

# TWIN GROVES EVENTS, LLC

## EVENT VENUE RENTAL AGREEMENT

This is a rental agreement between \_\_\_\_\_ (“Renter”) and Twin Groves Events, LLC (hereinafter “Twin Groves”) for use of its facilities located at 12167 Hwy 43, Webb City, Missouri (hereinafter “Property”).

Twin Groves property is available for a wide variety of social or business functions. We require strict adherence to these terms and conditions:

- **DATES/TIMES OF PERMITTED USE**

Twin Groves hereby grants Renter a license (“License”) to use the property for the following purpose: \_\_\_\_\_ (“Event”) to be held on \_\_\_\_\_. Access to the property will commence at \_\_\_\_\_ on the date of the event and will end at \_\_\_\_\_ (“Access Period”). Set-up and tear down must occur during the Access Period. If tear-down and removal are not completed by the end of the Access Period, the Renter will be responsible for additional rental time and fees.

**Access for Renter, Renter’s vendors, and Renter’s guests are only allowed during the Access Period. Any other gatherings on the property are not allowed without the express permission of Twin Groves.**

- **FEES.**

Renter shall pay to Twin Groves’s total fees (Rental Fee, Heat and Air Deposit and Security Deposit Fee) for the use of the property as listed below. The Deposit Fee must be paid to Twin Groves upon the execution of this Agreement. Twin Groves shall have no obligations under this Agreement until the Rental Fee is paid in full. The Security Deposit is to hold the date and cover small damages or penalties.

The Final Rental Payment shall be due in full 30 days prior to the event on the date listed above (“Access Period”). If Renter fails to pay the Final Rental Payment by the Actual Due Date, Twin Groves shall have the right to revoke the License and to keep the full amount of the Rental fee and Security Deposit as a non-refundable deposit. The amount of the Security Deposit to be refunded will also be based on the Condition of the Premises (see paragraph 9) after the clean-up is completed. The refund will be submitted to the Renter within 30 days after the event.

The Total Rental Fee for use of the property is \_\_\_\_\_ plus the Security Deposit of \_\_\_\_\_ and the Heat and Air Deposit of \_\_\_\_\_.

**As stated above, the Security and Heat and Air Deposit is due at the time of signing this agreement.**

Air conditioning and heat policy for arena:

The meter is read prior to your event and will be read after. That number is entered into a formula given by Liberty Utility. ( \_\_\_ x 80 x. 12712 )

The final payment (due 30 days prior to the event) is due \_\_\_\_\_.

If any check is returned by a financial institution, the Renter must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for the rejected payment fee from Twin Groves' financial institution.

- **FURNISHINGS.**

The rental includes tables, round 60" (seats 8–10 people), 6ft and 8ft. folding tables, chairs (inside/outside), and reception space. See also the "Checklist" attached to this agreement.

- **ADDITIONAL DÉCOR.**

Other items are available for an extra charge above and beyond the initial quote. Items include a dance floor, kitchen and dining area, plates, dinnerware, chafing dishes, speakers, BBQ Grill, Tap Rental, AC/Heater, table linens, and napkins. Table linens and napkins will need advance notice to reserve. See the "Checklist" attached to this agreement. Any décor, props, and equipment furnished through the venue are complementary and will need to be returned to their appropriate storage area. All furnishings must remain indoors.

- **LIABILITY INSURANCE.**

The Renter must provide a Certificate of Insurance to Twin Groves for the event liability coverage. A minimum of \$1,000,000.00 General Liability coverage is required for the event. This Certificate should include liability for all activities and services on the property related to the event such as liquor, food, music, and equipment provided for the dates of the event. Twin Groves Events, LLC is to be listed as an additional insured. The Certificate of Insurance with coverage as defined herein must be provided to Twin Groves, no later than 30 days prior to the Event.

