

Event Space Rental Agreement and Contract

Agreement made on _____ by and between Round Up Wedding and Event Center, hereafter referred to as “Round Up Events” and _____, hereafter referred to as “Client”. Client agrees to hire, and Round Up Events agrees to make available, the use of the Barn located at 2802 MT-21, Augusta, MT 59410 according to the following terms and conditions.

Client Name	
Client Name	
Phone(s)	
Address	
City, State, Zip	
Email(s)	

Date of Event		
Type of Event		
Set-Up starts at		
	Event start time	
	Event end time	
	Clean up end time	
	Total hours	
	Number of attendees	

Special Liability Insurance

A copy of your Special Event Liability Insurance is due no later than ten (10) days prior to your event. This date is _____ . Otherwise, the credit card on file will be held for damages, should they occur.

Cancellation Policy

The **Client** must provide a dated, written request for cancellation. Upon cancellation by Client the following the schedule will apply:

- 90 days prior to the event, 50% initial deposit non-refundable
- 60 days prior to event, 75% of initial deposit non-refundable
- 30 days prior to event, 100% of initial deposit non-refundable

No refunds will be made when the event was canceled by Round Up Events due to the Client's noncompliance with terms and conditions.

If circumstances beyond the control of Round Up Events force us to cancel your reservation, Round Up Events will refund all sums paid.

If the full rental payment is not received thirty (30) days prior to your event, Round Up Events reserves the right to cancel your reservation without a deposit refund.

Payments should be made to Round Up Events by check or credit card.

Client Initials _____, _____

Date _____

Additional Terms and Conditions

Reservations

Due to historical age and nature of our Barn and its' architectural features, aspects of an event, including accessibility, decorations, events, and hours or operations will be handled on a case-by-case basis. All rental fees are subject to change due to time of year, number of attendees, and hours of events.

A signed contract, the Save-the-Date Deposit of a minimum 50% the total fee is due on the day of booking, as well as a refundable \$1,000 security deposit is required to hold your reservation.

The **balance** of your venue rental fee is due thirty (30) days prior to your event.

That date is _____.

Hours of Operation

Events may not last beyond 1 a.m. without prior approval of the Round Up Events staff. This 1 a.m. deadline includes cleanup time. The Client will be charged \$150.00 per hour if the event and/or cleanup time exceeds 1 a.m. or if it exceeds a delegated deadline previously approved by staff.

The Client is responsible for ensuring guests leave the building at an appropriate time for Client to cleanup prior to deadline.

Arrangements must be made by the Client to have all rental equipment picked up and removed from the facility the same day as the event before the event's time deadline, unless there is a prior approval.

Round Up Events is not responsible for any damage or theft of items left by the Client or any guest attending the Client's event. Round Up Events will not be responsible for items left behind before, during or after an event.

_____ Client Initials

Full-Service Contract

Upon request and prior approval, the Client may elect Round Up Events staff to oversee the following:

- Catering
- Setup and decoration prior to the event
- Clean and remove decorations following the event

This is a full-service contract

_____ Client initials

Catering

All must be prepared by, brought onto the premises by, and served by a Client or a caterer that is designated by the Client. The Client or their caterer shall coordinate with event center staff two (2) days in advance in order to confirm catering staff arrival time. A minimum of one catering staff person is required to be on duty at all times during the catered event.

Our Barn is a smoke-free facility. The Barn is located a potentially flammable historic building. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated.

- Client will oversee catering the event
- Round Up Events will oversee catering the event
- Event will not be catered

_____ Client initials

Decorations

Decorations may not be fastened to the walls with thumb tacks, nails, or staples. Pushpins and masking tape are permitted but must be removed at the conclusion of the event.

Candles must be completely enclosed in a glass or non-flammable holder.

The use of glitter, metallic confetti, straw, rice, birdseed and/or hay is prohibited in the Barn and on the grounds.

Immediately following the completion of the function, all decorations, trash or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away.

When in doubt about decorations deemed acceptable, the Client must consult with Round Up Events staff. Failure to do this may result in damages and/or excessive wear and tear. The cost to clean and repair will be deducted from the security deposit at a minimum of \$300.

- Client will oversee decorations
- Events center staff will oversee decorations

_____ Client initials

Restrooms

Events larger than 75 guests require the Client to rent a portable toilet. There must be one (1) portable toilet for every 75 guests (150 guests=2 portable toilets, and so on).

