

# BLACK DIAMOND STUDIO, LLC

## EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Agreement made on \_\_\_\_\_, 20\_\_\_\_, by and between *Black Diamond Studio, LLC* and \_\_\_\_\_, referred to as "Client". Client agrees to hire and *Black Diamond Studio, LLC* agrees to make available the use of the Studio located at 68 Black Road, Conway, Arkansas 72032 with the following terms and conditions:

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Set-up starting at: \_\_\_\_\_

Event starting at: \_\_\_\_\_

Event ending at: \_\_\_\_\_

Clean-up ending at: \_\_\_\_\_

Total Hours: \_\_\_\_\_

Number expected: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Phone: \_\_\_\_\_

Client Email: \_\_\_\_\_

3,000 square feet space accommodates 99 comfortably. Accessibility, decorations, events, and hours of operations will be handled on a case-by-case basis. All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events. · A signed contract and date-hold deposit of two hours (2-HRs) is due on day of booking. · The balance of your space rental fee is due ten (10) days prior to your event. · A copy of your Special Event Liability Insurance is due no later than ten (10) days prior to your event (if required). Otherwise, the credit card on file will be held for damages should they occur.

**Cancellation: *Deposit is non-refundable.*** No refunds of the space rental fees thereafter will be refunded if canceled 30 days prior to an event, as your agreement to rent *Black Diamond Studio, LLC* may cause the loss of additional bookings or business. If circumstances beyond the control of *Black Diamond Studio, LLC* force us to cancel your reservation, or *Black Diamond Studio, LLC* will refund all sums paid. If the full rental payment is not received ten (10) days prior to your event, *Black Diamond Studio, LLC* reserves the right to cancel your reservation without a deposit refund.

Payments should be made to Black Diamond Studio, LLC. Cash, cashier checks, money orders and all major credit cards are accepted. **NO PERSONAL CHECKS ACCEPTED.**

Client Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# Rental Rates

*(All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events, or at the discretion of Black Diamond Studio, LLC.) An additional \$150 clean-up fee is optional for some events.*

Monday – Thursday \$150 per hour ☐ Full Day (10 hours) \$800 per day ☐

Friday – Sunday \$200 per hour ☐ Full Day (10 hours) \$1,000 per day ☐

**ITEMS INCLUDED IN RENTAL.** The following items or services shall be included in the rental rate (excluding hourly rate) (check all that apply):

- ☒ Table and chair set up and take down;
- ☒ Stage and Sound system;
- ☒ Lounge/ Sitting room
- ☒ Use of grounds/buildings for photography
- ☒ Food warming pans and canned heat
- ☒ Bar and Ice maker

**ITEMS EXCLUDED FROM RENTAL.** Any item or service not identified hereinabove is excluded from rental under this Agreement.

**RENTAL RATES AND FEES.** The Renter(s) agrees to pay the following rental rates and fees:

**Venue Rental Rate.** The Renter(s) agrees to reserve the venue at the rate of \$\_\_\_\_\_per hour.

**Deposit.** A reservation deposit is required in advance to successfully reserve the venue. The reservation deposit is two hours (2-HRS) of the rental rate and is non-refundable.

Total Amount Due (excluding rental items) \$\_\_\_\_\_

Reservation Deposit (2HRS of Rental Rate) \$\_\_\_\_\_

Venue Rental Agreement \$\_\_\_\_\_

Balance Due (not including tax) \$\_\_\_\_\_

Any deposit “Balance Due” herein above is due on or before to successfully reserve the venue. The balance due amount excludes applicable Overage Fees. If Renter(s) fail to pay the balance due on or before the above due date, the reservation will be deemed cancelled and forfeited herein below without further notice. If the event date is less than fifteen (15) days away 100% of the rental rate is due at the time of executing this Agreement.

