The Cardiff Center Rental Agreement

3232 1st Avenue South

Fort Dodge, IA 50501

(515) 576-2226

Event Description: _____

Event Date: _____

Renter(s): _____

DEFINTIONS

"Fort Frenzy", "The Cardiff Center", and "The Facility" will be referred to as "The Venue" or "Venue."

The above identified will be referred to as "The Renter," or "Renter(s)."

All property including the facility, equipment, golf-carts, the parking lot, the north field, and all land extending to the edges of the property line will be referred to as "The Premises" or "Premises."

INSURANCE

A Certificate of Insurance listing Fort Frenzy as an additional insured is required of all renters who plan on serving alcohol and is due at least ten (10) days prior to your event. The insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Fort Frenzy, its employees, contractors, and contracted vendors against all bodily injury, property damage, and other loss arising out of Renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than $1 million ($1,000,000.00) and general aggregate liability of not less than $2 million ($2,000,000.00).

LIABILITY

Renter shall indemnify, defend, and hold harmless Fort Frenzy, building owners, it's officers, employees, and agents from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Renter, its agents, employees, contractors, invitees, representatives, in, on or about the premises. This indemnity shall survive the termination of this Contract. Renter hereby releases Fort Frenzy, building owners, it's officers, employees, and agents from any and all liability or responsibility to Renter or anyone claiming through or under Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force.

INDEMNITY

Customer agrees to indemnify and hold harmless the Venue, it's officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of the renter, and the renter's guests, invitees, agents and sub-contractors.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

PRICING

Rental pricing of the Venue is based on the date of the event. Current Venue rates are as follows:

CALENDAR YEAR	PRICE BEFORE TAX
2021	$999.00
2022	$999.00
2023	$1249.00

All pricing is subject to change. Pricing is guaranteed at the time and date of the signing of this contract.

DEPOSIT/RENTAL FEES

Renter(s) must provide a deposit in the amount of $500.00 to Fort Frenzy and sign this contract in order to reserve a date and time for The Cardiff Center. The balance of the rental fee for the Venue is due three (3) days prior to your event. Renter(s) is not allowed to commence work in the event space until the balance is received by the Venue. Miscellaneous costs including, but not limited to, bar, catering, furniture, and equipment rentals are due fourteen (14) days prior to your event. Any additional costs that arise will be due within two (2) days of your event.

EXTENDED HOURS

The Cardiff Center is open until 11:00 PM every night. If the Renter(s) wish to stay longer, a fee of $250.00 will be charged for each additional hour. The arcade will remain open until the conclusion of the event. The café and attractions follow posted business hours. If the renter wishes to use the café and attractions past normal operating business hours, then there is a fee of $2,500 per hour.

CANCELLATION/TERMINATION

In the event of cancellation by Renter:

1) The date-hold deposit of $500.00 is non-refundable;
2) Any space rental payment is non-refundable;
3) Any catering service payment is non-refundable.

In the event of cancellation by the Venue:

1) The date-hold deposit of $500.00 will be refunded within three (3) to five (5) business days;
2) Any other payments will be fully refunded within sixty (60) business days.

In the event of cancellation due to unforeseen and unknowable events:

1) The date-hold deposit of $500.00 is non-refundable;
2) Any space rental payment is non-refundable;
3) Any catering service payment is non-refundable;
4) The Venue is absolved from any liability due to the termination of the event.

RESCHEDULE

If the event needs to be rescheduled:

1) There is a non-refundable rescheduling fee of $250.00;
2) If the event was originally scheduled on a Friday, Saturday, and/or Sunday, the date can be changed up to ten (10) months prior to the event without incurring the rescheduling fee;
3) If the event was originally scheduled on a Monday, Tuesday, Wednesday, and/or Thursday, the date can be changed up to three (3) months prior to the event without incurring the rescheduling fee.

FOOD, BEVERAGE, AND ALCOHOL POLICY

Outside alcohol, liquor, food or beverage is strictly prohibited on the premises at any time during the event. If any of these outside items are brought into the facility, it will be confiscated and disposed of immediately and the guest performing the action may be escorted off the premises.

