

The Social at One Thirty-two

VENUE RENTAL AGREEMENT

1. **THE PARTIES.** This Facility Event Rental Agreement ("Agreement") made on _____, by and between: Renter: _____ mailing address of _____ (Renter"), and Landlord: **The Social at 132** mailing address of **PO Box 202, Otsego, MI, 49078** ("Landlord"). Landlord and Renter are each referred to herein as a "Party" and, collectively, as the "Parties."
2. **VENUE** (Hereinafter known as the "Venue.") The Renter agrees to temporarily lease, occupy, and make use of the Landlord's space located at 132 East Allegan St, Otsego, MI 49078 for a gathering of 50 people or less.
3. **LEASE PERIOD** (Hereinafter known as the "Lease Period."). The Renter shall have access to use the Venue for:
a.) Start Date: _____ End Date: _____
b.) Start Time: _____ ☐ AM ☐ PM End Time: _____ ☐ AM ☐ PM
4. **RENT** (Hereinafter known as the "Rent"). To lease the Venue, the Renter agrees to pay a total of \$50 per hour for a duration specified above.
5. **DAMAGE DEPOSIT.** The Landlord requires a \$100 damage deposit at full payment of booking, refundable upon inspection of premises and approved results of said inspection.
6. **OVERTIME.** If, for any reason, the Renter overstays the Lease Period, the Landlord shall Charge Overtime. A fee equal to \$50 per hour shall be charged to the Renter for their excessive use.
7. **PAYMENT.** The Renter shall be required to pay the rent as follows: 50% upon booking, 50% 30 days prior to start of lease period. If the event will be held within 30 days from time of reservation the entire amount will be due at time of booking.
8. **METHODS OF PAYMENT.** The Landlord's acceptable methods of payment are as follows:
30(check all that apply)

☒ - **Cash** ☒ - **Check** ☒ - **Venmo@social132**
9. **CHANGES.** Changes to this Agreement by the Renter are allowed no sooner than 30 days prior to the Lease Period ("Grace Period"). No change or cancellation will be honored if it falls after the aforementioned Grace Period.
10. **LATE FEES.** If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will be a flat fee is equal to \$15 for each day payment is late.

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11. ALCOHOL - If you or anyone in attendance at your gathering choose to consume alcoholic beverages, you do so at your own risk and assume all liability for your actions. We are not responsible for any injury, illness, or damage related to your consumption of alcohol. This section releases the host and related parties from liability for claims, including those for personal injury or property damage, arising from participation or alcohol consumption.
Initials _____

12. AMENITIES. In addition to delivering the Venue, the Landlord agrees to provide the following amenities: (check all that apply)

Audio/Visual Equipment	Warming Kitchen Facilities
Disability/Wheelchair Access	Photo Booth
Furniture	Restrooms
Internet/WiFi	Trash/Waste Management
Decorations	

13. CLEANUP. At the end of the Lease Period, the Renter is responsible for the cleanup of the Venue after the Lease Period. The Venue shall be given back to the Landlord in the same condition at the start of the Lease Period.

14. MAXIMUM OCCUPANCY. There is a maximum limit of 50 attendees permitted at the Venue at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter.

15. DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration.

In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

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16. HOLD HARMLESS. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:

- a.) Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
- b.) Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
- c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

17. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

18. GOVERNING LAW. This Agreement shall be governed under the laws in the State where the Venue is located.

19. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____