

Revelry & Lark

24792 N Old Highway 95

Athol ID 83801

info@revelryvenue.com

Date: _____

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Event date: _____ Event start time: _____ Event end time: _____

Event name: _____ Number of guests: _____

Renter's name (herein "you" or "your") : _____

Address: _____

City: _____ State: _____ Zip code: _____

Company (if appl): _____

Primary Phone : _____ Secondary phone: _____

Email address: _____

NOTE: Rental time is based on the package selected. This includes time for set-up, load- in/ load-out and clean-up. Additional time, if needed or requested, is subject to additional fees. It is understood that your event may be less than the selected package time. There are no refunds or credits back for unused time.

★ Please initial all of the following items:

- _____ Your date(s) and time(s). The balance of your rental fee is due sixty (60) days prior to your event.
- _____ You provide a copy of your Special Event Liability Insurance. Due no later than thirty (30) days prior to your event). See "Insurance" section below for requirements of Special Event Liability Insurance.
- _____ You execute Hold Harmless Form in favor of Revelry & Lark (See Attachment A)
- _____ Any additional costs that arise will be due within fourteen (14) days of your event.
- _____ A valid credit card issued to the renter must be held on file in the event of excess cleaning fees, or damages made to the space, furnishing, or theft of property.

Payments should be made to Revelry & Lark in the form of cash, money orders, PayPal and/or major credit cards are accepted.

No refunds of the space rental fees will be paid, as your agreement to rent Revelry & Lark's event space on the date / time specified above may cause the loss of additional bookings or business.

CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to ensure that all parties understand the requirements of providing for everyone's safety and keeping Revelry & Lark a well maintained and safe location for future use. By signing, you certify that you are at least eighteen (18) years of age.

DEPOSIT/RENTAL FEES

A signed contract is due within three (3) of booking the venue. A Non-Refundable date-hold deposit in the amount of fifty (50%) percent for each rental period, must be received to reserve your date(s) and time(s). The balance of your rental fee is due sixty (60) days prior to your event. Miscellaneous costs such as, but not limited to, additional time requested, rental of tablecloths, rental of decor, or rental of additional seating is due fourteen (14) days prior to your event. There are no terms which are implied or granted, and no occupancy or admission to the property will be granted or allowed until said payments are received.

CANCELLATION

Date-Hold deposit is non-refundable, unless otherwise stated in writing or via online booking policies.

Renter may change or move the date one time, prior to the fifteenth (15th) day before your balance is due, if other date(s) and time(s) are available.

INSURANCE

Special Event Liability Insurance is required of ALL renters and is due no later than thirty (30) days prior to your event. The insurance must, at the renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Revelry & Lark against all bodily injury, property damage, personal injury, and other loss arising out of the renters use and occupancy of the premises, or any occupant on the premises including appurtenances within the legal property line. The Insurance required hereunder shall have a single limit liability of not less than \$1 million and general aggregate liability of not less than \$2 million. Revelry & Lark shall be named as additional insured of said policy.

If alcohol is to be served please make sure that the insurance policy includes Host Liquor Liability coverage to protect you against alcohol related accidents, as you are ultimately liable for the safety of your guests. NO hard alcohol to be served or provided on site.

Established catering services may use their state issued liquor service license and insurance to cover this if they are providing alcohol service.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their certificate of insurance and catering license to Revelry & Lark. Coverages to be the same \$1 million / \$2 million as described above. Proof of coverage is due thirty (30) days prior to the event.

LIABILITY

Renter agrees to indemnify, defend, and hold Revelry & Lark its owner, building owner, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and/or use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payments by the renter or parties affiliated with said renter.

In the event Revelry & Lark, its owners, building owners, officers, employees, and/or agents are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay Revelry & Lark its owner, building owner, officers, employees, and/or agents, all reasonable attorney fees, court fees, and cost of suit incurred by Revelry & Lark its owner, building owner, officers, employees, and/or agents, including all collection fees and interest costs.

