

Willow Haven Event Center

Rental Agreement

This rental agreement is made between Dekjo, Inc. (hereinafter known as the “owner”) whose address is 3570 West Smithville Western Road, Wooster, Ohio 44691 and telephone is 330-466-6484 / 330-988-0639 and & (hereinafter known as the “renter”) whose email/telephone is:

1. Premises: Owner hereby agrees to provide to the Renter under the terms and conditions set forth below, the following: (Describe Property Areas to be Used Below)

a. Event Venue with occupancy beginning at 9 AM on and continuing until 11 PM for the sum of \$0.00.

2. Payment Terms: Upon execution of this agreement, the Renter agrees to pay to the Owner a nonrefundable payment of 50% of the total fee due under the contract. This payment shall be utilized to secure performance of the Renter’s obligation under the terms of this contract. Owner agrees to give Renter an optional 25% down-payment and an interest free monthly payment plan as means to secure Renter's obligation of this contract. Renter agrees that acceptance of a payment plan with Owner dictates consistent and timely monthly payments be made. If Renter is in arrears more than 60 days (2 payments) the Renter will be in default of this agreement and Owner reserves the right to terminate this agreement. The total balance shall be due no later than 30 days prior to the commencement of the Renter's event.

3. Gratuity: The industry standard is to charge a minimum of a 20% gratuity on top of the agreed price. Willow Haven does not agree with this industry standard. The owners and staff wish to EARN your gratuity the old fashioned way, through exceptional service and outstanding guest relations from beginning to end. We ask that you plan in advance to present this at the end of your event to a senior member of management in the form of cash in one envelope so we may divide it based upon venue responsibilities. We thank you in advance for taking care of those who took care of you!

4. Cancellation: Should cancellation need to occur, Renter shall provide written notice to the Owner at the address provided or at such other address as the Owner may designate.

5. Refund: In entering into this contract, Renter acknowledges that the 50% payment made at the point of execution is NON-REFUNDABLE. The remaining balance due under the terms of this contract will be refunded (or the amount due and owing offset if not yet paid), subject to the following:

a. If cancellation is made not less than 12 months prior to commencement of the event, a full refund/offset will be made, less the non-refundable payment, to the extent that a new renter for the date/time can be secured. If a new renter for the date/time cannot be secured no refund will be issued.

By way of example, if cancellation is made 13 months prior to the event at a stated price of \$5,000.00 (for which full payment has been made), and a replacement renter is obtained, a refund will be issued in the amount of \$2,500.00 (\$5,000.00 less non-refundable payment)

b. If cancellation is made less than 12 months prior to commencement of the event for which the property is rented, a refund/offset equal to 50% of the contract, less the non-refundable payment, to the extent that a new renter for the date/time can be secured. If a new renter for the date/time cannot be secured no refund will be issue.

By way of example, if cancellation is made 9 months prior to the event at a stated price of \$5,000.00 (for which full payment has already been made) and a replacement renter is obtained, a refund will be issued for \$1,250.00 (\$5,000.00 less non-refundable payment equals \$2,500.00 multiplied by 0.5 equals \$1,250.00)

6. Usage: Renter shall comply with all laws applicable to its use of the premises and shall refrain from committing damage/waste to the property or excessive cleaning. An excessive cleaning fee at a minimum of \$250 at Owners discretion may apply.

7. Policies: Renter acknowledges receipt of a copy of Willow Haven Event Center's Site Policies and further agrees to comply with the same.

8. Alteration: Renter shall, under no circumstances, modify the existing layout of the building without the express written consent of the Owner.

9. Insurance: Renter shall be required to obtain an event insurance policy in an amount not less than \$1 million - \$2 million aggregate with a Medical Expense clause of \$1,000 per person to include, to the extent applicable, language related to alcohol consumption. Party shall list the Owner as a named insured and shall provide a copy of the same to the Owner not less than thirty (30) days prior to the commencement of the event. Willow Haven has a preferred vendor for this insurance and details to acquire this insurance will be given upon signing of this agreement.

10. Indemnity: Unless otherwise waived, Renter shall indemnify and hold owner harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of the same, resulting from:

- a. injury or death of any person(s) occurring in conjunction with the renter's use and occupancy of the property;
- b. damage to the property occurring in conjunction with renter's use and occupancy of the property, and;
- c. negligence or breach of this agreement (to include venue policies) by the renter and/or renter's employees, contractors, agents or guests.
- d. Food or any food stuff that is supplied by Renter or an unlicensed caterer.
- e. Any pictures taken at the event used by Owner for their own purposes.

11. Force Majeure: The Owner will not be liable for any failure or delay in the performance of an obligation under this agreement due to acts outside of their reasonable control, to include, but in no way be limited to, acts of God, accident, riot, war, terrorist act, epidemic, pandemic,

quarantine, civil commotion/unrest, natural catastrophe, governmental acts or omissions, changes in laws or regulations, strikes, fire, explosion, utility outages. For purposes of avoiding doubt, this does not include a party's financial inability to perform its obligations hereunder.

12. Assignment: Renter shall, under no circumstances, assign this agreement, in whole or in part, without the express written consent of the Owner.

13. Notices: All notices required or permitted by this agreement shall be in writing and shall be deemed to be given upon the earlier of either actual receipt at the addresses set forth below or three (3) days after mailing by certified mail, return receipt requested, addressed to the parties at the following addresses:

Owner: 3570 W. Smithville Western Road, Wooster, OH 44691

13. Quiet Enjoyment: Renter shall peaceably and quietly enjoy and possess the premises throughout the applicable term, subject only to the conditions otherwise set forth herein.

14. Miscellaneous: This agreement is the entire agreement of the parties and supersedes any prior negotiations. This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. No waiver of any provision of this lease shall be effective unless in writing and no waiver on one occasion shall constitute a waiver on any further occasion.

15. Severability: The provisions of this agreement shall be severable and the invalidity of one provision shall not affect any others.

The renter agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This form has been made possible by Willow Haven Event Center