

## *The Spot Event Venue – Rental Agreement*

THIS AGREEMENT (“the Agreement”), made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, Patrick and Mary Olsen Owners of “The Spot Event Venue LLC, (the “Owner”), whose business address is 535 Main St. Springfield and \_\_\_\_\_ (the “Renter”) are collectively, the “Parties”.

### *The Parties agree as follows:*

Owner hereby grants a limited and revocable license (the “License”) to the Renter to use the following Space:

The Spot Event Venue LLC, (the “Space”) on the Event Date & during the hours specified under this Agreement. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

### *Event*

The Renter shall hold the following Event: \_\_\_\_\_ (the “Event”) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ a.m. and \_\_\_\_\_ a.m. the following morning (the “Event Date”). Renter is authorized to use the Space (and any amenities in the space) to hold the Event, and for no other purpose.

### *Rental and Fee*

Renter shall pay to Owner a total Fee of \$ \_\_\_\_\_ (the “Fee”), for the use of the Space. \_\_\_\_\_ of this Fee is due, along with the date holding form, and this executed Agreement to hold the requested Event Date. The foregoing may be delivered to the Owner; in person or sent to the Owner via U.S. mail or fax. The Event Date is secured upon confirmation of receipt and availability from Owner. Once date is secured, initial \_\_\_\_\_ payment is non-refundable. The total rental Fee is subject to change if the Renter’s guest count changes. The rental Fee does not include the Deposit or liability insurance for the Event. Renter agrees to report any updated guest count to Owner prior to thirty (30) days before the Event and pay any changes in Fee on or before the thirty (30) day mark. The Event may be cancelled by the Owner if the Deposit, a copy of legitimate liability insurance, and any remaining Fee/payment have not been received thirty (30) days prior to the Event.

### *Deposit*

Renter shall pay to Owner a Deposit of \$ \_\_\_\_\_ (the “Deposit”), thirty (30) days or more prior to the Event. After the completion of the Event, the Renter shall leave the Space in the same or similar condition as received from the Owner; or agrees to forfeit their Deposit and be liable for any cleaning, damage repairs, or replacements costing more than the Deposit amount. Deposit is dependent on the amount of Occupancy and the event that will be taking place.

Cleaning, damage, and replacement charges are as follows:

A cleaning check list is provided with this Agreement and also on the wall of the kitchen. Any remaining aspects of the cleaning check list not completed by the \_\_\_\_\_ a.m. ending time will be charged from the Renter’s Deposit at \$35.00 an hour, per person needed to clean the Space before the next Renter’s designated entry time. If Owner, in Owner’s sole discretion, determines that a full basic cleaning is required, \$400 of the Deposit will be forfeited. By way of example, a “full basic cleaning” would include a reasonable amount of trash pickup and dirty dishes, wipe-downs of counters and bathrooms, vacuuming, lightly mopping hard surfaces, and moving a reasonable amount of furniture and décor back to their original places. If, in the Owner’s sole discretion, the amount of cleaning required is in excess of a “full basic cleaning,” \$500 of the Deposit will be forfeited. Aspects of cleaning that require professional services will be additionally charged. Damage costs would include but are not limited to repairing or replacing any damage done to the Space during the Event Date including its walls, floors, ceiling, fixtures, furniture, décor, T.V’s, and appliances. A list of the cost to replace the most valuable items in the Space is available upon request so that no discrepancies arise should anything go missing or be damaged beyond repair during the Event Date. Renter agrees to immediately tender to Owner all sums due arising from any cleaning, damage, or replacement costs which exceed the Deposit amount, including any reasonable attorney fees needed to pursue litigation to be reimbursed for these costs.

### *Liability*

Renter hereby agrees to indemnify, defend, and hold The Spot Event Venue LLC, its Owners, landlords, employees, and agents harmless from any liabilities, actions, damages, suits, claims, or other costs (including reasonable attorneys' Fees), including but not limited to damage to any property or any injury caused to any person (including death) suffered directly or from a third party claim, arising out of or in connection with the Renter's use of the Space. The Space is provided by Owner as-is and Owner makes no warranty regarding the suitability of the Space for Renter's intended use. Renter shall notify Owner of any damage or injury in connection with or attributable to the use of Space, regardless of the cause of such damage or injury.