PROPERTY POLICY

An owner, employee or staff member of the venue will be on site during all functions. A final walkthrough with a member of our staff is mandatory at the close of your event. Any reasonably obvious damages may be noted at that time, however if additional unseen damages or thefts are found after the walk through, fees for any damages will be charged to the card on file. Parking is at your own risk in a dirt lot. Not responsible for vehicle damages. No open flames, fire based candles, fireworks, or sparklers are permitted. Smoking within designated areas only. No smoking on turf or within buildings.

CAPACITY

Any and all events or property usage is strictly limited to a total of 80 people (guests). This includes caterers, caterer staff, vendors, DJs, photographers, wedding persons, immediate family, children of any age (babies), and human species regardless of their preferred identification.

Absolutely NO pets or other animals that are not legal service animals are permitted without prior approval. Parties to follow ADA laws, regarding service animals.

All guests are the responsibility of the renter and must stay within the rented space(s). Guests found outside of the rented area(s) will either be asked to return to the rented area(s) or can be removed from the property at Revelry & Larks sole discretion. All persons are required to leave the property at the end of the designated rental time, or by 10 PM, whichever is sooner..

CONDUCT

There is absolutely NO illegal drug use of any kind tolerated on the premises or within the legal boundary of land owned Revelry & Lark, its owner or agents.

Any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as game nights, underage guests must be supervised by the renter at all times.

The legal land area of the property, buildings and/or other areas wherein owned by Revelry & Lark, its owner and/or agents is subject to Idaho's firearm laws, including Conceal Carry Laws. No guest shall brandish, threaten, or fire any weapon, harm or damage any person, place or thing. It is at Revelry & Larks, its owners, and/or agents sole discretion to expel any guest or renter. No refunds will be issued if Renter is expelled.

ENTRY AND EXIT

Renter agrees that Revelry & Larks staff, owner, and/or its agents may enter or exit the premises at any time during the rental period. Any attempt to ban or lock out Revelry & Larks owner, staff or agents will result in immediate expulsion. No refunds will be given if expelled. A representative of Revelry & Lark will be on site during the rental period and will be checking periodically with the renter to respond to needs or issues that may arise during the rental time. We will also be checking bathroom areas, turf areas, parking areas, and any other area on the overall premises.

LOAD-IN/LOAD-OUT

All load-ins and load-outs must take place within the designated rental timeframe. If there is an event prior to yours, early arrival is not permitted and will be reason for expulsion with no refund. This includes but is not limited to early arrival of caterers, DJs, guests, and/or other parties not affiliated with the prior events renters'. Revelry & Lark is not responsible for checking-in or handling any items brought in by rental or vendor companies. All excess materials

(bubble wrap, boxes, etc) created by deliveries must be removed by the rental service or vendor company. Renter is responsible for the coordination of the rental service or vendor company and for any items provided by the rental service or vendor company.

STORAGE

There will be no storage of anything outside of the rental date(s) or time(s). This includes but is not limited to decor, decorations, food serving items, table linen, personal items, clothing, or items provided by rental companies, vendors, or caterers. This includes items or rental equipment left post event for pick up by outside rental or vendor companies and/or shipment out via courier. NO overnight parking permitted. Vehicles left on the premises more than twenty four (24) hours will be towed at the vehicle owner's expense.

CATERING STANDARDS

We highly recommend that only experienced, qualified, and licensed caterers be used for your event. Caterers must be self contained. Limited electrical hook-up available. No water hook-up. No- sewage or gray liquid dumping. We have a "pack it in - pack it out" policy. Excessive garbage, waste, leftover service items, leftover beverages and/or food must be removed by either the caterer or the renter. Failure to clean up upon the conclusion for your event will result in additional excessive cleaning fees being charged to your credit card on file.

KITCHEN POLICY

The kitchen area is to be used for final food presentation, plating, and bussing only.