Alcohol Policy

The Venue strictly follows all local, state, and federal laws and regulations regarding alcohol sales and consumption. Alcohol not purchased at The Venue is strictly prohibited. If outside alcohol wishes to be brought in, then the Renter must receive express, written permission from the General Manager and non-refundable outside alcohol fee of $500.00 will be charged by the venue. If outside alcohol is discovered on the premises without express, written permission, then Renter will be charged a $1,000.00 fee by Venue per instance.

At any time, if an underage individual is caught smoking, drinking alcoholic beverages, or participating in illegal activities, the underage individual will be removed by law enforcement and the Renter will be responsible for any damages the incident may have caused.

Food and Beverage Policy

Outside food is strictly prohibited unless preapproved by the venue. The only approved caterer is Olde Boston's. All food, including but not limited to cake, candy, snacks, ice cream, soft drinks, and baked goods brought into the facility must come from approved and licensed sources unless express, written permission is granted through the General Manager. An outside food affidavit is required to be filled out for each unlicensed food source. The Venue may request licensing and insurance information from any third party vendor. The venue is not liable for any damages arising from the use of an unlicensed vendor.

Popcorn and Cotton Candy Machines Policy

If the Renter wishes to bring in a popcorn or cotton candy machine, then the renter must receive preapproval from the venue. The fee for using a popcorn machines is $100.00. The Venue is not responsible for any clean-up or maintenance of the machine and may impose a $250.00 fee if the machine isn't properly maintained throughout the night and cleaned up by the following day.

Kegs

All kegs must be purchased through the venue. Once kegs are ordered, the renter is responsible for payment regardless of whether or not keg was tapped. Refunds will not be given on kegs.

PRIOR DAY SET UP AND TEAR DOWN

If renter wishes to utilize an extra day before or after the event date for set-up or tear down, then a fee of $299.99 will be charged for each additional day. These extra days must be scheduled out three months in advance. Until the fee is paid, there is no guarantee that the renter will be allowed to use those extra days. The venue operates on a first come, first serve basis with scheduling.

DECORATIONS

All decorations and/or materials not belonging to the venue must be picked up by the end of the following day. The venue is not liable for any damage to décor and/or materials brought in to the facility. Any décor and/or materials not picked up will be disposed of. In the event Renter uses decorations or materials from a third party, The Venue is not liable for any damages to these items and is not responsible for any items stolen. The Venue reserves the right to rearrange and move any furnishings, including but not limited to artwork, chairs, tables, and centerpieces. The use of nails or any other hardware that may damage walls or flooring is strictly prohibited. The Venue only allows low tack tape on floors and walls.

The Venue also prohibits the use of items that are deemed unsafe or difficult to clean, including but not limited to confetti, glitter, and/or rice. The use of novelty, also known as safe and sane, fireworks is strictly prohibited at the Venue. In the event Renter and the Venue deems fireworks necessary, Renter must follow all local and state laws and regulations in addition to receiving written, express approval by the General Manager. A certificate of Insurance listing Fort Frenzy as a covered party must be issued if fireworks are used. Decorations brought in must be preapproved by the event coordinator.

THIRD PARTY EVENT COORDINATORS

All event coordinators must carry their own insurance and provide proof of insurance to the venue. The venue will not be held liable for any issues arising from the use of an Event Coordinator.

CATERING/BAR GUEST COUNT

Renter must submit a final guest count in writing at least fourteen (14) days prior to the event. Renter will not receive a refund or discount for any reduction to the final guest count.

LIVE MUSIC/DJ/NOISE

The Venue follows the Noise Ordinance of Fort Dodge, IA. In the event Renter's event creates a disturbance due to high noise volume, the Venue's on-site manager has full authority to ask the Renter, DJ or live music presenter to turn the entertainment down and/or off. If there are repeated disturbances, the Venue has the discretion to remove Renter and guests from the premises and/or stop the offensive noise. Any fines incurred by noise violations are the responsibility of the Renter. Loud music must end by 10:00 P.M. during weeknights (Sunday through Thursday) and by 12:00 A.M. on weekends (Friday and Saturday). Additional time may be added provided the volume is modest and it cannot be heard beyond the boundaries of the premises or by immediate neighbors.

