

Event Space Rental Contract

Your event date is NOT reserved until a contract has been signed and the \$500.00 deposit has been paid.

This contract serves as an agreement between **Building Momentum, LLC.**, (“Owner”), and **CLIENT** (“Client”). It becomes effective on **DATE**, and involves services provided for the **EVENT NAME** which will be held on **Click or tap to enter a date.**, from **Hour:00 PM to Hour:00 PM**.

This contract governs the terms of the rental of **The Garden** (“Vendor”) for the above-listed event date, time, and purpose.

Building Momentum hereby agrees to provide the following services for the EVENT in exchange for financial compensation outlined below:

| Event Space Rental | | | | |
|--------------------|-------------------------|------------|----------|-----------|
| Item | Time | Rate | Quantity | Total |
| Set-up Time | Hour:00 PM - Hour:00 PM | \$150/hour | 2 | Included |
| Event Time | Hour:00 PM - Hour:00 PM | \$___/hour | | |
| Clean-up Time | Hour:00 PM - Hour:00 PM | \$150/hour | 1 | Included |
| Add-ons | | | | |
| Rooms | | | | |
| Subtotal | | | | |
| Discount | | | | |
| Balance Due | | | | \$ |

- Set-up time in large event space is charged at a rate of \$150/hour. If Client has booked four or more hours of event time, two hours or set-up time before the event is included, free of charge.
- Set-up time charge is based on the largest room rented and includes all additional rooms in rental.
- One hour of clean-up time is included in all rentals. If Client exceeds included time, clean-up is charge at a rate of \$150/hour

COMPENSATION

In exchange for the services described above, the Client agrees to provide the Vendor with a total payment sum of **\$TOTAL**. A deposit of **\$500.00** shall be paid upon the execution of this contract, with the balance due no less than ten (10) business days before the event.

Payment options include:

- A check made to **Building Momentum** mailed to **5380 Eisenhower Ave, Suite C, Alexandria VA 22304**
- QuickBooks invoice
- Cash

VENUE ADDRESS

The physical venue address is **5380 Eisenhower Avenue, Suite C, Alexandria, VA 22304**.

ADDITIONAL RENTAL SPACES

Due to the nature of the building the following spaces are not available to rent individually but as an addition to the Large Event Space, Friday through Sunday. These spaces are not available for use unless rented.

- Workshop
- Medium Event Space
- Meeting Room
- Small Event Space (2nd Floor)

RESTRICTED AREAS

Access to the building for the client **DOES NOT INCLUDE:**

- 2nd floor
- Workshop (unless rented)
- Medium Event Space (unless rented)
- Meeting Room (unless rented)
- Storage Rooms
- A/V Closet (A/V Changes must be facilitated by a Garden Staff Member.)

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THIS ONE-TIME RENTAL:

BOOKING DEPOSIT AND BALANCE DUE

A booking deposit of \$500 is required at the initial contract signing to secure the date requested. This deposit shall be applied to the balance of the rental contract and is subject to the following refund schedule:

| Time of refund request | Refund amount |
|-------------------------------|----------------------|
| 90+ days before event | 100% refund |
| 89 days or less before event | No refund |

I understand the booking deposit refund schedule. _____

The remaining balance of the venue rental fee is due thirty (30) days prior to the event date. This amount is non-refundable for any reason unless expressly agreed upon between Event Coordinator and Client. Returned checks will result in a \$50 fee per check. If balance is not paid by 14 days prior to the event date, the date will be released, and no refunds will be issued.

The Client is aware that the event date will not be reserved until they have signed the contract, the venue representative has signed the contract, and the \$500 booking deposit has been paid.

I understand that the final venue rental fee is non-refundable. _____

FORCE MAJEURE

n. Greater Force: a natural or human-induced disaster, through no fault of the parties to the contract, that causes a contract to not be performed.

If a force majeure event, such as a snowstorm, flood, fire, etc., occurs, making the building inaccessible, the event will be rescheduled to the next available date at no penalty to the client.