No open fire/flare permitted. No grills or BBQ's are allowed within the building. We do not provide dishes, glassware, utensils, pots, pans, knives, or other food serving items. Warming plates, crock-pots or other small appliances used to maintain safe food temperature may be permitted on a case by case basis. Coffee, tea, or other small appliances will be permitted on a case by case basis. Said small appliances are permitted within the kitchen area only. This is a "dry" kitchen; no running water or liquid waste plumbing provided. All liquid waste must be disposed of properly. No dumping of food waste, beverages or other refuse allowed on premises. A designated liquid waste container will be provided. The kitchen area will be provided in a clean condition and the space should be returned to a clean condition.

CLEANING, TRASH, LIQUID WASTE AND EQUIPMENT REMOVAL

The rented area(s) will be in a clean condition prior to your event. We ask that tables be cleared before you depart the space. Do not move chairs or tables. All trash must be placed in trash receptacles. Liquid waste must be placed in designated containers.

All decor, decorations, personal items, and/or belongings must be removed.

LOST AND FOUND

Revelry & Lark takes no responsibility for personal effects or possessions left on premises during or after the rental period. We will however, hold recovered items up to 10 days, and will make reasonable attempts to return the items back to its rightful owner.

SITE DECORATION

Revelry & Lark would like to make every event here a special and enjoyable experience. Reasonable effort will be made to allow renters to prepare decorations reflecting their events requirements. Only staff of Revelry & Lark will be allowed to rearrange and/or move any furnishings, including but not limited to seating, table placement, aisle chairs, or artwork. No nails, screws, staples, or penetrating items are to be used on our walls, floors, turf, posts, or ceilings.

Only low tack tape is allowed. Due to the clean-up process to remove glitter, colored powders, or confetti, prior these types of items are not permitted. "Washable" chalks, paints, or other items typically used for gender reveals, must be pre approved and used in designated areas only. Violation of this policy will result in additional charges for excessive cleanup.

EXTERIOR/INTERIOR CONSIDERATIONS

Revelry & Lark is located between two major highways, within walking distance of a major railway, as well as in a windy area. Please be advised the inclement weather, especially high winds are frequent at the location. Revelry & Lark is not responsible for damages, cancellations, or interruptions due to weather related events. Revelry & Lark is not responsible for interruptions or delays caused by train noise, train traffic, highway noise, or roadway traffic. It is the owners right to modify the physical or visual appearance of the property at any time. This may include but is not limited to; landscaping, grounds/hard surfaces, interior or exterior paint color, fixtures, furnishings, or other items associated with the property, buildings or landscape.

FURNISHINGS

The list below is intended as a brief description of what is typically used as furnishings within the interior and exterior of the rental space. These items are not guaranteed, due to the necessity to update or replace items during the course of business, this list may vary. It is the renter's responsibility to ensure that the space and any furnishings will be what is needed for your event prior to reserving the space.

- 8 Round tables (72") white
- 4 Rectangle tables (30" x 72")
- 80 interior folding chairs
- 60 exterior folding chairs, turf isle
- 4 (60") exterior/interior backless benches
- 4 (48") bar tables for serving
- 3 (48") kitchen serving tables
- Standard 2-door small refrigerator (No ice maker)

LIVE MUSIC/DJs/NOISE

Revelry & Lark encourages music and dancing, however, please be aware that the premises is located on and near a private residential neighborhood. Therefore noise regulations do apply. In the event that the renters' event creates a disturbance above 85 decibels and/or is of a high noise volume, the onsite representative of Revelry & Lark will ask the renter to turn down the volume or reduce the noise level. If repeated disturbances are created, renter may be expelled or the offending noise will be removed.

All loud noise and music must be ended by 7 PM during weeknights (Tuesday-Thursday, closed Mondays) and by 9 PM on weekends (Friday-Sunday). No loud noise or music is to occur prior to 9 AM regardless of the day of the week.

