

# Legacy on Main Street

## EVENT RENTAL AGREEMENT AND CONTRACT (Policies and Regulations)

This is a Rental Agreement and Contract between Legacy On Main Street (Herein after known as "Legacy" or "Legacy Event Center") and \_\_\_\_\_ (Herein after known as CLIENT).

Address: \_\_\_\_\_

Phone# (primary): \_\_\_\_\_ Phone# (secondary): \_\_\_\_\_

Email address: \_\_\_\_\_

### USE OF FACILITIES:

Type of Event: (check all that applies)  Wedding  Reception  Reunion  Business Meeting  Party (Type) \_\_\_\_\_  
 Other \_\_\_\_\_

Event Date: \_\_\_\_\_ Set-Up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_

Event End Time: \_\_\_\_\_ Clean Up Time: \_\_\_\_\_ Est. Number of Guests \_\_\_\_\_

### SERVICES PROVIDED

- **Staff:** A Legacy Representative may be on duty during the entire event. The Legacy Representative will open the Facility and provide information and direction as needed. The Representative will not be available to serve or decorate and will not be involved in the Event unless this service is paid for.
- **Tables, Chairs, and Stage:** Such items are provided upon request and will be set up and taken down by the Legacy Staff. Tables and chairs are not to be taken outside by the CLIENT or any guest attending the Event.
- **Parking:** There is no cost for parking in the area surrounding Legacy On Main Street. This is public parking.

### POLICY FOR BAR SERVICE AND CATERING

Bar service is provided by Legacy On Main Street, LLC. Outside alcohol or bar services are not permitted. No bar service will be permitted at any youth oriented events. All food service must be provided by a Legacy approved caterer. Self-Service catering is not permitted. Caterers may be added pending venue approval.

- The Event will need catering services  
 Event will not be catered

\_\_\_\_\_ CLIENT Initials

### POLICY FOR NON-CATERED EVENTS

CLIENT may bring in and serve simple or prepared food items. The following are examples of simple or prepared food items: continental breakfast, boxed lunches, sandwiches, pizza, party trays, etc. No heating elements are permitted (i.e., Sternos, chaffing dishes, hot plates, steam trays, barbecue grills, fondue pots, etc.) CLIENT is responsible for all setup, serving, and clean up; all of which must occur during the rental period. ALL kitchen appliances and equipment are off limits. Legacy On Main Street must be informed no less than ten (10) days prior to the rental period if you plan to serve any non-catered food.

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### MISCELLANEOUS POLICIES

- Live animals, except for service animals, may not be brought onto the premises.
- CLIENT and his/her guests are restricted to the rental area.

- Legacy On Main Street will not be responsible for items left behind, before, during or after an Event.
- Legacy On Main Street reserves the right to take photographs of rental Events for its own records and for promotional and marketing use.
- Legacy On Main Street does not provide storage, either before or after a rental event. All decorations, props, rented furniture, and personal belongings must be removed at the end of the event.
- Children must be accompanied by an adult at all times. Parents of unattended children will be asked to leave the event with their children.
- Children under the age of thirteen (13) are not allowed in the event center kitchen or bar area at any time.

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**DECORATIONS**

Legacy On Main Street wants to make every event a special and welcoming experience. Therefore, every effort will be made to allow CLIENT to prepare decorations reflecting their creative requirements.

Decorations may NOT be fastened to the walls with thumb tacks, nails, or staples. Drafting tape is 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, or hay is prohibited in the facility and/or on the grounds. No rice, birdseed, or other similar items shall be thrown in or around the Facility. Immediately following the completion of the function, all decorations, trash, or other debris must be thrown away and removed from the facility. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, CLIENT must consult with Legacy On Main Street 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 be in charge of decorations
- Legacy On Main Street will be in charge of decorations

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**PAYMENT POLICY**

A fifty percent (50%) deposit of the room rental fee is due at the time the CLIENT enters into this Agreement. This is required as an initial deposit. The remaining balance of total costs is due no less than thirty (30) days prior to start of the event. Legacy accepts payments in the form of check, money order or cashier check made payable to “Legacy On Main Street.”