SEE Ordinance of Fort Dodge, IA

DJ PLUG IN FEE

The venue charges a $249.99 plug in fee on all events to cover wear and tear to the sound system.

LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe given by the Venue. The Venue is not responsible for checking in or handling any items brought into the venue by rental companies outside of the Venue's services. All excess material (such as bubble wrap, boxes, hangers, plastic and other items) created by these deliveries must be removed and disposed of by the rental company, Renter, or Renter's representative. Limited storage is available upon request. This also applies to items left post event for shipment out via courier. Note: It is not the responsibility of the venue to ensure that pick-ups are scheduled and executed.

CLEANING, TRASH, AND EQUIPMENT REMOVAL

Fort Frenzy will be in a clean condition prior to the event. Fort Frenzy is not responsible for storing or removing any equipment or other items from a DJ, outside decorator, or any other outside vendor after the close of the event. All items not provided by Fort Frenzy must be removed from the premises at the close of the event. Renter is responsible for the removal of these items. Fort Frenzy is not responsible or liable for any damages or theft that may occur.

ENTRY AND EXIT

Renter agrees that Fort Frenzy staff may enter and exit premises during the course of the event. Fort Frenzy staff will be on site during the entire event and will ensure the event is running smoothly and within the signed guidelines of the Contract. Fort Frenzy staff will be available for questions or to respond to any needs or issues that may arise.

MILITARY DISCOUNT

A 10% discount can be applied to the Venue Rental Price. This discount is only valid on the Venue rental itself and does not apply to any other line items on the contract including, but not limited to, the ceiling draping, alcohol, decorations, linens, chair covers, staging, etc.

CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Fort Frenzy reserves the right, in its exclusive discretion, to remove anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Fort Frenzy or the safety of its staff, guests, or building contents.

LOST AND FOUND

Fort Frenzy takes no responsibility for personal effects and possessions left on premises during or after your event. A lost and found is maintained and will hold recovered items up to thirty (30) days. Every attempt will be made to return any recovered item(s) to its rightful owner. After thirty (30) days, Fort Frenzy will dispose of such items.

PROMOTIONS AND COPYRIGHT

Should Fort Frenzy be engaged in the promotion or co-production of the event, all marketing messages and communications shall be approved by Fort Frenzy. Fort Frenzy is our name, please do not shorten or lengthen it to anything other than what is listed in this document for any reason unless approved by management. Fort Frenzy is happy to provide professionally created images of its space for promotional materials. Fort Frenzy hopes Renter will refer other individuals here and are happy to answer any questions Renter might have about the types of events it does. Fort Frenzy is also happy to personally welcome guests and speak to them about the historic nature of the building, or its contents. A representative of Fort Frenzy and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities Fort Frenzy could support can be directed to that representative.

DAMAGES/REPAIRS

Renter(s) is responsible for all damage caused to the property during the rental period outside normal wear and tear, including but not limited to accidental damage and damage caused by guests. Fort Frenzy will send an invoice to Renter(s) for the amount owed to repair such damage. Payment shall be made within thirty (30) days after receiving an invoice.

CONDUCT

Conduct deemed disorderly at the sole discretion of Fort Frenzy staff shall be grounds for immediate removal from the premises and may result in the end of the rental period. In such cases, Fort Frenzy will not refund Renter for any costs associated with the event. Fort Frenzy is a non-smoking venue. Smoking will only be permitted in the designated areas outside. All cigarettes or cigar remnants shall be disposed of in the designated smokestack. No other drugs of any kind will be permitted on the premises. Loitering or congregating outside of the sidewalk at any time during the event is prohibited. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate removal. Renter and guests shall always use the premises in a considerate manner. During underage events, such as school dances, Fort Frenzy prohibits underage people from entering and exiting at will, unless express permission is given by Fort Frenzy.

Do you agree to have your photo and/or video taken for promotional and marketing purposes related to Fort Frenzy's mission?

Yes No

AGREEMENT

I have read and understand the policies concerning events held at The Cardiff Center. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Renter's Signature _____ Date _____

Renter's Signature _____ Date _____

Venue Representative Signature _____ Date _____