Each Occurrence Limit \$1,000,000.00

Personal & Advertising Injury Limit (Any one person/Organization \$1,000,000.00

Medical Expense Limit ( Any one person) \$1,000.00

Damages to premises rented to you (Any one Premises) \$100,000.00

General Aggregate Limit \$2,000,000.00

Are you having alcohol at your event? \_\_\_\_\_  
YES NO

Your insurance company may require a licensed bartender. If you serve alcohol and do not get proper insurance coverage or a licensed bartender, Twin Groves Events will not be held responsible for any alcohol related incidents.

I have read the above information about the alcohol policy and I agree to follow all insurance provider requirements. \_\_\_\_\_

NAME

DATE

Insurance coverage should be listed by the provider under "Certificate Holder" as follows: ***Twin Groves Events, LLC***. 12167 State Hwy 43 Webb City, MO 64870

Insurance policy ( 30 days prior to event.) is due \_\_\_\_\_

Mailing address is 1402 S Jefferson Webb City, MO 64870

**EMAIL:** [anissaparrish506@gmail.com](mailto:anissaparrish506@gmail.com)

- **VENDOR INSURANCE.**

All vendors must provide evidence of liability insurance to the Twin Groves showing the amount of general liability, dates of coverage, agent contact name/telephone/email, and company name and web site at least 30 days prior to the event. Any vendor without adequate liability coverage approved by Twin Groves will not be allowed on the property without the approval of Twin Groves.

- **SET-UP/TEAR-DOWN OF EVENT CENTER.**

Setup, décor, supplies, etc. will need to be taken down and removed before leaving. Signs, banners, or additional decorations may be nailed, stapled, and must be removed at the conclusion of the event. (***including nails and/or staples***)

All cleanup and spills are to be cleaned up before leaving. The kitchen and dining area will be cleaned with all food items removed from the cooler. BBQ grill, chafing dishes, plates, and dinnerware will need to be cleaned and put away after use. There is not a garbage disposer, so food scraps will need to be placed in the trash can and removed. Make sure the oven is off and all used utensils are put away.

## **LOSS OF SECURITY DEPOSIT**

GUM ON THE FLOOR  
CANDY ON THE FLOOR  
CIGARETTE BUTTS IN THE ROCKS  
CONFETTI  
FLOOR NOT CLEANED  
TRASH OR FOOD ON THE FLOOR  
GOING PAST YOUR TIME LIMIT AS PER CONTRACT

**CLEAN UP:** ALL TRASH TAKEN OUT, ITEMS PUT BACK, RENTAL ITEMS PUT IN AREA DESIGNATED, KITCHEN FLOOR MOPPED, BATHROOMS MOPPED AND TRASH TAKEN OUT.

Our agreement is that when you conclude your time at the barn, it is to be restored to the way you received it. This includes the indoor and outdoor areas. All penalties will be determined by discretion of the owner and/or property manager and will be deducted from your security deposit.

- **USE RESTRICTIONS.**

Smoking is not allowed inside the building. Smoking is permitted ONLY in the designated area outside of the building. Guests must use the provided ashtrays. Guests smoking outside of the designated area will be asked to go to the designated area. Any cigarette/cigar butts found outside of the designated area will be classified as damage to the property and a fee will be assessed.

No ladder taller than a step ladder is to be used by the renter. Anything that needs to be hung up higher than a step ladder, must be hung by the property owner or manager. ( The fee for this is per hour ).

Heaters are not allowed in the barn or kitchen/dining area.

No one is permitted inside the storage area located on the north side of the barn. It is clearly marked "Do Not Enter."

No open flames or fireworks (including sparklers) are allowed. Additionally, confetti, sequins, and glitter are not allowed.

*Candles for guest tables need approval.*

BBQ Grills and smokers are only allowed within designated areas approved by Twin Groves.

