges are made. Information shredded when balance paid in full)

Name on Card: _____ Exp Date: _____ CVV: _____

2. GENERAL RENTAL INFORMATION.

a. Date of Event: _____

b. Type of Event: _____

c. Name of event for signage (full names): _____

d. Venue space reserved: _____

e. Basic Table set up plan:

- Reception, standard;
- Dinner, round tables;
- Dinner, banquet tables;
- Classroom;
- Boardroom
- U-Shape

h. Number of Guests Attending: 100

i. Renter(s) intend to serve alcohol? Yes _____ No _____ (Renter(s) Initials)____
* 1 DAY ABC LICENSE REQUIRED

j. Set-up start time:

- Morning Block (9 a.m.);
- Evening Block (5 p.m.);
- Custom Time (\$125.00 per additional hour) _____

k. Event Start time: _____ Event End time: _____

3. ITEMS INCLUDED IN RENTAL. The following items or services shall be included in the rental rate (excluding hourly rate) (check all that apply):

- 10 Round and/or rectangle tables
- 100 Stackable Chairs
- Table and chair set up and takedown;
- AV with Sound system and Monitors;
- Acrylic Podium
- Linens (Black or White)
- Use of buildings selfie walls/art for photography;
- Other _____

4. ITEMS EXCLUDED FROM RENTAL. Any item or service not identified in Section 3 hereinabove is excluded from rental under this Agreement.

5. RENTAL RATES AND FEES. The Renter(s) agree to pay the following rental rates and fees:

a. Venue Rental Rate. The Renter(s) agree to reserve the Reddix 5 Inspiration Studio at the rate of \$_____ for 4 Hour Block and \$125 for Each Additional Hour \$_____

a. Deposit. A reservation deposit is required in advance to successfully reserve the venue. The reservation deposit is 50% of the rental rate and is non-refundable.

b. Total Amount Due (excluding rental items) \$ _____
c. Reservation Deposit (50% of Rental Rate) \$ _____

d.	Refundable Damage Deposit	\$250.00 _____
e.	Balance Due (not including tax)	\$ _____

Any deposit "Balance Due" hereinabove is due on or before 10 days prior to the event successfully reserve the venue. The Balance Due amount excludes applicable Overage Fees as provided in subsection C. 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 Section 6 hereinbelow without further notice. If the event date is less than 30 days away 100% of the rental rate is due at the time of executing this Agreement. If the event extends beyond scheduled end time more than one (1) hours without prior approval the security deposit will be forfeited.

b. Overage Fees.

- a. A \$40.00 fee will apply for every 15 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. Subject to the express prior approval and at the Owner's sole discretion, use of the venue beyond the event end time in Section 2 hereinabove may be granted at the rate of \$125.00 per hour. Each additional hour is billed as a whole hour regardless of actual minutes used.

e. Storage Fees. Storage for the night prior to the event will be \$50.00.

f. Cleaning & Repair Fees. 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.

g. Other: _____

6. CANCELLATIONS. All cancellations must be made in writing and delivered to Owner at least thirty (30) calendar days prior to the Event Date in Section 2 hereinabove. There are no refunds for any deposit. Renter(s) is responsible for payment in full if event is cancelled within 30 days or less of the event Set-up Date as provided in Section 2 hereinabove. 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 within 30 days or less prior to an event date.

7. **PAYMENTS.** All payments due herein shall be made using cash, personal check or via invoice for credit card payment. Personal checks shall be made payable to “OMD on High St, LLC”. Any personal check for insufficient funds is subject to a \$50.00 returned check fee. Total contract fees must be paid 30 days prior to the Event Date.

8. **TERMS AND CONDITIONS.** The “Terms and Conditions” as attached hereto as Exhibit A are incorporated herein to include additional terms and conditions to this Agreement.

9. **SEVERABILITY.** In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

10. **MODIFICATION.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

11. **OPPORTUNITY TO REVIEW.** By executing this Agreement the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of Exhibit A “Terms and Conditions,” and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.

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

FOR OWNER:

Signature: _____ Date: _____

Print: _____

FOR RENTERS:

Signature: _____ Date: _____

Print: _____

and/or Signature: _____

Date: _____

Print: _____