### *Payment*

Payment amount (Fee) is based on the day of the week the event is occurring and the number of guests attending the event. Cash, check, cashier's checks, debit cards, and major credit cards are all acceptable methods of payment. However, there is a 4% additional Fee charged on debit and credit card transactions.

### *Capacity*

The overall capacity of the Space as a whole is approximately 300 people at a time. This is the standing occupancy for fire safety. Dining room seating is 56 with the basic table and chair configuration provided. Renter is welcome to add tables and chairs in any area of the Space or rearrange furniture as needed. Additional chairs are available in the storage rooms and Renter is also welcome to bring their own.

### *Entry*

Upon receipt and processing of all payments (full Fee amount), Deposits, and proof of insurance, Renter will be given an entry code for the main front door of the Space. Entry codes are changed daily and this code will not work until the Renter's Event Date. Through entry of the front door, Renter will be able to lock and unlock dining room entry door, storage rooms, the sound equipment room, and the upstairs area with the key provided on the hook in the entrance way. This key must be kept with the Renter during the Event Date and Renter is responsible during the Event Date for keeping the Space secure from thieves and vandals. The back door to the alley can be locked and unlocked from inside the Space without a key. All entry/exit doors must be kept locked when Renter is not present in the Space. Keeping the additional rooms (sound equipment room, storage rooms, and upstairs area) locked during the Event is recommended; however, as Renter knows the type of guests attending the Event and is ultimately responsible for all items in the Space during the Event Date, this is the Renter's decision. Upon request, Renter may be provided with an additional key to lock each of the four doors to the dining room to keep their guests out of this half of the Space (recommended for events not using the dining room or kitchen). There are still curtained windows between the two areas of the Space but all are in plain sight of the bar, stage, and dance floor. Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

### *Insurance*

Renter must purchase and provide proof of special event insurance coverage for their event. A "Certificate of Liability Insurance" naming "The Spot Event Venue LLC, 535 Main Street, Springfield, Oregon 97477, including all officers, employees, and staff of the entity, as additionally insured is required. The combined limits of said policy shall be not less than \$2,000,000.00 for injury to persons and/or damage to property. Owner reserves the right to cancel the event and retain the full amount of booking payment/Fee if the certificate of liability insurance is not provided required herein. Such policy of insurance shall cover all risks arising directly or indirectly out of Renting Party's use or occupation of the property. As to the insurance required to be obtained by Renter hereunder, Renter agrees that such insurance shall maintained during the entire term of the Event Date. Owner shall be given a certificate of insurance and proof as required by Owner from Renter at least thirty (30) days prior to the Event Date. Liquor liability insurance is required if alcohol is to be served at the Event. This shall be obtained by either the Renter or a hired caterer, and Renter shall provide written confirmation of such insurance to Owner at least thirty (30) days prior to the Event. Insurance may be set up through our contact (available for request on the Date Holding Form), or may be set up through the Renter's own insurance contact.

### *Emergency Contact*

In renting The Spot Event Venue, you must provide an emergency contact on the Date Holding form who will be present at the event and available by phone during the entire Event Date. If contact is needed, we will first attempt to contact the primary and secondary contacts, resorting to the emergency contact if unsuccessful. Management's contact number is 541-844-6112 or 541-520-6899. Please make sure all questions are answered ahead of time so that any contact during the Event Date, especially in the later hours, would be for emergencies only.

### *Cancellation*

With sixty (60) days or more notice, the Event may be rescheduled and initial date holding payment/Fee transferred to a new Event Date. Between thirty (30) and sixty (60) days notice, the Event may be cancelled, initial date holding payment/Fee will not be returned or transferred, but any other payments and the Deposit will be fully refunded. With thirty (30) days notice or less, the Event may be cancelled with a return of the Deposit only (Not the \$500.00 nonrefundable payment towards the date of the event). All other payments will not be refunded as Renter understands that without their reservation, another Renter could have used the Space.

### *Alcohol*

Renter may not sell alcohol to event guests without an OLCC licensed server. Renter is free to hire a bartender of their choice or drink their own alcohol on the premises in accordance with Oregon Law. This is with the understanding that Owner, and its employees, agents, and landlords are uninvolved in this aspect of the event and any laws or regulations on serving and consuming alcohol are the Renter's responsibility and own liability. If alcohol is to be served, event insurance policy must include Host liquor liability coverage.