\*Initial deposit= 50% of room rental + Security Deposit

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**SECURITY DEPOSIT AND DAMAGES**

A Security deposit check made payable to Legacy On Main Street is required and due ten (10) days prior to the event. Please note this deposit is separate from the down payment to secure the date and space. This deposit will be refunded within three (3) days following the rental period provided the premises are maintained and left in the same condition as when rented, and satisfactory to the Legacy On Main Street management. However, if any cleaning or repairs deemed necessary beyond normal use will be charged and deducted from the security deposit. Failure to remove or clean will result in additional fees. If the building or any part of the premises or its contents, including furniture or artwork is damaged during the event, CLIENT will be solely responsible for such damage.

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**INSURANCE AND LIABILITY**

Special Event Liability Insurance is required for ALL CLIENTS and Caterers at events where alcohol is served. Established Catering Services may use their license and insurance to cover this. The insurance must, at CLIENT’S sole expense, provide and maintain public liability and personal property damage insurance, insuring Legacy On Main Street employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of CLIENT’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 \$1Million and general aggregate liability of not less than \$2 Million. Legacy On Main Street shall be named as an additional insured of said policy. Please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to Legacy On Mai Street, naming Legacy On Main Street as stated, and will be delivered at least two weeks prior to the event.

All CLIENTS must sign a Release of Liability Form prior to the event.

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**LIABILITY**

CLIENT agrees to indemnify, defend, and hold Legacy On Main Street, its Landlord, building owners, officers, employees and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by CLIENT, its employees, and agents of alcoholic beverages at Legacy On Main Street.

In the event Legacy On Main Street, its Landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, CLIENT agrees to pay Legacy On Main Street, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, and costs of suit incurred by Legacy On Main Street, including all collection expenses and interest due.

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**CAPACITY**

CLIENT understands that the maximum capacity of Legacy Jr. is fifty (50) people and the maximum capacity of Legacy On Main Street large room is one hundred fifty (125) and will not exceed this limit.

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**NOISE**

CLIENT agrees to control noise level at the event such that it not disturb neighboring occupants. In the event that CLIENT’S event creates a disturbance due to high noise volume, CLIENT shall immediately reduce the volume. If repeated disturbances are created, at Legacy On Main Street discretion, CLIENT may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to CLIENT.

NOTE: Music must end by 10 p.m. during the weeknights and by midnight on weekends. Additional time can easily be added provided the volume is modest and does not disturb neighbors.

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**CANCELLATION POLICY**

CLIENT must provide a dated, written request for cancellation. Upon cancellation by CLIENT the following fee schedule will apply:

- 72 hours after signing contract: \$100 administration fee deducted
- 90 days prior to event: One quarter (25%) of initial deposit nonrefundable
- 60 days prior to event: One half (50%) of initial deposit nonrefundable
- 30 days prior to event: Total (100%) of initial deposit nonrefundable
- 100% of the security deposit WILL be refunded.

No refunds will be made when the event is canceled by Legacy On Main Street due to the CLIENT’S noncompliance with terms and conditions.

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**CLEAN-UP RESPONSIBILITIES**

- Clean-up is the CLIENT’S responsibility. CLIENT is expected to provide sufficient supervision to minimize spillage of food and beverages on the Legacy’s floors during the rental event.
- Any CLIENT leaving excessive trash in the meeting room(s), kitchen, restrooms, foyer, and/or outside of the facility doors is subject to additional charges. All, or a portion, of the security deposit will be withheld if the Legacy is not adequately cleaned, or if damage occurs.
- CLIENT must finish the clean-up no later than the time the CLIENT has identified as the ending time for his/her event. The CLIENT is responsible for the following cleaning duties:
  - All tables must be cleared of all items that belong to the CLIENT such as decorations, etc.
  - All trash must be placed in the receptacles provided. If any trash will not fit in the receptacles, such as boxes or large items, these must be broken down and taken out to the trash dumpster located beside the building.
  - All decorations must be taken down and removed from the Legacy.

- o CLIENT is responsible for all kitchen clean-up, if used. The kitchen area must be thoroughly cleaned and returned to its original level of cleanliness. This includes all work areas, ovens, refrigerators, sinks and floors.

