

Venue Rental Contract

Between: Venue Black Swan Venue and Renter First Client First Name First Client Last Name

Project Name Project Type Project Date Project Start Time Project End Time

TERMS AND CONDITIONS of Black Swan Venue Legally Binding Rental Agreement:

Renter must be over 21 years of age. This Venue is for all events both religious or secular.

WE DO NOT DISCRIMINATE. *Regarding to, but not limited to the following; tribe, creed, race, ethnicity, national origin, disability, age, sexual orientation, gender, marital status, economic status, personal biases or stereotypes intended or unintended, said or unsaid preferences, social genres, social or political stance or preference, beliefs or views, how one prefers to be addressed by name or physical status or outward appearance.*

RESERVATION: 50% of rental fee due if rental fee is \$1,000 or above, upon signing contract. 100% rental fee due if rental fee is below \$1,000.

INSTANTLY BOOK Service: We offer the option to instantly book Black Swan Venue. All Instant Bookings require FULL PAYMENT at time of booking which fully guarantees booked date.

These fees ensure reservation of your event time slot and are not refundable for any reason. Event Date cannot be changed unless event deposit coverage insurance was purchased at time of contract signing.

CANCELATION OR POST-PONEMENT: We offer event deposit coverage (not to be confused with special event insurance), that may be able to cover payments made before your event takes place, should you have to postpone, re-schedule or cancel your event for any reason. Learn more by visiting www.eventsured.com

OCCUPANCY TIME: The Venue offers various rental options, all of which are covered by this contract. However, some details of each rental option, may not be outlined in this contract, but are outlined in the invoice applicable to the rental type. All invoices are also considered contracts by payment. If Renter pays invoice, Renter is bound to all terms and conditions both mentioned or unmentioned in the invoice, of Black Swan Venue.

ENTIRE SPACE, ENTIRE DAY rentals You can enter start time and end time below to schedule the time you will be taking over Black Swan Venue. Project Start Time - Project End Time

HOURLY SPACE RENTALS: You can enter start time and end time below to schedule the time you will be taking over Black Swan Venue. Project End Time - Project End Time

DAMAGES: If breakage, damage, loss, or additional expenses are incurred the undersigned agrees to reimburse Black Swan Venue for the excess within two days. This amount will be charged through an invoice, and is expected to be paid within 48 business hours, or immediate legal action will be pursued by the Venue legal representation, against the Renter, the next business day.

RENTAL CHARGE: Rental fee is due when the invoice or payment plan indicates it is due prior to the event. Late fees are automatically applied to late payments.

Event shall be cancelled if the fee is not received after 5 days after payment is due. Rental fee is not refundable. Black Swan Venue will clearly state total rental fee due, in the invoice, contract, and/or emails within this portal or any contractual documents/agreements provided to the client.

NOT PERMITTED: Attaching anything to walls/ceiling/lights. Helium balloons. Smoking inside. Any cooking devices or grills, tents or camping equipment, fireworks, Blocking Exits, Glitter (Extremely painful to get out of building and very harmful to the plumbing and environment).

CATERING PREP ROOM USE: Catering Prep Room is for designated food service vendor/personnel only. No guests are permitted in the Catering Prep Room. The Catering Prep Room is not for cooking, or washing dirty dishes onsite. A Portable hand-washing station and drinking water machine with HOT and Cold Water is available for use during events. Warmers and Hot boxes are permitted. Two warmers are available for use, but must be utilized in the Traders Staging Room only.

Sterno Fuel canisters used for heating chafing dishes is permitted.

FURNITURE: For "Entire Space Rentals" that include tables and chairs, up to 13 - 60' round tables (seat 8 comfortably, but up to 10), and up to 107 Chairs are provided by the Venue. 6 cocktail tables, and 6 six-foot long rectangular tables are available for use.

ALCOHOL: The Renter is permitted to serve (not sell) alcohol on premises including Liquor per. The Renter must obtain special event insurance through www.eventsured.com to serve Liquor at their event, even if a bartender is hired. The Renter must follow all State of Florida rules and any applicable laws and regulations, in serving alcohol and food. Black Swan Venue only allows alcohol for guests invited at a private party by the renter, free of charge. Selling alcohol is not permitted at Black Swan Venue under any circumstances. Only a State of Florida DBPR Division of Hotels & Restaurants, licensed entity who is licensed for offsite alcohol sales is permitted to provide a cash bar at your event. The entity must provide proof of this license to us. The renter is solely responsible for monitoring and control of the alcohol at their event, including preventing access by minors. Black Swan Venue does not provide alcohol under any circumstances, and is not responsible for any alcohol consumption and/or related activities, under any circumstances.

SMOKING: No smoking is allowed inside the building. Absolutely no throwing away of cigarette or smoking materials of any kind, is permitted to be discarded of on the ground or in indoor trash cans on property. Smoking material must be disposed of immediately in an outdoor receptable or dumpster at the rear of the venue.

CATERING: The Renter can hire a professional licensed caterer of their choice or assume all liability of self-serving food.

TRASH/CLEANING: Renter is responsible for leaving the venue in the same or better condition then it was rented in.

Renter is responsible for picking up trash off the floor, sweeping or vacuuming all floors of spaces rented, and wiping down tables (if not covered).

Renter must bring their own garbage bags, size 44 Gallon and emptying garbage cans. All garbage must be bagged, tied and properly disposed of outside in the dumpster at the left rear of the venue.

SET-UP/BREAK-DOWN: Renter is responsible for Setup and Breakdown of DIY(Do it Yourself) Events, meaning: Renter provides their own furniture, seating, equipment of any kind. Renter/Event Host is responsible for any rented items that the Renter/Host rented on their own.

REMOVING BELONGINGS: Renter is required to have all independently rented equipment or furniture by the end of the rental period. Renter is required to remove personal or non-personal belongings, decorations, and accessories by the end of their space rental period. This includes but is not limited to all dishes (including dishes in bathrooms), food, drinks, boxes, packages, furniture, decorations and anything else brought in by the Renter, Host, Guests or Vendors. This includes DJ and their equipment.

EXITING VENUE & PREMISES: Renter is responsible to make certain that all guests and vendors removed their belongings and cleared out, all trash has been removed and rooms and bathrooms cleared and swept, removed all belongings, received inspection and sign-off by Black Swan Venue Personnel and exited the premises by the end of the rental period. Additional charge will be charged to the Renter for any time over the rental period and must be paid within 48 hours after the event.

It is recommended that Renter begins the exiting process early enough during the rental period that there is ample time to clear and clean up prior to exiting the premises. Anything left behind will be disposed and disposal charges will apply.

LIABILITY: Black Swan Venue does not sell food or alcohol. Renter shall indemnify and hold harmless Black Swan Venue against any liabilities arising out of Food and Alcohol served at the event, any damage or injury to personal or non-personal or rented property of the Renter, Guests, or Vendors or persons otherwise associated with the Event or Renter in any way by the Renter, Associates, Guests, Vendors or Otherwise Persons associated with the Renter or Event.

I acknowledge that I have thoroughly read and understand the terms and conditions that I am required to follow, in order to rent the space and receives services of Black Swan Venue. *First Client Initials*

* Signature required

* Signature required

