

# CONTRACT

Client Name:	Event Location:
Phone: ( )	Type of Event:
Email:	Date of Event:// DAY
Home Address:	Start Time: : AM / PM
Date booked:	End Time:: AM / PM
LAC Staff:	Number of Guests:

This Event Planning services contract is entered into between The Life Art's Center Event Venue (LAC EV) and Client, collectively known as the "Parties." The term of this agreement shall commence on the date stated above and can be terminated at any time with <u>60 days written notice.</u>

1. EVENT DETAILS: It is hereby agreed to and understood that LAC EV, in exchange for remuneration as set forth in Section 2 of this agreement, will provide the following selected services chosen by the client, please see attached packages.

#### 2. PAYMENTS DETAILS

	Guest & Chairs	5	Tables	Sta		aff	Cleaning			MonThurs., Sunday		FriSat.
Bella	150 150 All Linens		15 round 60' 4 rect. 1 guest book 1 sweethear 1 gift	1 k 2		Agr. Bartender Servers Security	Incl.		\$4,850		,850	\$6,250
Victoria	200 4 All Linens 1		20 round 60' 4 rect. 1 guest book 1 sweetheart 1 gift		1 Mgr. 1 Bar tender 2 Servers 1 Security		Incl.			\$5,350.00		\$6,850
Annex	50 0				1 Mgr.		Incl.			\$2,000		Incl. w/ Bella
	Bride/Groom Room		nex Lounge eekdays ly)	After hours		Drink Station (Water & lemon ice tea)	Coffee Stat (Cups, creamer, sweetener)	ner,		•	Hosted Bar (125 drinks) *section 7	Decor
Cost	\$500	\$2,	2,000 \$500/		'nr	\$ 1.50 pp	\$ 1.50pp		\$150		\$1,500	Minimum \$2,800.00
CLIENT INITIALS												

- Payments payable to: LIFE ART'S EVENT VENUE LLC
- Final payment due **30 days prior to event date**
- Expected form of payment: cashiers check, cash or credit card (3% fee per transaction)
- LAC EV will invoice Client upon completion of services, including all event services/expenses performed

## **3. CLIENT RESPONSIBILITIES**

- Reserve only the date specified in this contract
- Date changes must be made 180 days prior to original contracted date to avoid forfeiture of the deposit (subject to availability)
- Start time per contract
- Hire "Day of Coordinator" to manage day of event
- Require to hire additional approved security personnel for events with 150 or more attendees and/or serving alcohol

#### 4. GENERAL VENUE AGREEMENT

- LAC EV rentals consist of Annex Lounge, Bella Manor, The Victoria Vault and other permitted areas. Each room has its own private entrance and ballroom.
- LAC EV has authority to control level of sound for all amplified music
- LAC EV agrees to have a representative on-site to give access to vendors hired to support the event
- LAC EV will receive guests 30 minutes prior to scheduled event time. A copy of the event invitation must be on file 30 days prior to the event date
- All rehearsals tentatively scheduled for the <u>Thursday</u> <u>prior</u> to the event. LAC EV will assign a time should a

- <u>A check with non-sufficient funds or invoice not paid</u> on time will have a \$ 150.00 added to client invoice
- Deposit reservation fees and all payments made, regardless of due date, are non-refundable if you cancel the function
- If event is cancelled within 120 days of the event, the full amount of all estimated charges will be due to the venue
- Require Catering vendor provide Business and Liability insurance before event
- Require DJ provide Business and Liability insurance before event
- Ensure all vendors providing services utilize or modify The LAC EV facility in some way are covered by a certificate of insurance.

closer date be available in the 30 days prior to the event date, LAC EV may make an exception

- Office hours for communication prior your event day: Monday to Friday 9am - 5pm. Communication received outside of office hours will be addressed next business day
- LAC EV is not responsible for any personal items brought to or left behind in or at the venue. An additional <u>\$25 storage fee</u> will be charged (per day) for any items left behind.
- Any changes to contract must be made 60 days prior to event date

**5. HOLD HARMLESS CLAUSE:** Client shall hold the The LAC EV, its partners, agents and employees harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses, or other liabilities including lost/stolen property, attorney fees/court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of The LAC EV officers, staff, agents or contractors) arising out of or incurred in connection with (i) Client's or his/her guests use of the facility, (ii) Client's activities within the facility or the grounds, (iii) Clients or his/her guests failure to observe or perform any agreement or promise.

