

State of _____

PARTY RENTAL AGREEMENT

This Party Rental Agreement (this "Agreement") is made by and between _____ ("Owner") and _____ ("Renter") as of this _____, 20___. Owner and Renter may be referred to individually as "Party" and collectively as "Parties."

For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Rental Space. Owner agrees to rent to Renter, and Renter agrees to rent from Owner, according to the terms and conditions set forth herein, the space described as a/an: (Check one) banquet hall party room outdoor area private residence other: _____ located at _____ [Address] (the "Rental Space").

2. Event Details. Renter agrees to rent, occupy, and use the Rental Space for the following type of event (the "Party"):

3. Rental Period and Access. The term of this rental will be from _____, 20__ (the "Party Start Date") to _____, 20__ (the "Party End Date"). Renter will have access to the Rental Space from _____: AM/PM on the Party Start Date for setup and must vacate the Rental Space by _____: AM/PM on the Party End Date, unless otherwise agreed to by Owner.

4. Rental Fee and Payment. (Check one)

A non-refundable reservation deposit of \$ _____ (the "Reservation Deposit") is required upon signing this Agreement, which will be applied towards the total rental fee amount of \$ _____ (the "Total Rental Fee"). The balance of \$ _____ is due _____ days prior to the Party Start Date.

A refundable reservation deposit of \$ _____ (the "Reservation Deposit") is required upon signing this Agreement, which will be applied towards the total rental fee amount of \$ _____ (the "Total Rental Fee"). The balance of \$ _____ is due _____ days prior to the Party Start Date. The Reservation Deposit is refundable until the Total Rental Fee payment is made.

Full payment of \$ _____ (the "Total Rental Fee") is due and payable upon signing this Agreement.

Full payment of \$ _____ (the "Total Rental Fee") is due _____ days prior to the Party Start Date.

Acceptable payment methods are: (Check all that apply)

- cash
- credit card
- personal check
- cashier's check
- money order
- electronic transfer
- other: _____



Checks should be made payable to: _____ [Name] and sent to:
_____ [Address]. A fee of \$_____ will be charged to
Renter for dishonored checks.

5. Security Deposit. (Check one)

Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \$_____. This deposit will be refunded after Renter's departure and an inspection of the Rental Space by Owner, less any deductions for damage to the Rental Space or furnishings, and excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Renter's rental of the Rental Space.

A security deposit is NOT required.

6. Cancellation.

After full payment of the Total Rental Fee, Renter may cancel the Party by notifying Owner at least _____ days before the Party Start Date and receive a _____% refund of the Total Rental Fee. Cancellations made less than _____ days before the Party Start Date will result in forfeiture of the Total Rental Fee.

After full payment of the Total Rental Fee, the Party cannot be canceled and the Total Rental Fee will be forfeited.

7. Rental Space Rules and Restrictions. Renter agrees to abide by the following restrictions imposed by Owner: (Check all that apply)

- Smoking is not permitted inside the Rental Space.
- Pets are not permitted in the Rental Space, except for service animals.
- Noise levels must comply with local sound ordinances, typically from 10:00 PM to 8:00 AM.
- Garbage and recycling must be placed in designated receptacles.
- Use of open flames (e.g., candles, fireworks, lanterns) is prohibited unless prior written approval is obtained.
- Decorations must not cause damage or be affixed with nails, screws, staples, or adhesives that leave residue.
- Alcohol consumption must comply with local regulations and, if provided, must be handled by a licensed caterer or bartender as agreed in advance with the Owner.
- Food may be provided by the lessee or by approved caterers as agreed in advance with the Owner.
- All equipment from outside vendors must be removed immediately following the end of the party.
- Music equipment and lighting must comply with venue policies.
- Other: _____

If any person associated with the Renter's Party fails to follow these rules, the Renter and those individuals may be asked to vacate the Rental Space, and Renter will forfeit all fees paid.

Additional Space-Specific Rules and Regulations (Check if applicable):

At all times while at the Rental Space, Renter agrees to abide by the Rules and Regulations of _____ [Rental Space or association name] and any other restrictions imposed by Owner (the "Rules"), attached to this Agreement as Exhibit A. Renter will ensure that all persons associated with the Party, including vendors and guests, abide by the Rules while at the Rental Space.

8. Maximum Occupancy. The maximum number of persons allowed within the Rental Space at any given time is:



No limit on occupancy.

Limited to _____ people, as determined by local fire, safety, and building codes. Adherence to this capacity limit is mandatory throughout the duration of the Party, including setup and breakdown periods.

Consent for Increased Capacity (Check if applicable):

If the Renter wishes to increase this number, a written request must be submitted to the Owner at least _____ days prior to the Party Start Date. Approval for an increase in capacity is at the Owner's discretion and may be contingent upon additional safety measures or modifications to the venue setup agreed upon by the Renter.

9. Cleaning. (Check one)

- A cleaning fee of \$_____ will be charged to the Renter.
- A cleaning fee will NOT be charged to the Renter.

10. Equipment and Furnishings. The following items will be provided at the Venue:

Furnishings and equipment are subject to change without notice. All items provided, including but not limited to chairs, tables, lighting equipment, and decor, must not be removed from the Rental Space. Any loss of or damage to the Rental Space's furnishings or equipment exceeding normal wear and tear will be charged to the Renter. The Rental Space will be inspected by the Owner after the Renter's departure. All contents of the Rental Space remain the property of the Owner. If any item is damaged or malfunctions, Renter must notify the Owner immediately. Renter is not permitted to alter or rewire any electronic equipment provided at the Rental Space.

11. Force Majeure. (Check one)

- If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Renter shall be entitled to a prorated refund for each night Renter is unable to occupy the Rental Space. Owner will not be liable, or deemed in default, under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.
- No refunds will be given if there is a storm or severe weather (i.e., hurricane, earthquake, forest fire), even if a mandatory evacuation order has been given. Owner will not be liable, or deemed in default, under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

12. Limitation on Liability. Owner is not responsible for any accidents, injuries, or illness that occur at the Rental Space. Owner is not responsible for loss of personal belongings or valuables at the Rental Space. Renter agrees to assume the risk of any harm arising from use of the Rental Space. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO RENTER OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RENTER'S RENTAL OF THE RENTAL SPACE OR USE OF THE RENTAL SPACE. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF RENTER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.



13. Indemnification. Renter acknowledges that the use of the Rental Space is entirely at their own risk. Renter will indemnify, defend, and hold Owner harmless from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of, or damage to, personal property, including injury or death, resulting from the use or occupancy of the Rental Space.

14. Violation of Agreement. If Renter violates any of the terms of this Agreement, including but not limited to maximum occupancy, guests, and Space Rules and Restrictions, Owner may remove Renter from the Rental Space and Renter will forfeit all rent and security deposit paid.

15. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of _____ (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through: (Check one)

Court litigation. Disputes shall be resolved in the courts of the State of _____. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Mediation.

Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

16. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Renter.

17. No Waiver. Neither Owner nor Renter shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

18. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

19. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- personally delivered
- sent by overnight courier service
- certified or registered mail (postage prepaid, return receipt requested)
- facsimile
- electronic email transmission
- other: _____

20. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Renter and its permitted successors and assigns.

21. Entire Agreement. This Agreement (and Exhibit A) represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings, and representations (if any) made by and between the Parties.



SIGNATURES

Owner Signature

Owner Name

**Owner
Name**

**Owner Representative
Signature**

**Owner Representative
Name and Title**

Renter Signature

Renter Name

**Renter
Name**

**Renter Representative
Signature**

**Renter Representative
Name and Title**



EXHIBIT A

Rules and Regulations

See attached.

