

# VENUE AND EVENT SERVICES AGREEMENT

This Venue and Event Services Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between **GEN-D Services, LLC** ("Venue Manager," "GEN-D," "we," or "us") and \_\_\_\_\_ ("Client," "you," or "your").

We appreciate your decision to select us to host your upcoming event. You can be assured that our friendly, professional service, local knowledge, and attention to detail will ensure a memorable event.

This Agreement is a contract that sets out the terms and conditions of your event with us. Please read it carefully and sign at the end.

We look forward to working with you!

## Article 1. Event Information

### 1.01 Description of Event (the "Event")

Event Name	
Event Venue Location and Address	
Event Date(s)	
Event Hour(s)	
Anticipated Number of Guests	
Client Contact Name and Phone (other than bride or groom)	
Venue Manager Contact Name and Phone	
Additional Description	

### 1.02 Package Details.

Package Name & Details	Amount
<u>Package</u>  <u>Services Provided</u> <b>Venue:</b> <b>Food:</b> <b>Open Bar with Cocktail Hour:</b> <b>Tables &amp; Chairs:</b> <b>Linens:</b> <b>Napkins:</b> <b>Plateware:</b> <b>Flatware:</b> <b>Stemware:</b> <b>Glasses:</b>	

## VENUE AND EVENT SERVICES AGREEMENT

<u>Other Services Provided</u> <b>DJ:</b> <b>Florals:</b> <b>Centerpieces:</b> <b>Portable Restroom:</b>  <u>Labor</u> Setup & Teardown Cleaning Services	
---	--

**1.03 Per Request Additional Add-Ons** (\*not included in package amount in Section 1.02)

Service	Amount

### Article 2. Venue and Event Services

**Nature of Venue.** The venue for the Event is the house and grounds known as “Estoria” and is currently shared as a personal residence and managed as a commercial venue (the “Venue”). See Exhibit A for Estoria Venue Rules and Regulations (“Venue Rules and Regulations”).

### Article 3. Payment

**3.01 Payment.** In consideration of the Services, you agree to make payments according to the schedule below. The initial deposit is used to secure your event at the Venue for Event Date(s) as outlined in Section 1.01 above. Payment not made by the due dates below will incur a 10% late fee of the amount remaining due at each due date. If a modification (see Section 5.04) is made less than thirty (30) days prior to the Event Date(s), a \$250 change order fee will be invoiced for each change plus any additional costs to GEN-D with a 20% administrative fee.

Item	Date Due	Amount
Initial Deposit (nonrefundable) (25%)	Upon signing	
90-day amount due (50%)		
60-day amount due (75%)		
Total amount (30-day amount due)		

## VENUE AND EVENT SERVICES AGREEMENT

**3.02 Method of Payment.** GEN-D accepts, and prefers, all major credit cards and debit cards through GEN-D's online payment system or by phone at 260-446-3203. Upon signing this agreement, you permit authorization to charge to your card left on file to pay subsequent charges, agreed change orders, and for any additional costs according to the entirety of this agreement. If you must pay by personal or business check, checks may be mailed to:

GEN-D Services  
5522 County Road 11A  
Auburn, IN 46706

Receipts for payments shall be delivered via email. If email is unavailable, receipts may be available at the address provided above by appointment only.

### Article 4. Food & Beverage; Security and Conditions

**3.01 Catering.** All food provided for your event must be provided through GEN-D. Whether or not you purchase food and beverage services, you agree that:

- (a) You and your guests are only permitted to provide food and beverage from a GEN-D approved vendor on the approved vendor list;
- (b) Only under limited circumstances and availability of vendor may you request for a vendor to be further considered and/or approved;
- (c) GEN-D has the authority to accept or reject your request;
- (d) You and your guests hold GEN-D, Owners, and its vendors, harmless for you and any of your guests from sickness, injury, or death as related to the consumption of food provided by approved vendor;

**3.02 Alcohol.** Whether or not you choose to serve alcohol at your event, you agree that:

- (a) You and your guests are only permitted to provide alcohol at the Venue from a licensed bar services – as identified by the State – by a GEN-D approved vendor;
- (b) You and your guests will only consume alcoholic beverages at the Venue in designated areas as defined by GEN-D;
- (c) You and your guests are not permitted to take any alcoholic beverages outside of designated areas, including, but not limited to, off of the Venue location; and
- (d) If you or your guests provide alcohol without prior approval (see Section 4.02(a) above) and/or use provisions in consuming alcohol (see Sections 4.02(b) and 4.02(c) above), GEN-D reserves the right to cancel the event immediately without refund.

