



RENTAL AGREEMENT

TODAY'S DATE: \_\_\_\_\_ EVENT DATE (multiple dates require individual agreements): \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

CONTRACTING PARTY: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ALTERNATE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_ NUMBER OF GUESTS: \_\_\_\_\_

**RENTAL AGREEMENT:** The Opera House Dining Room has been reserved for the date and time stipulated. Please note that the hours assigned to your event include all set-up and clean-up, including the set-up and clean-up of all subcontractors that you may use. It is understood that you, referred to as the Contracting Party, will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of the venue. Sub-contractors include, but are not limited to caterers, valets, performers, photographers, equipment rentals, florists, decorations, sound and lighting, etc.

**RENTAL FEES:** Venue Rental is a 2 hour minimum (This includes setup/cleanup). Hourly rates (circle)

2 hours: \$200    3 hours: \$275    4 hours: \$340    5 hours: \$400    Each additional hour: \$50    Other: \_\_\_\_\_

\*Any event ending after 9:00PM will include an additional \$50.00 fee

Full payment is required upon execution of the Agreement. Cashier's checks, personal checks, and cash are all accepted forms of payment. Checks must be made out to "HRJ ENTERPRISES, LLC." Temporary checks will not be accepted. Personal checks require photo identification and a valid driver's license.

**DAMAGE DEPOSIT:** There is a required \$150.00 damage deposit (separate check) due upon signing of the Agreement prior to the event. The damage deposit will be returned no later than thirty (30) days after the event date provided no material damage occurs and the room is cleaned properly. The Contracting Party is responsible for damages that exceed the amount of the Damage Deposit, which are subject to a 10% charge. Please note that the Contracting Party is liable for negligence of its staff, agents, contractors, exhibitors, invitees and guests, etc.

**RESTRICTIONS:** The venue being rented is the first floor of 202 W. Evergreen St. Any portion of the upstairs is off limits. Any kitchen or refrigeration equipment is not to be used. Access behind the coffee bar is limited to the 3 compartment sink, ice machine, and janitorial supplies.

**CANCELLATIONS:** All cancellations must be made no later than two (2) weeks prior to the date of an event. Failure to do so will result in a charge of 75% of the total amount billed to the Contracting Party.

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**LIABILITY-** The work, services, or activity to be performed in the Opera House Dining Room under this contract will be performed entirely at the risk of the Contracting Party and assumes all responsibility for the condition of facility and all equipment used in conjunction of this contract. Furthermore, Contracting Party shall protect, maintain, save and hold harmless the Opera House Coffee owner and its officers, agents, servants, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Opera House Dining Room.

**CLEANING PROCEDURES:** The Opera House Dining Room will be cleaned prior to being turned over to the Contracting Party. If the venue is not in acceptable condition, the Contracting Party must immediately notify the Event Coordinator. Failure to notify the Event Coordinator of unacceptable room conditions or defects results in the Contracting Party's approval of the venue prior to the event. At the end of the rental, any equipment, supplies, decorations, etc. must be removed from the room. All property remaining on the premises beyond the end of the Rental Agreement will be charged at the prevailing hourly rate. Should the Contracting Party need special consideration of removal of property beyond the rental period, this can be arranged prior to the beginning of the rental for an additional fee. Refuse must be placed in the appropriate receptacles. Failure to follow the Cleaning Procedure guidelines results in forfeit of a portion of the Damage Deposit to be determined by Opera House Management. In the event of damage to the carpeting or furniture upholstery, a minimum charge of \$75.00 will be applied. The Opera House Dining Room is a non-smoking facility. The Contracting Party agrees to pay any and all damage fees assessed by Opera House Management.

**DECORATIONS:** The Contracting Party agrees to abide by The Opera House's decorating guidelines and rules. Under no circumstances is there to be confetti, glitter, rice, birdseed, streamers or open flames in The Opera House. All candles must be contained and the containers must be approved by the Event Coordinator prior to the event. The Opera House Dining Room does not allow anything to be taped, nailed, tacked or otherwise affixed to ceilings, painted surfaces, doors, columns, fire sprinklers or decorative walls. Helium balloons must be properly weighted. All decorations require prior approval by the Opera House Management.

**EVENT SET-UPS:** All couches and upholstered chairs should remain in their original positions. Tables and chairs, however, may be moved to accommodate your event, and replaced to their original positions at cleanup. The room rental time is inclusive of set-up and clean-up time.

**FORCE MAJEURE:** The ability to execute this Agreement by either party is subject to Acts of God, including but not limited to flooding, hurricanes, earthquakes, fires, etc., as well as any government intervention, staff disputes and strikes, civil disorders, terrorism or other emergencies. Should the event be cancelled due to Force Majeure, all fees paid will be returned within thirty (30) days.

**OTHER RULES AND REGULATIONS:** Contracting Party shall not exceed the posted room capacity. Public access areas, corridors, stairs, escalators, elevators, driveways and the loading dock shall not be impeded or obstructed by the Contracting Party, their agents, subcontractors, members, guests or vehicles. The Contracting Party is responsible for communicating all rules and regulations to its guests, members, agents, subcontractors, etc. The Opera House reserves the right to remove any objectionable, disorderly or disruptive person or persons from the facility. The Opera House Dining Room may not be used for profit making endeavors. Paid or prepaid admission is strictly prohibited.

**OPERA HOUSE DINING ROOM ACCESS TIME:** Please allow ample time for setup and clean up in your contracted time frame. Any time used before or after the contracted times will be billed at the hourly rate unless signed written approval is given by Opera House management.

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**AUTHORIZATION:** The person or persons signing this Agreement each warrant that they are authorized to make agreements and to bind their principals to this Agreement. I have read and understand the information in this Rental Agreement and Attachments. By signing, I agree to all the terms and conditions set forth in the Rental Agreement and related Attachments for the Opera House Dining Room.

Please fill in the appropriate amounts

<b>TOTAL RENTAL FEE (Including \$50.00 after 9PM fee, if applicable )</b>	<b>= \$</b>
Security Deposit (Refundable [separate check])	+ \$150.00
<b>TOTAL AMOUNT OWED (including security deposit)</b>	<b>= \$</b>

FORM OF PAYMENT: \_\_\_\_\_ (Rental and Refundable Security Deposit Must Be Made With TWO Checks)

CONTRACTING PARTY SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_