- **CONDITION OF THE PREMISES AND DETERMINATION OF DAMAGES.**

Renter shall leave the Property in the same condition as when Renter entered. Renter shall be responsible for any damage caused to the Property, as determined by Twin Groves. Damage includes, but is not limited to, physical damage to the property and insufficient cleaning resulting in extra work to return the property to the condition it was in prior to the event. The Deposit fee will be used for excessive cleaning expenses or losses that have been occurred from the Renter or the Renter's guests, children or vendors including damage to the property, including but not limited to those caused by any service, food or alcohol provider and/or their products hired or obtained by the renter, including such claims, demands, losses, actions or liabilities that arise out of negligence or willful misconduct by said Renters, vendors, guests, and their children.

If damage has occurred, Twin Groves will provide an itemized list to the Renter and Twin Groves will deduct said damages from the Deposit Fee. If the Deposit Fee will not cover the damages, then Renter shall be liable for the balance.

- **ALCOHOL POLICY.**

Twin Groves demands strict adherence to state laws regarding alcohol consumption at its facilities. Twin Groves does NOT sell alcoholic beverages. Twin Groves does have a bar area that may be used by the Renters. There will be a vendor tap available if needed.

If Renter elects to offer alcohol during the Event, Renter must understand and adhere to the following:

- Any and all liabilities arising from the consumption of alcoholic beverages on the property are the responsibility of Renter.
- The Certificate of Insurance required (see paragraph 5 above) shall cover alcohol being served at the Event.
- Twin Groves reserves the right to evict Renter and/or their guests from the property or to close the bar at any time during the Event.

- **CANCELLATIONS.**

If Renter cancels the reservation for the Event prior to Thirty (30) days or more before the Event Date, Twin Groves shall refund to Renter (the Rental Fee and the Heat and Air Deposit Fee). The Security Deposit will be retained as a non-refundable deposit. If Renter cancels the reservation for the Event within Thirty (30) days of the Event, Twin Groves shall retain the Total Rental Fee, including the Rental Deposit as a non-refundable deposit, although the Heat and Air Deposit will be returned.

In the event of a natural disaster and the property is unsuitable for the event (as determined by Twin Groves), the Renter can elect to transfer their Access Period to a new date or terminate this agreement and receive a 100% refund.

- **INDEMNIFICATION.**

Renter hereby indemnifies and holds harmless Twin Groves, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Property, including any acts or omissions on the part of Renter, independent contractors, guests, invitees, or other agents. Renter shall immediately notify Twin Groves of any damage or injury of which they have knowledge on or near the Property, regardless of the cause of such damage or injury.

**Twin Groves is not responsible for lost, stolen, or forgotten articles.**

- **COMPLIANCE WITH LAWS.**

Renter shall not use the Property in any manner that would violate any local, state, or federal laws or regulations.

- **REVOCATION.**

Twin Groves shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Twin Groves revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Twin Groves shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

- **GOVERNING LAW AND VENUE.**

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Missouri, and venue shall lie in the Circuit Court of Jasper County, Missouri.

- **SEVERABILITY.**

If any part of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

- **NOTICE.**

Any notice required or otherwise given pursuant to this Agreement shall be in writing or email between the Renter and Twin Groves.

- **ATTORNEY FEES.**

If any legal action is commenced or maintained in court, whether in law or in equity, by any party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

- **RENTALS**

All rented items are not to leave the barn. You may pay on the website or in person.  
You will receive the items the day you have access to the barn.  
After the event, the rented items need to be left in the bar area or in the hallway all together.  
If anything gets broken, you are to set it aside separately and send a picture.  
In case of breakage or lost item you will be charged a replacement cost.

- **ENTIRE AGREEMENT.**

This Agreement and any attachments constitute the entire agreement between Renter and Twin Groves and supersede any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Renter: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Twin Groves Member : \_\_\_\_\_ Date: \_\_\_\_\_

***Mailing Address:*** \_\_\_\_\_

Twin Groves Events mailing address : *1402 S Jefferson , Webb City MO 64870*  
Email.: *anissaparrish506@gmail.com*