

## Rocker 7 Farm Patch Event Rental Agreement

This contract for the rental of a venue is made this day, \_\_\_\_\_, by and between *Rocker 7 Farm Patch*, hereafter referred to as the Owner, and \_\_\_\_\_, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 19601 S Broadway Rd, Buckeye, Arizona and known as Rocker 7 Farm Patch, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and obligations, listed below.

The parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$\_\_\_\_\_ no later than \_\_\_\_\_ *(30 days before the commencement of the rental date)*.

Of this amount, \$\_\_\_\_\_ is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. The remainder, \$\_\_\_\_\_, is for damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by Renter or his/her associates. Rental fees may be paid by cash, credit or debit (no personal checks).

2. The full rental fee for the use of the venue described in (2) above shall be \$\_\_\_\_\_. *\$500 Nonrefundable Booking Deposit due with agreement form to reserve date. Cleaning Fee and Damage Deposit (both refundable following event) due no later than 30 days prior to event. 50% rental fee due no later than 90 days prior to event. The balance of the rental fee due, less the non-refundable deposit described in (1) above, shall be payable to the Owner 30 days prior to the rental period.*

3. In the event of cancellation for any reason, all rental fees (with exception of Cleaning Fee and Damage Deposit) paid by Renter prior to cancellation are nonrefundable and nontransferable, and fully forfeited to the Owner.

3. Owner agrees to provide the following for the rental period: Venue rental, On-site facilitator, picnic tables for daytime rentals, round tables and chairs for evening rentals, bartender for evening rentals where alcoholic beverages will be served, standard portable restrooms.

4. For events serving alcohol, a bartender will be provided and self-serving will not be allowed. The Renter may provide beer, wine and champagne; no hard liquor. Kegs are permitted, but must remain at the bar to be served by the bartender. A maximum of five hours of alcohol consumption is allowed on premises; at the end of five hours, the bar will close and alcohol will be removed.

5. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it, or forfeit Cleaning Fee Deposit.

6. Upon Renter's completion of his/her obligations under (4) and (5) above, the Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the

venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

7. In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 1.5% per month until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

8. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

9. Owner is not responsible for any personal, leased or borrowed property or items brought to or left on the premises and is not liable for any lost, stolen or damaged property.

9. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

|                          |                         |
|--------------------------|-------------------------|
| Renter's Signature, date | Owner's Signature, date |
| Printed Name             | Printed Name            |
| Address                  | Address                 |
| City, State, Zip Code    | City, State, Zip Code   |
| Phone                    | Phone                   |