### *Caterers*

Renter is free to hire a caterer of their choice or serve their own food at no extra Fee owed. This is with the understanding that Owner, and its employees, agents, and landlords are uninvolved in this aspect of the event and any laws or regulations on food preparation and serving are the Renter's responsibility and own liability. Renter and caterers are free to use the provided kitchen equipment and dining furniture or may bring their own.

### *Kitchen and Refrigerator/Freezer Space*

The kitchen and bar are fully available for use by the Renter and/or the hired caterer, bartender, or server. Kitchen equipment is commercial-grade and includes a grill, stove, oven, sinks, refrigerators, and two freezer. All will be plugged in and in operative condition when the Space is made available to the Renter. There are labels and instructions on the kitchen equipment to facilitate use. The coolers behind the bar will also be on and ready for use. There are fire extinguishers located in the kitchen and in the bar, in plain sight.

### *Parking*

Owner does not provide parking on-site, however, nearby parking is free and nearly unlimited. Guests may park on the street or in the parking lot across the street which is generally empty after normal business hours and on weekends. Owner is not liable for any damage, theft, or other incidents related to parking. Parking in the alley behind the Space is for loading and unloading only and the alley may not be blocked for long periods of time.

### *Smoking and Drug Use*

NO SMOKING in the Space or outside near an open door. Renter and their guests may smoke outside (front or back) with the doors CLOSED. Cigarette butts may not be put out on the building and must be properly disposed of. We have a ZERO TOLERANCE drug policy. Any smell of tobacco or illegal smoke residing in the building after the Renter's use will be dealt with like any other damage or cleaning left after the event, using the Renter's Deposit and any additional funds necessary, billed to the Renter, to get rid of the smell.

### *Handicapped Accommodations*

Though the entry, dining, and party areas are handicapped accessible, we do not yet have a handicapped accessible bathroom. This change will be part of the full bar and bathroom remodel in our plans for the near future.

*Noise Level*

Renter needs to keep event at a reasonable noise level during the hours of neighboring businesses. After 7 p.m. there are no noise restrictions within the Space, as the Space is commercially zoned and has been grandfathered as a bar and lounge. For extremely loud or disturbing noise levels, and particularly if the noise is to be brought outside, Renter is advised to obtain an event permit from the Springfield police at least two (2) weeks in advance of the Event Date to avoid any complications.

*Decorations and Furniture*

There is absolutely no use of staples, tacks, nails, screws, tape, or any other damaging means of decorating allowed on any surface of the Space. Decorating methods must be specifically approved by Owner before use. Furniture and provided decorations (excluding the fountain and the curtains) may be moved and rearranged for the event as long as all are put back in their original locations with no damage to the walls, floor, furniture, or provided decorations. Extra tables and chairs are available in the back storage room and Renter is free to bring their own as well. Renter may provide their own linens, rent them from the supplier of their choice.

*Candles*

Sorry, there are no candles allowed in the Space. The fire risk and possibility of wax mess are just not worth it. We recommend flameless, electric/battery operated candles if candles are part of the decorative image for the event. Candles from [candleimpressions.net](http://candleimpressions.net) can be set to come on at a certain time, flicker like real candles, and are made of real wax. Candles like these can also be bought in local stores like Pier 1 Imports.

*Pets*

Sorry, there are absolutely no pets allowed in the Space, excluding service dogs. Automatic \$300.00 fine if this rule is broken.

*Time restrictions*

At the starting time of the Event Date, the keypad will be set to the code provided for entry. With this License, the Renter is granted full use of the premises beginning at that time and terminating at the ending time of the Event Date. This is with the understanding that the Renter may or may not use the Space for the whole time period, but full cleaning must be completed, and all persons exited by the Event Date ending time. Any person remaining after the ending time of the Event Date will be considered trespassing.

Should any of these rules be broken by anyone, Owner reserves the right to terminate the event.

The undersigned are jointly and severally liable for the payment of fees and performance of all other terms under this agreement:

X \_\_\_\_\_

Date: \_\_\_\_\_

X \_\_\_\_\_

Date: \_\_\_\_\_