## VENUE AND EVENT SERVICES AGREEMENT

- (e) You and your guests hold GEN-D, Owners, and its vendors, harmless for you and any of your guests from sickness, injury, or death as related to the consumption of alcohol provided by the licensed bar services.

**3.03 Security.** Security services are required and provided as part of GEN-D's services. If GEN-D determines additional security is required beyond the security GEN-D offers for the number of guests and setup and activity of the event, you will be charged an additional cost for the additional security services plus a 20% administrative fee. If GEN-D determines security is required for an event AND is unable to obtain security on suitable terms, GEN-D reserves the right to cancel the event in its sole discretion with a return of amounts paid. GEN-D also reserves the right to cancel your event, in GEN-D's sole discretion, if it is determined that the event is or becomes unsafe for the attendees, vendors, GEN-D's employees, and/or the public, regardless of the availability of security, with no return of amounts paid.

You may elect to use overnight security services if you and your guests are using lodging services at the Venue. These services are optional and will be charged, if available, as an a la carte service as offered by GEN-D.

### Article 5. Other Terms and Conditions

**5.01 Venue Rules and Regulations.** You will follow, and ensure that your attendees know and follow, the Venue Rules and Regulations as stated in Exhibit A. You or any of your guests may be removed at the owner's or venue manager's request. Under extreme circumstances, GEN-D reserves the right to cancel the event with no refund for violation of Venue Rules and Regulations.

**5.02 Venue Use.** The Venue is to be used for the stated purpose for the event described in this Agreement.

**5.03 Venue Damage.** You are responsible to prevent damage to the Venue. If any damage to the property occurs, you agree that you will indemnify and reimburse the owners for any resulting costs or losses.

**5.04 Parking.** We are able to accommodate parking for 160 attendees as part of our service price without additional cost. If Client anticipates over 160 attendees at the event, Client must purchase additional parking. This additional parking rate is available from us upon request.

**5.05 Modifications to Event.** Changes to the location, nature, or size of the event, the number of guests, or the scope or nature of the Services, are permitted only with our consent and may be subject to additional fees. You agree that you will request any modifications no later than thirty (30) days in advance of the event. Any modification requests, if agreed to, made less than thirty (30) days of the Event Date(s) will result in change order fees as stated in Section 3.01.

## VENUE AND EVENT SERVICES AGREEMENT

**5.06 Number of Attendees.** You will limit the event to the number of attendees described in this Agreement.

**5.07 Decorating and Furniture Policy.** You may request GEN-D to provide décor or rearrange furniture at the Venue. GEN-D will, at its sole discretion, honor or deny this request.

**5.08 Guest Property Damage.** You agree that neither we nor the owners of the Venue are responsible for any damage to or theft of personal property belonging to you or your guests, including vehicles and their contents.

**5.09 Guest Injury or Death.** You agree that neither we nor the owners of the Venue are responsible for any injury or death that you or your guests suffer during the event or at the Venue.

**5.10 Guest Consent.** You agree that you consent to all the terms of this Agreement on your own behalf and on behalf of your employees, agents, and guests, and you agree to make your guests aware of, and ask them to follow, the terms of this Agreement and the Venue Rules and Regulations.

**5.11 Clean-up.** You shall be responsible for returning the Venue to the condition in which it was provided to you. All property belonging to you, your invitees, guests, agents, and sub-contractors, shall be removed by the end of the event date. All property remaining at the Venue beyond the end of the event date will be removed by GEN-D at your cost. Should you need special consideration for the removal of property beyond the end of the event date, this can be arranged prior to the beginning of the event for an additional fee. GEN-D is not responsible for any property left behind by you, your guests, invitees, agents, and sub-contractors. It is your responsibility to remove all decorations and return the Venue to the condition in which it was received.

### Article 6. Cancellation

**6.01 Event Cancellation by You.** If you decide to cancel the event more than ninety (90) days prior to the date of your event, your deposit amount will not be refunded. If you decide to cancel the event less than ninety (90) days prior to the date of your event, your deposit will not be refunded and any amount due is to be paid and/or will not be refunded based on the schedule outlined in Section 3.01. In exceptional circumstances we may, in our sole discretion, apply all or part of the deposit or other payment for a cancelled event to a future event you book with us.