- Client will not need to rent portable toilets
- Client will need to rent _____ portable toilets to accommodate _____ guests

_____ Client initials

Cleanup responsibilities

Cleanup is the Client responsibility. The Client is expected to provide sufficient supervision to minimize spillage of food and beverages on the facility floors during the rental event.

Any Client leaving excessive trash in the Barn or outside the doors is subject to additional charges. All or a portion of the security deposit will be withheld if the facility is not adequately cleaned or damage occurs.

The Client must finish the cleanup no later than the time the Client has identified as the ending time for his or her event. The Client is responsible for the following cleaning duties:

All tables must be cleared of all items such as table linens dishes decorations etc.

All trash must be placed in the receptacles up provided. If any trash will not fit into the receptacles, such as boxes or large items, these must be broken down and taken out the trash dumpsters located behind the building. Round Up Events will provide additional trash liners if needed.

All decorations must be taken down and removed from the facility.

The Client is responsible for all kitchen clean up. The kitchen area must be thoroughly cleansed and returned it to its original level of cleanliness. This includes all work areas, ovens, refrigerators sinks and floors.

- Round Up Events will be in charge of cleanup and removal of decorations
- The Client will be in charge of cleanup and removal of decorations

_____ Client initials

Lost and Found

Round Up Events takes no responsibility for personal effects and possessions 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.

_____ Client initials

Rehearsal

The Client is welcome to use the venue for a ceremony rehearsal practice one day prior to the wedding. However, ceremony practice times must be approved by Round Up Events staff. Times are sensitive to any other events that may be occurring.

_____ Client initials

Promotions and Copyright

It is important to us that you have a fantastic and successful event. Should Round Up Events be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event.

We are happy to provide professionally created images and logos of Round Up Events for promotional needs.

Round Up Events also reserves the right to take pictures and video of your event and use them for our marketing and promotional purposes.

_____ Client initials

Miscellaneous policies

- Live animals, except service animals, may not be brought onto the premises.
- The Client and his or her guests are restricted to the rental area.
- Round Up Events staff may enter any of the rented premises at any time on any occasion.
- The Client must ensure that the number of guests does not exceed the stated amount.
- Damage to the building: in cases where property has been damaged or abused beyond normal wear, the Client will be billed for all damage and additional cleanup.
- Round Up Events does not provide short or long-term storage. It is not available before or after a rental event. All decorations, props, rented furniture, beverage dispensers and personal belongings must be removed at the end of an event.
- There's ample complimentary parking for all guests.
- Campers are permitted on the grounds at a fee of \$10 each, per day. There are no hook ups available.
- Rental of the on-site pig cooker is \$200 per event.
- The Client to pay for any propane used for the heating system during rehearsal and/or event.

_____ Client initials

Insurance and security requirements

Insurance

Special event liability insurance is required of all Clients and is due no later than 10 days prior to your event. The insurance must, at Clients sole expense, provide and maintain public liability and personal property damage insurance, insuring Round Up Events and Round Up Events employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury, and other loss arising out of Clients 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 no less than \$1,000,000 and a general aggregate liability of not less than \$2,000,000. Round Up Events shall be named as an additional insured of said policy.

If unsure, please inquire with Round Up Events staff for the name of an agent to contact to secure certificate.

- Client understands they will need to obtain insurance coverage, as outlined.
- Client understands that proof of insurance is due no later than 10 business days prior to the event. That date is _____.
- Client understands that the inability to secure said insurance coverage within 10 business days of the event may result in immediate event cancellation and no deposits will be returned to the Client by Round Up Events.

_____ Client initials

Additional Certification

Any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their Certificate and Catering License to Round Up Events at least one month prior to the event.

_____ Client initials

Security

When applicable, Round Up Events may require adult chaperones for youth activities. A list of the chaperones must be submitted to Round Up Events at least ten (10) days prior to the event. The list must include full name, address, and phone number.

Client and Guest Conduct

There is absolutely no drug use of any kind tolerated on premises.

Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion.

Client and guests shall use the premises in a considerate matter always.

Conduct deemed disorderly at the sole discretion Round Up Events staff shall be grounds for immediate expulsion from the premises and conclusion of the rental. In such cases no refund of the rental the shall be made.

_____ Client initials

Smoking

- There is no smoking within 25 feet of the Barn.
- Smoking is not allowed inside the Barn or restrooms.
- Round Up Events will provide adequate smoking containers for use outdoors as needed.
- If smoking materials are discarded in planters, sidewalks, or grounds, an extra cleanup charge will be imposed.
- Any guests violating the smoking restrictions may be asked to leave by Round Up Events staff.

