

## Venue Hire Agreement for The Quixotic World

This contract for the rental of The Quixotic World LLC (TQW) is made this day,\_\_\_\_, by and between Eric Sacks, hereafter referred to as the Owner, and \_\_\_\_\_ hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 2824 Main Street Dallas, TX 75226 and known as TQW, and whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

- 1. The full rental fee for the use of TQW shall be \$\_\_\_\_\_. Fee includes an event manager. The balance of the rental fee due, less the NON-Refundable deposit described in (3) shall be paid in full 1 month prior to the event date.** Payment can be made by e-check or credit/debit card. **Any money paid (towards the full balance of the rental fee) to the Owner by the Renter is non-refundable once paid.**
- 2. A Refundable \$500 Damage Deposit will be due The Day Of the Renter's Event Date upon arrival. This is Separate from the Rental Deposit.** This will only be used if the Renter or the Renter's guests violate any specific terms listed in this contract (i.e. damage, excessive cleaning, time or guest or table overage, etc.) **The damage deposit can be done via credit card authorization**, which is a 1-3 day hold on the \$500 amount. **The damage deposit can also be in the form of cash. No personal checks.**
- 3. The Renter will pay to the Owner the sum of \$\_\_\_\_\_ on the following date:\_\_\_\_\_ as a NON-Refundable deposit that will be applied to rental charges upon final settlement of accounts.**
- 4. The Renter shall have access to and use of the venue for the following time frame(s) on the following date(s): \_\_\_\_\_ from \_\_\_\_\_ guest arrival time to \_\_\_\_\_ party end time \_\_\_\_\_ for the purpose of hosting the following type of event: \_\_\_\_\_.** Owner shall provide to Renter access to the venue for set up/rehearsal one hour prior to the event, unless otherwise specified at the following time: setup time.
- 5. The Renter will be charged \$125 per half hour or \$250/hr for overage time** if the Renter wants to keep the party going after the event's scheduled end time. The Renter will not be charged for time it takes to gather his/her things, as long as the party has ended at the scheduled end time. The Renter has up to an hour of clean up time to gather his/her things, starting from the event's schedule end time.
- 6. This event will contain the following number range of guests \_\_\_\_\_.**
- 7. This event includes the following items: 4 tables of 8 with tablecloths, chairs with chair covers and bow sashes, centerpieces, red carpet entrance.**
- 8. No Smoking Policy: The Venue has a no-smoking policy that will be strictly enforced.**

9. **Renter is not to use any glitter, confetti, silly string, or rice. Staple guns, duct tape, masking tape, packing tape or any item that would cause damage to the walls, windows or paint are not permitted. Painter's tape is acceptable. Feather boas are also not permitted (scarfs with feathers).**
10. **Candles or anything with flame (except chafing dishes) are not permitted.**
11. **In the event of a Date Change or Cancellation, Renter will Forfeit their Non-Refundable deposit.** However, **in the event of a date change only (NOT Cancellation)**, if 5 months or more notice from the original date is given for the new date, Renter will get credit for only half of their paid deposit toward the new date. If 120-150 days of notice is given, Renter will get credit for only 1/4 of their deposit toward the new date.
12. **Renter shall remove all personal property, decorations and other items that were not present in the venue when Renter took control of it. TQW will not be held responsible for anything left behind.**

## **THE FINE PRINT**

13. In the event that Renter fails to pay the balance due within the time period agreed upon may result in the cancellation of the Renter's event. If the Renter fails to pay the final amount due by 30 days before the event date, the Renter may do so only by cash or credit card.
14. Renter will be liable for any physical damages, missing property, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue. It is the Renter's responsibility to reimburse the owner for any damages that occur during the Renter's rental period that were caused by the Renter or the Renter's guests. An invoice of the damages can be presented to the Renter if requested.
15. The renter is not to use any of TQW's equipment without TQW's permission to do so.
16. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.
17. Illegal use of drugs, narcotics, illegal substances, weapons, guns, knives or fighting by the Renter or any of the Renter's guests on the premises is strictly prohibited and will result in termination of the Renter's event. Renter will be liable for any injuries or death resulting from the use of drugs, illegal substances, alcohol, fighting, guns, weapons, knives by the Renter or any of the Renter's guests during the Renter's event. TQW shall fully cooperate with law enforcement agencies and prosecution of perpetrators of this provision to the fullest extent of the law.
18. The Renter is responsible for not allowing his/herself or any of the Renter's guests to drive home if they are inebriated. All inebriated guests may only leave if they are being driven by a sober guest or taxi. If any inebriated guest attempts to drive home on his/her own, the police will be notified. Additionally, No alcohol served during the Renter's event is to be consumed outside of TQW. Inebriated guests will *Never* be served alcohol.

19. Renter shall comply with all city, state and federal laws during the Renter's hours of rental of TQW and shall be held responsible if any laws are broken. The Renter shall indemnify and hold harmless the Owner against any and all laws that are broken during the Renter's hours of use.
20. **Deliveries:** TQW will accept deliveries on behalf of client; however TQW does not assume legal responsibility for food, beverages, equipment, or other personal property brought into the Venue for events, at any time. All deliveries and pick-ups must be the day of the event (unless prior written approval). TQW is not responsible for any missing items or items left behind by the Renter.
21. **The Renter must comply with the maximum capacity law of no more than a total of 248 people in the building at all times.** The renter is at all times responsible for keeping track of this. If the renter is using a door person, he/she must use the owner's counter to keep track of the number of guests. If any fines from the City of Dallas occur from breaking this law, the renter will be responsible for the immediate payment of these fines, which could range up to \$1,000 or more.
22. Renter must agree that if there is any chance of rain in the forecast, the red carpet entrance with ropes cannot be set up.
23. In the event of a power outage, inclement weather (tornado, ice, etc.) or any other act of G-d, TQW will not be held responsible for the party's cancellation nor for the refunding of any payments, but will offer another event date free of charge on another date of equal or lesser value. TQW will also not be held responsible for reimbursement of payments from other event services that the Renter has hired.

Renter's Printed Name:	Owner's Printed Name: Eric Sacks
Date:	Date:
Contact phone:	Contact phone: (469) 879-7319
Email:	Email: <a href="mailto:eric@TheQuixoticWorld.com">eric@TheQuixoticWorld.com</a>
Address:	Address: 2824 Main Street
City, State, Zip Code:	City, State, Zip Code: Dallas, TX 75226

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.