**6.02 Cancellation by GEN-D.** Notwithstanding anything to the contrary in this Agreement, GEN-D reserves the right to cancel your event, in its sole discretion, if:

## VENUE AND EVENT SERVICES AGREEMENT

- (a) GEN-D believes that the provision of Services and reservation of the Venue for the event would result in the promotion of a message inconsistent with GEN-D's values if said message is made known to GEN-D prior to 90 days before the Event Date(s);
- (b) Client creates a material breach for:
  - 1. Nonpayment – in part or in full;
  - 2. Client and/or party failing to comply with Venue Rules and Regulations as outlined by Exhibit A; or
  - 3. Client and/or party failing to comply with Food & Beverage and Security Terms and Conditions in Article 4.

If GEN-D cancels the event for any reason listed in Section 6.02(a), Client's deposit will be refunded in full. If GEN-D cancels the event for any reason listed in Section 6.02(c), Client's deposit and any other amount paid will not be refunded.

In the event of a violation of the Venue Rules and Regulations related to tobacco by you or any of your guests, you will pay a cleaning fee of \$2,500.

### Article 7. Insurance & Indemnification

**7.01 Insurance.** You agree to obtain general liability insurance in the amount of at least \$1,000,000 USD naming GEN-D and the Owners as additional insureds to cover any injury or damage to people or property, including the Estoria residence or grounds, in connection with the event. You agree to provide us with a certificate of insurance naming GEN-D and the Owners as additional insureds at least thirty (30) days prior to the scheduled event date. If you do not timely provide a satisfactory certificate of insurance, GEN-D reserves the right, in its sole discretion, to cancel the event without return of your deposit.

**7.02 Indemnification.** You, on your own behalf and on behalf of your guests ("Indemnifying Parties") agree to indemnify, hold harmless, defend, release, and forever discharge GEN-D and its employees, agents, officers, members, directors, predecessors, and successors, and the Owners (collectively "Indemnified Parties") from and against any and all liabilities, claims, demands, actions, damages, losses, costs, or expenses (including reasonable attorney's fees and costs) of any kind or nature ("Claims") arising from or in connection with this Agreement or its performance, the event contemplated by this Agreement, or the Venue, other than Claims caused solely by GEN-D's gross negligence.

**7.03 Covenant Not to Sue and Further Indemnity.** You, on your own behalf and on behalf of all Indemnifying Parties, covenant not to sue or otherwise bring any Claim of any kind, under any circumstances, at any time, against the Owners. If you or any of your employees, or agents, or any event guest, brings any Claim of any kind or nature against any Owner, you agree to fully indemnify them for all costs, expenses, fees, and damages resulting from that Claim. This Covenant

## VENUE AND EVENT SERVICES AGREEMENT

Not to Sue does not operate as a waiver of the indemnification and limitation of liability set forth in Section 7.02.

**7.04 Limitation of Liability.** IN NO EVENT SHALL GEN-D BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT GEN-D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GEN-D'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO GEN-D PURSUANT TO THIS AGREEMENT.

### Article 8. Miscellaneous

**8.01 Attendee Waiver.** You, on your own behalf and on behalf of all your employees and agents, and event guests, acknowledge that the event contemplated by this Agreement may carry a risk of infection by contagious diseases, including COVID-19. Such infection may result in serious illness, injury, or death. All persons physically at the event or at the Venue in connection with the event knowingly and voluntarily assume the risks of infection and injury. You agree to follow all guidelines in place at the time of the event set forth by the Centers for Disease Control, the State of Indiana, and the health commissioner of Dekalb County, Indiana, and to require your guests and employees to do the same. You, on your own behalf and on behalf of all Indemnifying Parties, agree to indemnify and hold harmless us, and the Owners, for and against any harm, damage, injury, illness, or death arising from or related to contagious diseases and any other event activities. You and your guests agree by stepping onto the Venue that you are aware that this attendee waiver is in place and is in effect.

**8.02 Lost and Found Policy.** If you leave any personal property at the Venue after an event, please contact us. Any personal property we discover or that is returned to us will be held for fourteen (14) days, after which it will be disposed of.

#### **8.03 Media & Press Release.**

- (a) You may be permitted, with our consent in advance of the event, to issue any press release associated with GEN-D or the Venue;
- (b) No mention of the Owners is permitted;
- (c) Your agreement in using the Venue gives us the right to take and use pictures of your event.

## VENUE AND EVENT SERVICES AGREEMENT

**8.04 Force Majeure.** You agree that we are not liable if the event is cancelled or rescheduled due to events beyond our control (such as fires, natural disasters, high winds, power outages, riots, sabotage, terrorism, or acts of war). If a cancellation occurs due to events beyond our control, we will make reasonable efforts to reschedule your event.