CITY/STATE/AND FEDERAL LAWS

Renter agrees to comply with all applicable City, County, State, or Federal laws and shall conduct no illegal act on the premises and/or property. Revelry & Lark, its owners, employees and/or agents have the right to expel or have any person who behaves in a manner or participates in any act that jeopardizes the rights, use permit, or insurability of Revelry & Lark or the safety of its staff, guests, building, or building contents. This includes the renter themselves. No refunds. No exceptions.

DISPUTES

If a dispute arises under this agreement, the parties agree to submit the dispute or claim arising out of or relating to the Agreement, or breach thereof, shall be settled by an accredited arbitration or mediator bound by the Laws of the State of Idaho. The place of arbitration shall be the Kootenai County seat of Coeur d'Alene Idaho.

A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement. To the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed or electronic form.

NOTICES

Any notice, request, or demand with respect to this Agreement shall be in writing. Any party may change its address for such communication by giving notice to the other party in conformity with this section.

BINDING EFFECT

This Agreement shall be binding upon, and insure the benefit of, the successors, executors, heirs, trust holders, representatives, administrators, and permitted assigns of the parties hereto. Renter shall have no right to (a) assign this agreement, by operation of law or otherwise, without Revelry & Larks prior written consent which may be withheld as Revelry & Lark determines at its sole discretion. Any such purported assignment shall be void.

SEVERABILITY

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best reasonably effect the intent of the parties.

ENTIRE AGREEMENT

This Agreement, including any attachments or articles, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

FORCE MAJEURE;LEGAL RESTRAINT

If either Revelry & Lark or the Renter is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations, or orders of a governmental entity (including actions taken by a court of law or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party; that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with Subsequent Notice of the same no more than two (2) Business Days after the onset of the conditions delaying or preventing performance.

ACKNOWLEDGEMENT RENTER

_____ **Date**_____

ACKNOWLEDGEMENT REVELRY & LARK

_____ **Date**_____

(ATTACHMENT A)
WAIVER OF LIABILITY AND HOLD HARMLESS

In consideration for being allowed to use the Facility, the undersigned:

Assumes all risks whether or not known or reasonably foreseeable, which may be associated with the permitted use.

Shall hold harmless forever, indemnify and defend Revelry & Lark, its owners, agents, employees, or representatives against any claim, action, loss, damage, injury liability, cost, and expense of whatsoever kind or nature (including but limited to attorneys fees, court costs, or litigation expenses) arising out of injury (whether material or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of Revelry & Lark facilities or property.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, spouse, and guests, if Revelry & Lark's alive, and my heirs, assigns, and personal representative, if Revelry & Lark's deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named releasees. I hereby further agree that this waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Idaho.

Revelry & Lark reserves the right to cancel the facility rental without notice due to unplanned emergencies or unforeseen events outside of the venue's control.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; signee is at least eighteen (18) years of age and fully competent. I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

Renters's Print_____ **Date**_____

Renter's Sign_____

Revelry & Lark Representative Print_____ **Date**_____

Revelry & Lark Representative Sign_____

Event Space Set up

****a walk through for venue set up required thirty (30) days prior to event, all parties involved in authorizing set up must attend**

Round tables _#_____

Sound system Y / N

Rectangle tables _#_____

ADA Toilet Y / N

Inside seats _#_____

Additional time Y / N

Outside seats _#_____

The above listed quantity of facility furnishings meet my requirements for adequate seating for my event. Quantity of items not to exceed maximum occupancy or maximum amount available. Any additional items for rent will be in writing within fifteen(15) days of the event date/time.

Additional notes:

No alcohol will be served at my event _____

Yes, I will be serving alcohol at my event and I understand that I must meet Idaho State regulations relating to such. _____

Renters's Print _____ **Date** _____

Renter's Sign _____

Revelry & Lark Representative Print _____ **Date** _____

Revelry & Lark Representative Sign _____