

PIER 55 EVENTS

Client Name	Client Email	Phone	Est. Guest Count
Onsite Contact	Onsite Phone	Event Date	Rental Fee
Access Time	Event Start Time	End Time	Load Out Time

RENTAL CONTRACT

PAYMENT & TERMS

- The reservation is final upon receipt of this signed contract and a deposit of 25% of the rental fee by credit card. This deposit is non-refundable.
- Deposits will be applied toward your final balance. The remaining balance will be charged 90 days before your event date.
- Cancellation within 90 days will result in forfeiture of the rental fee.
- A \$500 refundable security deposit is required at the time of booking. This deposit will be returnable to the client up to 2 weeks after the event date, once the venue and any rentals have been inspected for loss or potential damage. Reasonable use of the venue not requiring specialty cleaning or replacement/repair of facility/equipment will be grounds for a full refund.
- Cash, ACH, VISA, MasterCard, American Express, and Discover accepted. Returned check fee \$30. Rental fees, damage deposit, event insurance, liquor liability insurance with policy endorsement, and banquet permit are due in full 30 days before rental.
- A room rental fee is stated in this contract. If the event exceeds the contracted time event time, a fee of \$250 per hour will be charged. The extended event time is at the discretion of the venue.

FOOD & BEVERAGE

- Preferred and drop caterers can be used for no additional fee. Outside caterers are welcome for a \$250 fee. You may provide your alcohol. A bartender from a licensed bartending service/catering company is required to serve and be present at the bar for the duration of the alcohol service. A liquor license must be provided.

ALCOHOL POLICY, INSURANCE & REGULATIONS

- A Washington State Banquet Permit must be obtained and displayed. Contact your insurance carrier for Event and Liquor Liability Insurance, naming Pier 55 Events & E3 Co. Restaurant Group, as an additional insured. The amount of this one-time insurance needs \$1,000,000 per person/per incident *AND* \$2,000,000 general aggregate in coverage. Pier 55 Events must receive a copy of the insurance with the E3 Restaurant Group named on the policy endorsement.
- Unattended, open bars are not permitted. No self-service of any type is allowed. Personal use of privately provided alcohol is not allowed, including flasks.
- Consumption of alcohol by minors is prohibited by State Law and will be strictly enforced. The event will be terminated if consumption of alcohol by minors is allowed. Police will be called, and those violating this law will be subject to arrest.
- The individual signing the contract and purchasing the Banquet Permit or Special Occasion License will have legal responsibility for any guest's consumption of alcohol.
- All alcohol must be consumed within the facility.
- Alcohol service must stop one hour before the designated end of your rental time.

ROOM ACCESS & DECOR

- Glitter, confetti, flower petals, rice, and seeds are NOT permitted. Balloons are permitted, guests are responsible for cleanup.
- Battery-operated or oil candles ONLY.
- We do not allow permanent attachments, including nails, tacks, and staples. Zip ties and painter's tape are allowed.

MAXIMUM OCCUPANCY

- The maximum limit of 200 guests permitted in the venue at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter.

CHECK-IN & SETUP

- The rental party must check in with staff at Pier 55 Events.
- Setup and cleanup of room must be done on the rental date.
- No decorations are to be taped, tacked, or applied with adhesive putty on painted or metal surfaces. Tape is not to be used on tables, chairs, or carpets.
- Electrical outlets in the rooms are 110V. There are no outlets in the patio area or outdoor lighting.
- All items used on the patio are to be free-standing. Mobile catering equipment (i.e., latte carts, barbecues, etc.) and their locations need prior approval.
- Music, live or taped, is only allowed inside the space and must end by 10 pm. The volume will be monitored. Renters may be asked to lower the volume.
- Theatrical equipment or conditions that create a hazard, block exits, or false alarm activation are not allowed including smoke machines, pyrotechnics, candles, etc.
- Throwing any materials (including / not limited to rice, seed, confetti, glitter) is not permitted inside the building or on the Piers.

CLEAN UP & CHECKOUT

- The rental party must be checked out with staff at Pier 55 Events.
- The renter must remove all garbage from the Room, Patio, and Kitchen and put in totes in the kitchen area. Pick up litter from the lobby and restrooms.
- **Renters are provided recycling and trash disposal details and are to inform all event vendors including caterers.**
- Wipe down and move tables and chairs to the specified closets.
- Clean kitchen. See Checklist. *Cleaning supplies and garbage bags are provided by the Venue.* Check-out with Staff Monitor.

INSURANCE

- The Renter is required to obtain, at their own expense, a Comprehensive General Liability Insurance Policy (Certificate of Insurance) naming Pier 55 Events & E3 Co. Restaurant Group, as additional insured. The amount of this one-time insurance is \$1,000,000 per person/per incident *AND* \$2,000,000 general aggregate in coverage. Pier 55 Events must receive a copy of the insurance with the E3 Restaurant Group named on the policy endorsement within 10 days of the event. Deposits will be applied toward your final balance. The remaining balance will be charged (30) days before your event date.
- Failure to Obtain Insurance. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Pier 55 Events may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.

DISPUTE RESOLUTION

- Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally the costs of the mediation process. Failure to Obtain Insurance. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Pier 55 Events may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.
- If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its costs and fees associated with the arbitration.

HOLD HARMLESS

- The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Pier 55 Events may incur because of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Pier 55 Events against any legal actions that may arise from the Renter's use of the Venue and the following:
- Right to Cancel. The Pier 55 Events reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days written notice to the Renter. If Pier 55 Events cancels this Agreement for reasons other than a breach of this Agreement by the Renter, Pier 55 Events agrees to refund the Renter any amounts already paid, including the Deposit.
- Failure to Comply. The Pier 55 Events, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Pier 55 Events determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
- Natural Disasters. If the Pier 55 Events is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Pier 55 Events. In such an event, the Renter will be refunded any amounts already paid, including the Deposit.

- If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration.

SEVERABILITY

- This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

FORCE MAJEURE

- If, for any reason beyond Pier 55 Event Space control, but not limited to, government-mandated health and safety closures, any other federal, state, or local mandate. Pier 55 Events will not be responsible for any losses resulting from non-fulfillment of any terms or provisions of this contract (including but not limited to the cancellation of your event) if Pier 55 Events is delayed or prevented from providing in whole or in part because of war, riot, strike, flood, Government Health order, changes to health and safety protocol, or by any other act or any occurrence outside of the control of Pier 55 Events. In addition, you agree to hold Pier 55 and E3 Co harmless for any damages, claims, or liabilities asserted by any third party related to the cancellation of your event.

INITIAL _____

ENTIRE AGREEMENT

- This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Pier 55 Events.
- IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

VENUE SIGNATURE: *Allison Carter*

PRINT NAME: _____

DATE: _____

RENTER SIGNATURE: _____

PRINT NAME: _____

DATE: _____