



FACILITY RENTAL AGREEMENT

Contact Information

Host Name: _____ Organization (if applicable): _____
 Telephone Number: (H) _____ (W) _____ (C) _____
 Email Address: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____

Event Information

Event Name: _____ Event Date: _____
 Start Time: _____ End Time: _____ Guest Count: _____

Calculated Minimum Spend (\$25 per Attendee): _____

Event Pricing

Entire Facility Fee: \$200 per hour
 ***Patio Only Fee: \$100 per hour
 Minimum Spend: \$25/person
 Service Charge: 20% of Minimum Spend

***available Thursday – Sunday from noon – 6pm

Facility Rental Fee – non-refundable; serves as deposit and required to secure event date

Minimum Spend- the minimum amount that needs to be spent at the bar. This is calculated at \$25 per attendee, before tax. If this amount has not been reached by the end of the event, the reserving party is responsible for paying the remaining balance or may purchase bottles/merch to meet the minimum.

Service Charge – This is calculated at 20% of the minimum spend.

Bar Type

Please Select Bar Type:

Cash Tab- Attendees pay for any items purchased themselves. If the minimum bar spend is not met, the reserving party is responsible for the remaining balance.

Host Tab- Reserving party pays for all items purchased by attendees. If there is a remaining balance under the Bar Minimum, the reserving party is responsible for the remaining balance.

Split Tab- Reserving party pays for a certain dollar amount or certain number of drinks per attendee. Following that, Attendees pay for any items purchased themselves. If there is a remaining balance under the Bar Minimum, the reserving party is responsible for the remaining balance.

- \$ _____ Starting Tab or _____ Drinks per person

Upgrades/Add Ons:

Custom Batched cocktail: \$5 per person

- Work with us to create and name a cocktail to be served as a complimentary welcome for your guests.

Non-Alcoholic Beverage Package: \$1.50 per person

- Coke, Diet Coke, Sprite, and water served to guests unlimited throughout event

No outside beverages of any kind are permitted on site, this includes non-alcoholics.



Contact Information:

1. Vendor Type: Catering Dj/Band Photographer Other: _____
Company/Individual Name: _____
Phone: _____ Email: _____
Arrival Time: _____ Departure Time: _____

2. Vendor Type: Catering Dj/Band Photographer Other: _____
Company/Individual Name: _____
Phone: _____ Email: _____
Arrival Time: _____ Departure Time: _____

3. Vendor Type: Catering Dj/Band Photographer Other: _____
Company/Individual Name: _____
Phone: _____ Email: _____
Arrival Time: _____ Departure Time: _____

Set Up/Break Down

Hosts are solely responsible for the set up and break down of the event. The venue is accessible for set up 2 hours prior to event start time. Break down time is one hour following the event's end time. We ask that everything be left as it was found. Should more time be necessary, please communicate with the event manager prior to the date of event date.

Guest Count

Host is responsible for the guest count listed on the agreement. Once deposit is paid, listed guest count cannot be reduced. Should there be a higher number of guests in attendance, the host is responsible for the extra per person price.

Payments

- ❖ The facility rental fee serves as a security deposit and is required upon booking. Customer agrees to deposit requirements and payment schedule listed on contract. Should payment requirements not be met, event reservation will be canceled.
- ❖ Invoices will be sent through our online portal. Checks and cash are acceptable forms of payment (checks should be made out to Oxbow Rum Distillery) however; **a credit card authorization form is required for all bookings.**
- ❖ If event is cancelled within (14) days of event date, 50% of the deposit will be returned
- ❖ If event is cancelled within (7) days of event date, 25% of deposit will be returned

COST BREAKDOWN

*Rental Fee (Deposit): \$ _____

Batch Cocktail (if applicable): \$ _____ *DUE NOW: _____**

20% Service Charge (20% of Minimum Bar Spend): \$ _____ **DUE 1 WEEK PRIOR TO EVENT: _____**

