



Venue Rental Agreement Between Sincere Brunch & Soulhaus ("Venue") and Client

This Venue Rental Agreement ("Agreement") is entered into between Sincere Brunch & Soulhaus ("Venue") and the undersigned client ("Client"). By signing, initialing, or confirming acceptance through payment, both parties agree to the following terms and conditions:

General Terms and Client Responsibilities

A. Accuracy and Assumptions

1. Venue shall only provide services explicitly detailed in writing within this Agreement .
2. Client must carefully review all line items to ensure accuracy and completeness.
3. Items or services not explicitly stated in this Agreement will not be provided.
4. Client must request clarification of any unclear terms or services prior to the event date.

B. Payment and Cancellation Terms

1. **Payment Methods:** Credit or Debit Card via invoice or Zelle: catering@thesincerechef.com. We do not accept cash, money orders, or personal checks or cashiers checks. Business checks are required to be received 14 days prior to your event.
2. **Non Refundable Booking Fee (Liquidated Assets):**
 - a. **A 50% Non Refundable Booking Fee of the total invoice** is required to secure your event on our calendar.
 - b. Full payment is required if your event is within seven (7) days of booking.
 - c. The Booking Fee will be automatically deducted from the credit/debit card you enter on your account once you accept the quote/proposal.
 - d. The Booking Fee shall be credited toward the total balance.
3. **Final Balance:** The total remaining balance, including applicable taxes and fees, must be paid no later than seven (7) days prior to the event and will automatically be deducted from the card stored on your account unless otherwise agreed in writing by both parties. If paying via Zelle, you are required to make payment by 5pm seven (7) days before your event date. Failure to submit final payment by the established deadline will result in cancellation of your event with no refund.
4. **Non-Refundable Payments and Credits Clause**
 - a. All payments toward this Agreement, including deposits, early payments, and final balances, are strictly non-refundable.
 - b. If you wish to make a payment prior to the final balance date, please email the amount you would like to pay to assistant@thesincerechef.com. Manual payments cannot be processed by the client.
 - c. No refunds shall be given due to client requested reductions in guest count, changes to the menu, removal or minimization of services, food, beverages, or equipment after the final balance has been paid.
 - d. Payments made will be applied exclusively as credits toward the contracted event. Credits are non-transferable, non-refundable, and expire after the scheduled event date unless agreed upon in writing.
5. **Force Majeure and Rescheduling:** If the event cannot occur due to an act of God, natural disaster, extreme weather, pandemic, or similar uncontrollable circumstances, the Booking Fee may be applied as a credit toward a rescheduled event.
6. **Adjustments to the Invoice**
 - a. Changes to guest count, menu, additional hours, equipment, or venue rental times must be finalized 8 days before the event date.
 - b. All changes are required to be submitted in writing via email: assistant@thesincerechef.com
 - c. Catering guest count reductions are not permitted after final payment.
 - d. Catering Guest counts below 50 guests will incur a \$5.00 per person increase.
 - e. If paying via check your final guest count is due 14 days prior to your event.
7. **Cancellation Policy**
 - a. Client is required to provide a seven (7) day cancellation notice to credit the Booking Fee and any prepayments towards a rescheduled date.
 - b. Client may reschedule one (1) time only.
 - c. Credits expire one year from the original event date.
 - d. The rescheduled date will be approved based upon the availability of the venue.
 - e. Client must maintain at least 50% of the original contracted invoice to apply credits and reschedule.

C. Refund Policy

1. **Sincere Service:** The Venue is committed to high quality service and will make reasonable accommodations for complaints that can be established as clear fault on our behalf.
 - a. Refunds or Credits shall equal the full or partial value of the item based upon the complaint at the discretion of the Venue.
 - b. Refund requests must be submitted in writing via email (assistant@thesincerechef.com) within 3 days after the event.
 - c. Approved refunds will be processed within 10 business days via the original payment method.
2. **Non-Performance by Venue:** If the Venue is unable to fulfill obligations outlined in this Agreement (not due to client fault or force majeure), all payments including the Booking Fee shall be refunded in full.

D. Additional Services

1. **Charges for Additional Services:**
 - a. Requested additional services related to equipment or linen rentals must be documented within this Agreement wherever possible.
 - b. Verbal requests made on the event date are required to be paid for at the time of the request.

E. Duties of the Venue

1. **Licensing and Compliance:** Venue is licensed in Indiana and shall comply with all applicable regulations.
2. **Liability Insurance:** Venue maintains general liability insurance coverage for all events.
3. **Service Provisions:** Venue shall provide access to the venue at the contracted time and the requested equipment listed on client invoice. Tables will be set up in no particular order with chairs folded neatly on the top of guest tables.
4. **Security Policy:** Security is required at the Venue's discretion at a rate of \$200.00 for the following events:
 - a. Sweet 16 Birthday Parties
 - b. Birthday Parties under 40 years of age
 - c. Promoted Events
 - d. Events that require Ticket Sales

F. Duties of the Client

1. **Food & Beverage Minimum**
 - a. The last call for alcohol will be 30 minutes before the contracted event end time.
 - b. The "venue" and/or its "staff" reserves the right to not serve anyone that is visibly impaired or under the influence beyond the legal limit. If an issue arises, the guest will be banned and escorted out of the venue.
 - c. A minimum of \$1000.00 is required to be spent for all food and bar service options.
 - d. The Food & Beverage receipt will be provided to the "client" 30 mins prior to the end of the contracted event time.
 - e. All outstanding balances are required to be paid before the end of the contracted event time.
 - f. Failure to pay outstanding balances will result in a police being filed and a civil suit.
 - g.
2. **Facility and Access:** Client is responsible for maintaining the venue during the contracted rental time.
3. **Liability:** Client assumes liability for damages to rented equipment and internal structure of the building while on the event premises, except for existing venue damages.
4. **Financial Responsibility:** Client agrees to fulfill all payment obligations in full. Credit card chargebacks or reversals are strictly prohibited. Any unauthorized reversals will result in the Client owing double the reversed amount plus any fees incurred by the Venue.
5. **Contracted Rental Times** shall be strictly adhered to. Your event, including set up and cleaning is required to be completed within the Event Center Contracted Time.
6. **Over Contracted Time Policy:** A \$300 Late Event Fee will be charged for events that do not end by the contracted event time. As a reminder, the venue closes at 12am.
7. **Decorations & Damages**
 - a. Absolutely NO DECORATIONS are permitted on the ceilings or the walls. This policy is STRICTLY ENFORCED. A \$300 damage/improper decor charge will be assessed for any adhesive, tack holes, 3M strips, that result in damages to walls.
 - b. Absolutely NO CONFETTI is permitted to be used!! A \$300.00 cleaning charge will be assessed if removal is required.
 - c. All outside decorations brought in by Client or representatives of the Client are required to be removed from the premises at the end of the event.
 - d. Balloons are required to be deflated and discarded over a trash can or trash bag. All balloon debris are required to be picked up and discarded into a trash bin. A \$300.00 cleaning charge will be assessed if removal is required.
 - e. A minimum of \$300.00 will be charged for **any** Damage to the Venue.
8. **Food Service Areas**

- a. Food service areas (catering tables, guest tables) shall be cleaned of all food debris and trash. Failure to comply will result in a \$300.00 cleaning charge.
- b. All personal food items shall be removed from the venue or discarded.
- c. Please refrain from pouring liquids or food in bathroom sinks, toilets, or bathroom trash cans.
- d. Food debris found in kitchen sinks, bathroom sinks or toilets will result in a \$300.00 plumbing charge.

9. Trash Removal

- a. Trash/Garbage is required to be placed in the outside trash dumpster on the west end (right side facing) of the building.
- b. Trash or food debris cannot be left in the inside or outside of the property. This includes but is not limited to the parking lot and rear lawn.
- c. A \$300.00 Trash Removal Fee will be assessed if trash is left on the premises.

10. Loitering Policy

- a. Loitering and drinking alcohol is PROHIBITED in the parking lot and in front of the building. You are responsible for your guests.
- b. Please make sure your guests do not loiter in front of any of the residences near the facility.
- c. If the police is called due to loitering or inappropriate/unlawful activity of any kind you will be assessed a \$300.00 charge.

11. Smoking Policy

- a. Smoking is PROHIBITED WITHIN 8 FEET OF THE BUILDING IN FRONT of the building, INSIDE of the building, and INSIDE of bathrooms.
- b. Your event will be terminated and you will be charged \$300.00 for confirmed smoking violations.

12. Prohibited Areas: Storage rooms, offices, and the chefs kitchen are not permitted to be accessed under any circumstances. You will be charged \$300.00 for unauthorized entry.

13. Weapons Policy: Guns, knives, brass knuckles, or any other weapons are not permitted inside of the facility. If a guest is caught with a weapon your event will be terminated immediately with no refund. It is your responsibility to convey this information to your guests.

G. VENUE RENTAL - CLOSING CHECKLIST

Chairs

- Please place chairs back in their original place.
- Please do not lean chairs against the walls to protect the paint and to prevent indentations on walls
- **If chairs are stacked against the wall you will be charged a \$300.00 fee.**

Tables

- Please leave tables where they were placed for your event
- **If tables are damaged you will be charged a \$300.00 fee**

Trash

- Please dispose of off ALL trash (trash bags, food, decorations, balloons, etc) in the dumpster on the west end of the building.
- Please make sure no large debris is left on the floor
- **Failure to remove trash will result in a \$300.00 charge.**

Lights/Thermostat

- If you adjusted the thermostat please turn it off upon exiting

L. Arbitration and Dispute Resolution

1. **Dispute Process:** Both parties agree to first make a good faith effort to resolve disputes directly. Unresolved disputes will be settled by binding arbitration or mediation, as agreed upon by both parties.

M. Binding Agreement

1. This Agreement is binding upon the heirs, successors, assigns, and representatives of both parties.
2. Acceptance of your quote/proposal and receipt of your Booking Fee acknowledges the Client's understanding of the terms and conditions of this contract.

Acknowledgment and Acceptance

Client:

Name (Print): _____

Signature: _____

Date: _____

Venue:

Name (Print): Sincere Brunch & Soulhaus

Signature: _____

Date: _____