_____ Client initials

Alcoholic beverage policy

Round Up Events shall abide by all laws of the state of Montana concerning the use and serving of alcohol. A Client wishing have alcohol at their event must abide by the following regulations regarding alcohol use in Round Up Events facilities:

- Alcoholic beverages may be consumed without a permit when there's no monetary exchange for the beverage and when there's no admission charge for the event.
- In the case of monetary exchange for alcohol a licensed caterer is required. Please note that the caterers' insurance only covers the alcohol beverages not Round Up Events.
- Necessary licenses to sell alcohol will be obtained. Any group who sells alcohol or charges an admission fee and serves alcohol must obtain a temporary liquor license from the state of Montana alcoholic beverage control board. A copy of license must be on file with Round Up Events ten (10) business days prior to the event.

- Alcohol will be served
- Alcohol will not be served

_____ Client initials

Responsible Beverage Service Policies and Procedures

- Proof of age will be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description and photograph. Servers will confirm that the ID is that of the presenter.
- Nonalcoholic beverages (sodas, juices, water, etc.) will be promoted and made available for the duration of any event where alcohol beverages are sold are served.
- At events of 3 hours or longer alcoholic beverages service will be stopped 1 hour before the end of the event.
- No alcoholic beverages may be brought into or taken out of the event by guests or participants.
- The Client agrees for everyone's safety to ensure alcoholic beverages are consumed in a responsible manner.
- Round Up Events reserves the right in its exclusive discretion to expel anyone who in his judgment is intoxicated or under the influence of alcohol and drugs or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Round Up Events or the safety of its staff, guests, or building contents.

_____ Client initials

Summary of pertinent Montana State laws

- It is illegal to give serve or sell alcoholic beverages to any person under the age of 21. This law applies to parents and other family members of minors.
- Identification as evidence of age must be issued by government agency state or Federal (i.e., a valid driver's license). Documents altered in any way are unacceptable.
- It is illegal to server sell alcoholic beverages to an obviously intoxicated person.
- It is illegal to be intoxicated in public.
- It is illegal to drive under the influence of alcohol or the blood alcohol level of 0.08% or higher.
- One-day licensed alcohol servers/sellers must be 21 years of age or older.
- Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.

- Client acknowledges and understands the policies and procedures of state law regarding alcoholic beverages.

_____ Client initials

Indemnification

Client agrees to defend, indemnify, and hold harmless Round Up Events and its employees from and against any and all claims, demands, causes of action or liabilities incurred by Round Up Events or its employees, arising from the Clients acts or omissions under this agreement or any act or omission of Clients vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of the Client, except as may arise from the negligence or willful misconduct of Round Up Events or its employees.

Round Up Events will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contact. The Client will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

Client agrees to abide by this agreement and acknowledges having received a copy thereof. Client will be held financially responsible for any damage to the facility or equipment, but which occurs through the Client meeting or event at the facility.

_____ Client initials

Attorney fees

In the event Round Up Events retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the cost of any legal action.

_____ Client initials

City, County, State and Federal laws

The Client agrees to comply with all applicable city, county, state, and Federal laws, and shall conduct no illegal act on the premises.

_____ Client initials

Agreement

By signing below, the Client acknowledges they have read and agree to all above terms and conditions:

Date

Client signature

Client signature

Client signature

Client signature

Organization, *if applicable*

Electronic Funds Transfer Authorization

Please complete and sign this form to authorize of Round Up Events to charge your debit or credit card as listed. This permission does not provide authorization for any unrelated debits or credits to your account.

I, _____,

Client Name

authorize Round Up Events to immediately charge my debit or credit card a Save-the-Date deposit and security deposit in the amount of \$_____.

I, _____,

Client Name

authorize Round Up Events to charge my debit or credit card no earlier than

(30 days prior to my event)

the remaining balance in the amount of \$_____.

OR

- I will pay my remaining balance through another method to be given at a later time.
- I understand that is solely my responsibility to contact Round Up Events to pay the remaining event fee balance no later than 30 days prior to my event.
- I understand failure to pay my balance 30 days prior to my event may result in event cancellation with no refund made by Round Up Events.

Client Signature _____ Date _____

Electronic Funds Transfer Authorization

Card Type Visa Mastercard AmEx Other:

Name on Card

Card Number ---

Expiration Date /

CVC

Cardholder Zip code

I authorize Round Up Events to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of the credit card and that I will not dispute the payment with my credit card company so long as the transaction corresponds to the terms indicated in this form.

Client Signature _____ Date _____