## 6. VENDORS RESPONSIBILITIES

 Provide a certificate of insurance naming the LAC EV as an additional insured for an amount of no less than \$1,000,000 and provide copy to LAC EV office 30 days prior to the event date

## 7. ALCOHOLIC BEVERAGES AND DRUGS

- Arrangements for alcoholic beverages must be made
- Authorized to arrive <u>4 hours</u> before event start time and given <u>1 hour</u> to clean up after event end time
- <u>Must provide own supplies</u> for day of event, office will not provide supplies

through our management

- No alcohol will be served to guests under 21 years of age
- LAC EV staff agree that consumption of drugs and alcohol are prohibited while on work site. If LAC EV staff, any of their agents, employees or subcontracted event staff, vendors are determined to be present with alcohol or drugs in their possession, the Client may terminate this contract immediately or any hired vendors

## 8. DECORATIONS

- Prohibited from stapling, nails or attaching to any part of The LAC EV, no confetti, rice or bubbles are to be used either inside to outside the property or may result in loss of damage deposit. Only freestanding decor and/or equipment are allowed.
- All decor/equipment must be removed at end of event. We cannot guarantee storage/safe return of

## 9. PROPERTY DAMAGE

- Should excessive damage occur (any or greater), such items will be documented and invoiced to client
- Payment of excessive damage is required within 30 days

## **10. INCIDENT REPORT(S):**

- Should an incident occur on The LAC EV premises, an incident report must be taken. We take falls, fights or any type of incident that requires an emergency seriously
- Report the accident/incident to the facility management when applicable

- O Our bar attendants will manage all bar services
- Bar closes 30 minutes prior to event end time. Last call will be announced.
- A hosted bar will include setup/breakdown, acrylicware, ice, mixers, appropriate garnishes and basic bar supplies and tools based on your choices: domestic/imported/craft beer, assorted red wine, house tequila, rum, vodka.

any items left on the premise after your event. It is client's responsibility to return items to vendors or make arrangement for pick-up SAME day

- Candles may be used if they're closed in proper holders and the flame is protected on all sides
- Client shall be solely responsible for the condition of the premises, furniture and pictures thereon and shall indemnify and hold harmless The LAC EV and its agents for any damages thereto
- Provide as much information about the incident as possible
- Reporter will be asked to provide this in writing, or transcribe it yourself as it was told to you, noting date and time

**11. ADDITIONAL CLEANING:** Extensive cleaning of but not limited to most or other bodily fluids will require an additional cleaning fee per incident and will be issued to client at the conclusion of the event or deducted from security deposit.

**12. CANCELLATION POLICY:** In the occasion of receiving a cancellation prior to the event, the client will be obligated to forfeit the entire balance paid to the venue. All cancellations or reservation changes must be made in writing and client is responsible for verifying that The LAC received the cancellation letter to avoid further balance charges.

## **13. EVENT INSURANCE**

- O Client must purchase and provide the "Event Policy" certificate of insurance that covers the duration of their event (including set-up and clean-up time) for general liability and host liquor liability coverage in the amount of \$ 1,000,000 with The Life Art's Center names as additionally insured
- Information regarding a reputable insurance firm for such a policy may be provided by The LAC EV for client convenience
- Client must provide written proof of coverage at least 30 days prior to the event. Failure to provide the aforementioned written 30 days prior to the event is cause for cancellation. No refund of fees will be made.
- Liquor Liability must be added to the insurance if client is adding a bar

**14. WEDDING INSURANCE:** Is designed to help couples handle the financial burdens of extreme weather, no-show vendors, property damage to the venue, guests and other unexpected situations that arise during wedding rehearsals, ceremonies and receptions.

#### **15. FORCE MAJEURE CLAUSE:**

- O In the event that either party is prevented from performing or is unable to perform any of its obligations under this agreement (other than a payment obligation) due to any act of God, actor or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailable or any other case beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such part shall give prompt written notice to the other party, its performances shall be executed, and the time of the performance shall be extended for the period of delay or inability to perform due to such occurrences.
- O Contractually if you choose to cancel your event, we will not refund any deposits or payments of the wedding or event with the exception of security damage deposit. As we continue to navigate the unfolding pandemic, we are continually working hard to accommodate and compassionately help our clients whose events and lives were disrupted, while balancing our responsibility to our employees and community to keep our doors open. If your event is moved within <u>12 months of the original date</u> there will be no additional fees or charges.

#### **16. GOVERNING LAW**

 Any and all legal manners related to The Life Art's Center EV services agreement shall be subject to the governing jurisdiction of the venue location

#### **17. TERMINATION**

- The client understands that LAC EV may terminate this agreement at any time if the client fails to pay for the services provided under this Agreement or if the
- The Parties agree that in the instance of a disagreement, both parties will seek mediation from a neutral arbitrator before seeking remedy through a court of law

client breaches any other material provision listed in this Event Planning Services Agreement

• Client agrees to pay any outstanding balances within <u>5 days of termination</u>

#### **18. ACCEPTANCE**

 Both parties agree to all terms and conditions above and will, to their best abilities, fulfill all aspects of this Event services contract. The signatures below indicate complete consent and approval by each party.

Thank you for choosing us to host your event.

**Client Name:** 

Client Signature and Date:

Representative of LAC EV: