

OASIS OUTDOORS

1001 Palm Ave., North Fort Myers, Florida 33903

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Today's Date _____

This contract defines the terms and conditions under which **Oasis Outdoors** and _____ (hereafter referred to as the **Customer** or **You**) agree to the Customer's use of Oasis Outdoors facilities on _____.

This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Oasis Outdoors and the Customer.

CUSTOMER INFORMATION

Customer Name(s): _____

Address: _____

Telephone#: _____

Email Address: _____

DATE AND TIME OF EVENT

Date: _____ Hours: _____

Set up time: _____

Event start time: _____

Event end time: _____

Contact Person Name Other Than Customer: _____

Phone: _____

Proposed Event: _____

Approximate Number of Guests: _____

VENUE SELECTIONS

You have selected the following venues for your event at Oasis Outdoors.

____ Indoor Showroom ____ Outdoor Porch ____ Parking Lot for On-Site event

The venue/s described above has been reserved for customer for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you 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 venue/s.

Access to Venues selected above: Customer may use the space only for the purposes indicated in the Event Space Rental Agreement. Customer may not enter the space until the "Set Up Time" specified on the Event Space Rental Agreement, and the venue(s) must be empty and clean at the end of the "Event End Time" specified on the form. Any change must be approved in advance by the Oasis Outdoors Event Coordinator. The Oasis Outdoors reserves the right to cancel the event without refund if Customer materially breaches this Agreement, engages in illegal activity, exceeds occupancy limits, misrepresents the nature of the event, or creates a safety risk to persons or property.

Site Decoration: Every effort will be made to allow customer to prepare decorations reflecting their creative requirements. Rules: No nails, screws, staples or penetrating items are to be used on our walls or floors or furniture. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decorations must be freestanding. Nails and staples are not permitted at any location. Candles: All Candles must be in a holder. Flameless candles which are battery operated are permitted for use. Glitter or foil (non-paper) confetti is not allowed on site. Only low tack tape is allowed on our floors and walls and tables. Nothing may be hung from the ceilings unless approved by Oasis Outdoors.

Event Space Changes: Any contents or furniture movement must be pre-approved by Oasis Outdoors. Placements of tables, tents, live music, catering equipment, etc., must also be approved by Oasis Outdoors planning staff. **There is a one time fee of \$500 for any removal of furniture off of property if requested by Customer.**

_____ required _____ not required

Capacity: The number of participants who attend the event cannot exceed the number specified in this Event Rental Form. Oasis Outdoors reserves the right to limit any additional persons beyond the contracted number. Oasis Outdoors reserves the right to require payment for additional staff if the event attendance exceeds the number specified on this Event Space Rental Form.

Deliveries: Customer must be present for any and all deliveries related to the event. Oasis Outdoors is not liable for any deliveries that arrive when the customer is not present.

Parking: Parking is available at the designated areas on the property. Persons shall pull into the areas marked as Oasis Outdoors parking locations. Handicap accessible parking spaces are provided, designated by signage.

Conduct: There is absolutely no drug use of any kind tolerated in the Event Space venues. Smoking shall not be permitted in the Event Space or within 30 feet of the building. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Customer and Customer Parties shall use the venue(s) in a considerate manner at all times.

Event Site CATERERS: Oasis Outdoors has an approved caterer on site; "**Palm Ave Catering**". We require you to use Palm Ave Catering and/or selections from their preferred vendor list. No outside caterers not approved by Palm Ave Catering can be used on-site.. We understand each event will require different food and beverages requirements so each contract will be finalized on an individual basis through Palm Ave Catering.. **No outside beer or wine will be permitted on site. All alcohol must be served by a properly licensed and insured vendor in compliance with Florida law. Customers assume all liability for alcohol-related incidents.**

"BUY OUT" OPTION FOR PRIVATE EVENTS DURING WORKING BUSINESS HOURS: Regarding the accommodation of restricting public access to our deli and entire event venue, there are 3 options (these options only matter when an event is booked Monday-Saturday between 8:00 AM and 6:00 PM):

Option 1 - Completely Private Event - The building is private. Our deli, Chop it Up is fully closed inside and at the outside window. No regular deli customers, Door Dash or 3rd party customers are served during the event.

