Rental Agreement & Contract for Art's Place with Compass Occasions LLC. Do not fill out until you receive your invoice.

Please review the contract to ensure the information is correct. Please sign and return with your event deposit to secure your date. We will send the amount due for your event deposit through our invoicing program. Make sure to check your junk folder for the invoice.

Clients Name:
Client phone number:
Client address:
Expected guest count:
Date of event:
I have read, understand, and agree to all the terms of this agreement.
Date:
Please sign here:
Please mail your contract and your non-refundable deposit to:
Compass Occasions
1287 Denver Ave SE
Hutchinson MN 55350
Next steps to secure your date:

1. Now that you have received your contract and invoice, within one week of today's date, please mail a check for the required amount to:

Compass Occasions

1287 Denver Ave SE

Hutchinson, MN 55350

- 2. Once we receive your deposit check and signed contract, you are officially secured. Your date is not confirmed until we have received your signed contract & deposit. Receivement of deposit is confirmation and agreement to all contract terms.
- 3. We secure rentals on a first come first serve basis. If you do not send us your contract within one week, please note your date could be given to someone else.
- 4. 1 month before your event, we will send your final invoice. That is due upon receipt. Failure to pay your final balance at that time may result in the forfeit of your date and the retainer will be non-refundable.
- 5. Any additions to this contract must be made in writing and a new invoice/contract will be sent before any of those items are guaranteed for your rental. Most items are first come first serve and are not guaranteed unless listed on the Quickbooks invoice.

The fine print:

Client's rental deposit is non-nonrefundable. Client shall be charged \$50.00 for each returned check. Compass Occasions LLC. reserves the right to book another event until the deposit & agreement are received. Compass Occasions LLC. will not book an event more than 15 months in advance unless otherwise specified. In the event of non-payment, Compass Occasions LLC retains the right to attempt collection through all legal and permissible means. Client will be responsible for all court fees, legal fees and collection costs incurred by Compass Occasions LLC.

Canceling or rescheduling your event:

- 1. If you cancel your event, you forfeit 100% of your rental deposit. No exceptions.
 - (Please see our COVID-19 related clause below)
- 2. Cancellations initiated by the client less than 3 months before the event will be required to pay 50% of the remaining balance. Cancellations initiated by the client 2 months before the event will be required to pay 75% of the remaining balance. Cancellations initiated by the client 1 month before the event will be required to pay 100% of the remaining balance.
- 3. The contracted date is not transferable. Should the client choose to reschedule, your current contract will be canceled, deposit forfeited and a new contract and deposit will be required.
- 4. Should you not show up on the date of your event, all payments will be forfeited.
- 5. No refunds will be given in cases of inclement weather.
- 6. All cancellations must be sent to hello@compassoccasions.com

Outdoor Patio

Should you decide to add the outdoor patio to your rental, the air conditioning will be turned off in your space. We will not set up the patio furniture if it is raining. If another space is available in the venue, that would be provided as an alternative. In the event no other space is available, you will be refunded your payment. Heat & wind are not an exception.

COVID 19 Clause

Cancellations made by Client due to pandemic related guidelines and recommendations are not an exception. In the case that an event cannot be held due to government restrictions, Compass Occasions will allow the Client to reschedule their event once within a calendar year of their event date. A new contract and deposit will be required to secure the new event date. Under no circumstances will clients be permitted to go against government restrictions and guidelines in hosting their event. This includes following maximum guest allowances. Client assumes all responsibility if they exceed the maximum allowance for their rented space(s) & will incur any fines. Client also assumes all responsibility & liability for following the COVID Preparedness Plan as outlined by the State of MN and Compass Occasions. Compass Occasions is not responsible to ensure guests follow these rules & guidelines. The Client assumes all responsibility. Each space has a maximum allowance of guests and in the event that you exceed the maximum allowance, Compass Occasions reserves the right to end your event and ask you to leave. In the event that gathering restrictions cause decreased capacity, guests may be required to add additional spaces to their rental or decrease their guest count. This cost will be added to the clients final invoice.

Venue rules

Failure to comply with the following will result in additional fees starting at \$100 per incident:

- 1. No confetti, bird seed, rice, bubbles, smoke machines, smoke bombs, sparklers, helium balloons, open flamed candles (with the exception of birthday cake candles), or glitter inside or outside of the space.
- 2. No tacks, adhesives (3M strips), nails, staples, glue etc. on walls or ceiling. No holes are permitted anywhere in the building. Additions of decor to the wall or ceiling must have previous consent.
- 3. Electronics & décor cannot be removed from the walls.
- 4. Guests & vendors are not permitted in the basement under any circumstances. Failure to comply results in a \$300 fee.
- 5. Guests & vendors are only permitted in the spaces they have rented. Other spaces will be closed and guests are not permitted to enter spaces not rented. The spaces will be sanitized for other events and if you or your guests enter the space, you will be charged a \$100 cleaning fee per room.