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### SECURITY

- Legacy On Main Street may require a security staff for events in which size, program and/or nature of the program indicate such needs. The Center will arrange for security to be paid for by the CLIENT.
- The security requirement will be one security guard for every 100 persons in attendance. The price for security will be \$ 50 per hour per security guard (minimum of four hours) and \$ 25 per hour per each additional officer per hour thereafter.
- When applicable, the Legacy may require adult chaperones for youth activities. A list of these chaperones must be submitted to the Legacy at least ten (10) days prior to the event, including their addresses and phone numbers.

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### CONDUCT AND SMOKING

There is absolutely no drug use or smoking of any kind tolerated on the premises OR within twenty five (25) feet of the building, including loitering or congregating outside on the sidewalk at any time during the event. 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 manner at all times. Conduct deemed disorderly at the sole discretion of Legacy On Main Street staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the rental fee shall be made.

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### ALCOHOLIC BEVERAGE POLICY

Legacy On Main Street shall abide by all laws of the State of Oklahoma concerning the use and serving of alcohol. Each CLIENT wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the Legacy's facilities.

- 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 I.D. is that of the presenter.
- Non-alcoholic beverages (sodas, juices, waters, etc.) will be promoted and made available for the duration of any event where alcoholic beverages are sold or served.
- At events of three (3) hours or longer, alcoholic beverages service will be stopped one (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.

Alcohol will be served

Alcohol will not be served

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### SUMMARY OF PERTINENT LAWS

CLIENT 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 and non-smoking facility at all times, NO EXCEPTIONS.

CLIENT understands it is illegal to give, serve or sell alcoholic beverages to any person under age twenty-one (21). This law applies to parents and other family members of minors.

- Identification as evidence of age must be issued by a government agency (state or federal) (i.e. valid driver's license). Documents altered in any way are unacceptable.
- It is illegal to serve or 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 with a blood alcohol level of .08% or higher.
- Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.

CLIENT agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Legacy On Main Street reserves the right, in its exclusive discretion, to expel 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 Legacy On Main Street or the safety of its staff, guests, or building contents. **Client acknowledges and understands the policies and procedures and State Law regarding alcoholic beverages:**

\_\_\_\_\_CLIENT Initials

**RIGHTS**

It is Legacy On Main Street policy that the use of the facilities should be consistent with the objectives of the Civil Rights Act of 1964. Facilities shall not be made available to any group or organization that practices discrimination based on race, creed, color, sex, national origin, age, sexual orientation or condition of handicap.

Legacy On Main Street reserves the right to deny any event activity or equipment in its sole and absolute discretion. Additionally, Legacy On Main Street reserves the right, in its sole and absolute discretion, to deny any guest of the CLIENT access to the event center.

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**ENTRY AND EXIT**

CLIENT agrees that Legacy On Main Street staff may enter and exit premises during the course of the event. A representative of Legacy On Main Street will be checking periodically with the responsible parties to insure everything is working smoothly. We will be checking the bathrooms, the overall premises and will be available for questions or to respond to needs or issues that may arise at any time.

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**PROMOTIONS AND COPYRIGHT**

It is important to us that you have a fantastic and successful event. Should Legacy On Main Street be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. Legacy On Main Street is our name. Please do NOT shorten it. We are happy to provide professionally created images of our space for promotional materials.

We hope you will refer others here and are happy to answer any questions you might have about the types of events we do.

\_\_\_\_\_CLIENT Initials

**INDEMNIFICATION**

CLIENT agrees to defend, indemnify and hold harmless Legacy On Main Street and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by Legacy On Main Street or its employees, arising from CLIENT’s acts or omissions under this Agreement or any act or omission of CLIENT’s vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of CLIENT, except as may arise from the negligence or willful misconduct of Legacy On Main Street or its employees. Legacy On Main Street 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 contract. CLIENT will be responsible for the control and supervision of the people in attendance during the use of the Center 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, which occurs through the CLIENT’s meeting or event at Legacy On Main Street.

Additional Information:

*By signing below, CLIENT acknowledges that s/he has read and agrees to all above terms and conditions.*

CLIENT

LEGACY ON MAIN STREET, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Organization (If Applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date