Minimum Bar Spend: \$ _____ **DUE DAY OF EVENT: _____**



General Conditions and Use of the Facility

- a) The Agreement to lease OXBOW RUM DISTILLERY (The Distillery) for the Event is non-transferable and is only valid for the rooms, day(s), times and event(s) specified above. Lessee agrees to comply with all guidelines and policies as set forth in the Agreement
- b) Use of The Distillery. No alteration of any portion of The Distillery shall be permitted unless agreed to in writing by Oxbow. Lessee shall not bring or permit anyone to bring into The Distillery or keep anything in The Distillery that will cause a hazard or an increase in the rates of insurance payable by OXBOW for The Distillery.
- c) Lessee Access to The Distillery. Lessee may have access to The Distillery for the purpose of site preparation on the day of the Event, or as set forth in Proposal. Site preparation must not interfere with daily operation of The Distillery and Lessee shall comply with any and all guidelines and direction stipulated by Oxbow. Although all guests must leave the The Distillery by the Event End Time, Lessee may remain in The Distillery for the purpose of cleaning up and removing equipment. Should additional time be used or required, Lessee must coordinate such time in advance with Oxbow Rum Distillery and may be billed at an additional rate agreed upon before the Event.
- d) Access To and Control of The Distillery. Oxbow Rum at all times reserves the right to manage The Distillery. Oxbow shall, from time to time, promulgate rules and regulations pertaining to the use, occupancy, and operations of The Distillery. Lessee shall abide by and shall cause its employees, agents, contractors, licensees, patrons, guests, and invitees to abide by such rules and regulations as may from time to time be adopted by Oxbow Rum for the use, occupancy and operation of The Distillery. Additionally, for the purpose of public safety, Oxbow and its designated representatives, including policemen, firemen and other public safety representatives, shall have free access to all portions of The Distillery.
- e) Indemnification and Hold Harmless. Client agrees to release, defend, indemnify and hold Oxbow Rum, its parent and affiliated organizations, its officers, directors, employees, agents, consultants, insurers, and servants of all of the foregoing harmless from and against all demands, claims, suits, actions, costs and liabilities (including attorney's fees) in any way arising from injuries or death to any persons, or from property damage or loss by Lessee, Oxbow Rum or any other persons, howsoever caused prior to, during and after the period in which this Agreement covers use of The Distillery and its immediate street, sidewalk, and exterior of the leased building or occurring as a result of the use of such space during the aforesaid period. Lessee's release, defense, and indemnity obligations are without limit and without regard to the cause or causes of any loss or damage, including breach of express or implied warranties, strict liability, the presence on any premises, or the negligence of Oxbow Rum (whether such negligence or other fault be sole, joint or concurrent, active or passive).

Miscellaneous Terms and Conditions

- a) Lessee shall comply with all requests of Oxbow Rum Distillery.
- b) Lessee shall be liable for any damages to The Distillery or other of Oxbow's property during the Event caused by Lessee or Lessee's guests.
- c) Oxbow reserves the right, in its sole and absolute discretion, to cancel the Event and terminate this Agreement at any time, even when and if the Event is in progress, should the terms of the Agreement be violated by Lessee or Lessee's guests. In the event Oxbow cancels the Event prior to its commencement, Oxbow shall return all payments made by Lessee and shall have no further liability on the Lessee by caterers, bartenders, musicians, or other third parties with whom the Lessee has made arrangements for the Event.
- d) This Agreement is not binding upon Oxbow unless Lessee has signed, paid all amounts due in full, and until the Agreement is signed by a designate representative of Oxbow Rum Distillery.
- e) In the event Oxbow is required to enforce any of the provisions of the Agreement against Lessee, Oxbow shall be entitled to reasonable attorney's fees in enforcing any of the terms, provisions and condition of this Agreement.
- g) Client shall obtain all permits and licenses required for the Event from appropriate
- h) It is unlawful for any person under the age of twenty-one to purchase or have possession of any alcoholic beverage. Oxbow reserves the right to remove any underage individual caught drinking from the premises. Underage drinking is strictly prohibited.
- i) Firearms are strictly prohibited.
- j) Dangerous controlled substances of any kind are strictly prohibited.
- k) Oxbow reserves the right to prohibit the use, in or around The Distillery, of any loudspeakers, public address system, sound amplifiers, neon lighting, banners or signage that may, in Oxbow's sole opinion, be objectionable, except previously agreed upon live entertainment, public addresses, and devices.
- l) Lessee agrees that no person will be discriminated against in connection with the Event on the grounds of sex, age, creed, race, religion, national origin, marital status, sexual orientation or handicapping condition, nor will any person be denied the benefits of or subjected to discrimination in connection with the Event, so that Client will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).
- m) Gambling is not permitted at The Distillery.