**8.05 No Partnership.** You agree not to claim or state that we, or the Owners, have any partnering, sponsoring, or supporting relationship with you or your event.

**8.06 Modification.** This Agreement may not be modified except in a writing signed by both you and us.

**8.07 Assignment.** You may not assign any of your rights or duties under this Agreement without our advance written consent.

**8.08 Governing Law.** This Agreement will be governed by the internal laws of the State of Indiana, without regard to the choice of law statutes or principles of any jurisdiction.

**8.09 Disputes.** Any dispute arising under, out of, or because of this Agreement must be brought and maintained in the federal or state courts of Allen County, Indiana. The Parties expressly consent to the personal jurisdiction of such courts and waive any objection to such jurisdiction and to venue. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING UNDER, OUT OF, OR BECAUSE OF THIS AGREEMENT.

**8.10 Severability.** If any term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the Parties ask the court to limit the term so as to make it valid and enforceable. If such limitation may not be performed for any reason or proves ineffective, the term shall be stricken, and the rest of this Agreement shall remain in full force and effect.

**8.11 Counterparts.** This Agreement may be executed in one or more separate but identical counterparts, each of which shall be an original and all of which shall comprise one and the same instrument.

**8.12 Integration.** This Agreement is the final agreement between the Parties on the subject-matter contained herein and supersedes any prior agreement on the same subject matter, written, oral, or otherwise.

Effective as of the date first written above, and executed by:



# VENUE AND EVENT SERVICES AGREEMENT

## VENUE MANAGER

GEN-D Services, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## CLIENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## VENUE AND EVENT SERVICES AGREEMENT

### EXHIBIT A. ESTORIA VENUE RULES AND REGULATIONS

Since the Venue is shared with private owners, GEN-D establishes certain rules and regulations for use of the Venue by you and your guests. In consideration for the event and venue services we are providing to you, you agree that:

- (a) No vaping or smoking is permitted anywhere in the Venue or on the Venue premises.
- (b) No tobacco products, illegal drugs, or drug paraphernalia are permitted in the Venue or on the Venue premises.
- (c) No activity that violates county, state, or federal laws, ordinances, or regulations are permitted.
- (d) All children under the age of eighteen (18) must be supervised by an adult at all times. Children under the age of 18 are your complete responsibility.
- (e) GEN-D reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.
- (f) The Venue has an elevator for the convenience of those who, due to age, disability, or medical condition, have difficulty using the stairs. Please do not abuse the elevator. Children under the age of eighteen (18), specifically, are not permitted to use the elevator without adult supervision.
- (g) As the Venue is a personal residence, no guests are permitted to enter any areas of the Venue that are locked or otherwise marked as off-limits.
- (h) All event activities that might violate County sound ordinances must end by 11:00PM; all event activities must comply with County sound ordinances.
- (i) Unless given prior written authorization, all event activities must end by 12:00am (midnight).
- (j) Please do not tamper or play with fire hoses, extinguishers, or any other protective equipment.
- (k) With the exception of active law enforcement personnel, firearms and other weapons are not permitted.

## VENUE AND EVENT SERVICES AGREEMENT

- (l) Fireworks and explosives are not permitted except for those provided and/or managed by the Venue Manager.
- (m) If the Client's event includes decorations outside of those managed by the Venue Manager, Client must receive prior written permission for the use of said decorations. In general, candles in fire/shatterproof containers are permitted. Balloons must be securely tied or weighted down. The use of confetti, rice, glitter, birdseed, and inside use of smoke or bubble machines are prohibited.
- (n) Fighting and any form of illegal conduct is not permitted.
- (o) Please keep in mind when inviting guests to your event, that you are inviting them to a personal residence. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.
- (p) Parking is available at the designated areas only.
- (q) Pets are not permitted. Service animals allowed by law are permitted for disabled guests upon written approval of Venue Manager.
- (r) Please do not create excessive noise and do not cause a nuisance to neighbors.
- (s) Please avoid wearing cleats, roller skates, or other specialized footwear that could cause damage to the floors.
- (t) Please do not dispose of trash or feminine hygiene products in the toilets.
- (u) In order to not conflict with other venue rentals, rehearsals are planned for Thursday evenings (unless a different date is approved). The Venue must be vacated after completing the rehearsal program.
- (v) Please follow any other directions that our personnel or venue owners provide during your stay.