Option 2 - Private Indoor Event - The indoor space is private. Chop it Up may still serve customers from the outside window, accept Door Dash orders and use limited outdoor seating

Option 3 - Open Event - Chop it Up remains open inside and outside. Customers may still come inside, order and sit while the event is taking place.

The Business Closure Fee (buy out) and terms/pricing is handled exclusively through Palm Ave Catering and listed on their catering contract. **If an event begins after 6:00 PM or is booked on a Sunday, there is no business closure fee or buy out option.

Deposit/Rental Fees: A signed contract and date-hold deposit of \$100 or \$200 (depending on package selected) must be received to reserve your date(s) and time(s). The reservation fee is **non-refundable**. If a customer cancels more than 30 days prior to the event, any additional rental payments will be refunded. Cancellations within 30 days are subject to the cancellation schedule outlined below.

Cancellation Policy:

- More than 30 days before the event: All payments refunded except the reservation fee.
- 14–30 days before the event: 50% of total rental fee forfeited
- Less than 14 days before the event: 100% forfeited.

Force Majeure: Neither Party shall be liable for failure to perform due to acts of God, hurricanes, governmental orders, natural disasters, or events beyond reasonable control. In such an event, customers may reschedule within six (6) months, subject to availability.

Lost and Found: Oasis Outdoors takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner

Liability: Customer agrees to indemnify, defend, and hold harmless Oasis Outdoors, its owners, employees, and agents from any claims, damages, liabilities, losses, and expenses (including attorneys' fees) arising out of or related to Customer's use of the premises, except to the extent caused by the gross negligence or willful misconduct of Oasis Outdoors. Oasis Outdoors does not accept any responsibility for damage to or loss of any articles or property left at venue(s) prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to Oasis Outdoors by the Customer(s), their

guests, invitees, employees or other agents under the Customer(s) control. Further, The Oasis Outdoors shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Oasis Outdoors for any such loss, damage, or injury of claims and demands against Oasis Outdoors for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Oasis Outdoors free and harmless from all liability of any such loss, damage or injury to their persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

Catering, Cleaning, Trash and Equipment Removal: Oasis Outdoors will be in a clean condition prior to your event. Upon additional planning with Oasis Outdoors, you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found. All trash must be collected, properly bagged and removed by the customer and the furniture must be clean and damage free. All outside rental equipment brought in must be removed at event end time unless approved otherwise by Oasis Outdoors.

1. If a customer requests a vendor of any type they must be pre-approved by Oasis Outdoors and meet our rules and regulations. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
2. All event trash must be disposed of in the designated areas at the conclusion of the event.
3. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

Insurance: Customer shall obtain Special Event Liability Insurance for all events with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Oasis Outdoors shall be named as Additional Insured. Certificate must be provided no later than ten (10) days prior to the event. If alcohol is served, liquor liability coverage of not less than \$1,000,000 per occurrence is required. The insurance must, at customers sole expense, provide and maintain public liability and personal property damage insurance, insuring Oasis Outdoors and Oasis Outdoors employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of customers use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate and Catering License to Oasis Outdoors at least one week prior to the event.

_____ required _____ not required

Security Deposit: A damage refundable security deposit of \$_____ is required. Deposit will be returned within 10 business days less documented damages, overtime, or excessive cleaning.

_____ required _____ not required

Overtime: Any use of the venue beyond the contracted rental period shall be billed at 1.5 times the hourly rate in 30-minute increments.

Rental Rates

All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events, or at the discretion of Oasis Outdoors.

_____ Venue(s) hourly rate \$150 or \$300 _____ **total hours**

_____ **Daytime Social Package** \$600

_____ **Evening Oasis Package** - \$900 M-TH, \$1000 F-SAT, \$800 Sun

_____ **Community Collective Package** - \$400

_____ **Elevated Experience Package** - \$ _____

_____ round tables at \$12 each

_____ folding white chairs at \$3 each

_____ tv screens and audio equipment \$50 per event (including microphones)

_____ cleaning fee \$150 (included in "packages")

_____ non-refundable \$100 _____ or \$200 _____ deposit

_____ furniture moved out of venue for event \$500

_____ damage security deposit of \$100 (Deposit will be returned within 10 business days less any documented damages, overtime, or excessive cleaning)

TOTAL EVENT FEE: _____ **DEPOSIT DUE:** _____

Client Initials: _____ **Date:** _____

Customer Signature: _____ Date: _____

Approved by Event Coordinator _____ Date _____