- 6. Guests & vendors are not permitted to move our furniture, change the thermostat, open the windows, open the garage door, or take items & supplies from our closets and shelves. Failure to comply results in a \$100 reset fee per room.
- 7. Guests are not permitted to move tables and chairs outside or expand their party outdoors. You can add our patio upgrade for \$100.
- 8. You are not permitted to exceed the maximum guest allowances for the spaces at the DIY level.
 - a. The Show Room (50 people)
 - b. The Shop (72 people)
 - c. Glass Room (40 people)
 - d. The Mezzanine (15 people)
- 9. In the event that your event exceeds your rental period, \$50 per half hour per space will be charged.. Please make sure to include enough time for the set up and tear down of your event in your rental.
- 10. Under no circumstances are you permitted to sell alcohol during your event. (Please see our Alcohol section for more details.)
- 11. Do not rearrange furniture. If you wish to have a different layout, please request a quote.
- 12. You are required to remove any of your excessive personal garbage from the space. We provide 1 32 gallon garbage and 1 bag & a recycling bin. If you fill this, you are responsible for the excess.
- 13. If you rent the kitchen, you must complete the kitchen clean up list.
- 14. Please do not unplug/alter anything in our technology cabinet.
- 15. If the contactless check in/ check out sheet is not completed correctly and tasks are left not done, a \$50 service fee for every task not completed will charged

Vendors

- 1. You are permitted to select any vendor. We have a vendor list of vendors who have worked in the space available upon request.
- 2. In the event that the hired vendor does not carry out their contract to the specifications of the client, Compass Occasions LLC. is in no way responsible. Vendors who are hired by the Client are also bound by the terms of this agreement. Responsibility for enforcement of the terms resides with the Client. Please do your own due diligence with vendor interviews and reading reviews.
- 3. If the Vendor uses our catering kitchen, they are required to complete our clean up list. Failure to do so may result in the loss of your security deposit or an additional cleaning fee. Caterers are responsible for clean up and garbage.
- 4. Set-up time for vendor deliveries must occur during your rental time. This includes, but is not limited to, deliveries of cake, flowers, DJ equipment, decorations, etc. Decorations and other items must be removed immediately following your event during your rental time.

Alcohol

- 1. You must hire a licensed bartending service if you wish to serve hard alcohol during your event.
- 2. Beer & wine may be brought in by the client to give away at no cost to their guests. Under no circumstances are you allowed to charge for alcoholic beverages.
- 3. If a client purchases their own beer/wine, they must sign our alcohol waiver to assume all responsibility for serving alcohol. This must be presented to Compass Occasions before your event.
- 4. In the event that the client wishes to bring in their own beer/wine, Compass Occasions will assume no responsibility over any aspect of this. We will not purchase, serve, or clean up any of the alcohol items. 5. No one under the age of 21 is permitted to drink alcohol. Client is responsible to ensure this does not happen. If Compass Occasions LLC. observes under age drinking, police will be notified and the event will be shut down immediately.

Parking

There are parking options around Art's Place. The parking lot to the North of the building is a city owned lot and limited parking is available. Designated spots indicate overnight parking options. Guests are welcome to park in the city owned lot to the West of the building and along Franklin Street. We are not responsible for lost or stolen items or in the instance a guest is towed.

Animals/Pets

Animals are not permitted at Art's Place, with the exception of service dogs while performing their duties.

Photography Release

By signing the rental contract, the client consents that Compass Occasions LLC. has the right to take photographs of your event. The client also gives Compass Occasions LLC. permission to use these photos in our advertising & social media. You understand there will be no financial or other payment for the use of these images.

FYI

If you have not rented the entire space, other events could be happening while you are here. The Shop & The Show Room share a hallway for their restrooms. Each event will have a designated entrance and exit but will share the bathrooms. The Mezzanine is accessible through The Shop up a staircase. It is not handicap accessible. Sound is audible from other events, even with the doors closed.

Masks/COVID-19

As of June 1, 2021 masks are no longer required at Art's Place for more information please visit the MN Department of Health.

Force Majeure

Compass Occasions LLC. shall not be liable in damages for any delay or default in performing if such delay or default is caused by conditions beyond its control including, but not limited to: Acts of God or public enemy, flood, lightning, drought, earthquake, fire, landslide, hurricane, cyclone, tornado, explosion, civil disturbance,

pandemic, terrorist act, military action, action of court or public authority, strike, work-to-rule action, go-slow or similar labor difficult, government restrictions (including the denial or cancellation of any liquor, export or other necessary license), wars, in- surrections and/or any other cause beyond the reasonable control of Compass Occasions LLC.

Release of Liability

Compass Occasions LLC. are released from liability for any injury, disability or property damage or other claim that might be incurred during or as a result of dancing, alcohol consumption or other physical events at your event. The signor understands and agrees that this operates as a full assumption of responsibility and risk for injury, property damage, and all other claims arising out of your event and this release of claims and liability is intended to be as broad and inclusive as is permitted by the law of Minnesota.