**Client Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Overage Fees.**

- A \$40.00 fee will apply for every 30 minutes the event extends past the event end time hereinabove. (To avoid additional charges, we recommend that you allow 45 minutes for breakdown time.)
- Subject to the express prior approval and at *Black Diamond Studio, LLC* sole discretion, use of the venue beyond the event end time hereinabove may be granted at original rate per hour. Each additional hour is billed as a whole hour regardless of the actual minutes used.

**Storage Fees.**

Storage for the night prior to the event will be \$50.00.

**Cleaning & Repair Fees.**

Additional charges may be made for actual or estimated repair or cleaning costs to restore venue, grounds, equipment, or other property to the same condition prior to Renter(s) use of the venue *Black Diamond Studio, LLC* property.

**Other:**

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***Please read the material below to make sure all parties understand the requirements of providing for everyone safety and keeping Black Diamond Studio, LLC maintained and a safe location for future use.***

**Deposit/Rental Fees:**

A signed contract and date-hold deposit of two hours (2-HRs) of the total event price must be received to reserve your date(s) and time(s). This is nonrefundable unless *Black Diamond Studio, LLC* is forced to cancel, and the full deposit will be refunded. The balance of your space rental fee is due ten (10) days prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

**Insurance:**

Some events will require Special Event Liability Insurance and is due no later than ten (10) days prior to your event. This will be held on a case-by-case basis. The insurance must, at client's sole expense, provide and maintain public liability and personal property damage insurance, insuring *Black Diamond Studio, LLC* and their employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of clients use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of no less than \$100,000, and general aggregate liability of not less than \$100,00. *Black Diamond Studio, LLC* shall be named as an additional insured of said policy. Any caterers and/or outside vendors, companies, and/or institutions **MUST** provide a copy of their Certificate and Catering License to *Black Diamond Studio, LLC* at least ten (10) DAYS prior to the event.

**Attorney fees:**

In the event *Black Diamond Studio, LLC* retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

**Client Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Lost and Found:** *Black Diamond Studio, LLC* takes no responsibility for personal effects and possession left on the premises during or after any event. We do, however, maintain lost and found items and will hold recovered items for up to thirty (30) days. Every attempt will be made to return any recovered item to its rightful owner.

**Promotions and Copyright:**

It is important to us that you have a fantastic and successful event. Should *Black Diamond Studio, LLC* be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event. We are happy to provide professionally created images and logos of *Black Diamond Studio, LLC* for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes.

**Catering, Cleaning, Trash and Equipment Removal:**

*Black Diamond Studio, LLC* will be in a clean condition prior to your event. Upon additional planning with *Black Diamond Studio, LLC*, you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged, and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by *Black Diamond Studio, LLC*.

**Site Decoration:**

*Black Diamond Studio, LLC* wants to make every event here a special and welcoming experience. We ask that only the staff of *Black Diamond Studio, LLC* assist with rearranging. No nails, screws, staples, or penetrating items should be used on our walls, brick, or wood. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged.

**City, County, State and Federal Laws:**

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. The client shall not sell alcohol on the premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. *BLACK DIAMOND STUDIO, LLC* reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of *BLACK STUDIO DIAMOND, LLC* or the safety of its staff, guests, or building contents.

**Liability:**

Renter agrees to indemnify, defend, and hold *BLACK DIAMOND STUDIO, LLC*, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at *BLACK DIAMOND STUDIO, LLC*.

**Client Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Conduct:**

There will be no "door pay" entry fee allowed by any guest for any event. There is absolutely no drug use or smoking of any kind tolerated **inside** the building. Disparaging remarks or any type of physical violence will not be tolerated and will cause immediate expulsion. Client and guests shall use the premises in a considerate manner at all times. No gambling. No dice. Conduct deemed disorderly at the sole discretion of *BLACK DIAMOND STUDIO, LLC* staff, shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

**Modification:**

No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

**Opportunity to review:**

By executing this Agreement, the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of Terms and Conditions, and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached Terms and Conditions to be duly executed as of the day and year first herein above written.

**FOR RENTERS:**

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_