If a force majeure event happens during an event and the building must be evacuated, Client may have the choice of a refund for unused time or a credit toward a future event.

DATE CHANGES

If a date change is requested within 90 days of the original event date and approved, the client will be charged a \$150 change fee.

I understand the policy on date changes. _____

EVENT BREAKDOWN AND CLEANING CHECKLIST

Complimentary cleanup time is provided to the client at no additional charge. In order to qualify for the complimentary clean-up time rate, breakdown must solely be dedicated to cleaning. If the Event Staff determines that the client is using breakdown time to extend their event time, the client will be charged the normal event time rate until the Event Staff determines that breakdown time has commenced.

The client may willingly extend their venue rental if they would like to continue to use the space. The extra venue rental time must be paid for onsite with the Square App unless another form of payment is agreed upon. Event venue rental continuance subject to availability.

At the end of event breakdown these tasks must be complete.

- Any décor brought into the venue must be taken out of the venue.
- All trash must be bagged and thrown into the red trash bins provided by The Garden
- If confetti is used during the venue rental, it must be removed from the floor and disposed of properly.
- If balloons are used, they must be taken out of event venue. Balloons that are left on the ceiling after the event will result in a \$25.00 fee per balloon that has to be removed.
- Kitchen should be in the same condition as it was found, with counters wiped down if they were used.
- Ice should be disposed of in a sink or outside.
- Parking Lot and Patio should be clean and devoid of trash from event. Cigarette Butts should not be left in parking lot.
- Bathrooms should be left as found
- Final walkthrough of space with the Event Staff onsite.

The Event Staff will take out the trash and shut the building down. The client and guests must exit the building before the building is shut down by Event Staff.

I understand the policy on breakdown time and the clean-up responsibilities. _____

BATHROOM POLICY

- Events that exceed 150 attendees will be charged a fee for staff to monitor and maintain bathrooms during the event
- A charge of \$20/hour will be added to the event contract

SMOKING POLICY

Smoking inside of The Garden is strictly prohibited. Smoking of any kind indoors will result in a \$500.00 fee charged to the card on file and the immediate end of the event without refund.

Cigarettes and cigars are allowed only in designated areas on the patio. Hookah and other substances are strictly prohibited.

I understand the policy on smoking. _____

DAMAGES AND EXCESSIVE CLEANING

The client will be charged for any damages to the building, event space, furniture, or patio that result from the use of The Garden by themselves and their guests. This includes, but is not limited to, replacement parts, labor, and installation fees.

If excessive cleaning is needed to make The Garden usable by its members and the next event, the client will be charged the cost of the cleaning.

In the event of damages and excessive cleaning, Building Momentum will send you a damage report and an invoice once the damage has been assessed.

These can include but are not limited to, adhesive floor decals, glitter, waste management, venue and equipment damages, and is subject to the discretion of the staff.

Abuse of the venue could result in banishment.

I understand the ramifications for damages and excessive cleaning in the space.

PARKING

The Garden has [parking](#) available onsite for no additional charge. Monday through Friday from 7:00 AM to 5:00 PM, guests may park in The Garden's dedicated spots, marked in blue and orange, and may use the spaces at the end of the parking lot. During these hours, the client and guests of The Garden may not park in the spots in front of Dominion. Parking is subject to availability.

After 5:00 PM on weekdays, the client and guests may use the entire lot. The parking lot is a shared lot and parking is subject to availability.

On the weekends, the clients and guests may use the entire lot.

Overflow parking is available at 5001 Eisenhower Avenue, Alexandria, VA 23304 for no additional cost, upon request



Parking is not available in the lot on the other side of the median. The lot in front of Scramble is not available for guests of The Garden. Guests who park there, park there at the risk of being towed.

I understand where and when parking is available, and that parking is subject to availability.

PATIO POLICY

The patio is available for all Large Event Space bookings as an addition but not to be the main event location.

The patio may be requested to be blocked off for more outdoor space, must be requested as least 14 days prior to the event

Patio may only be blocked off from fire hydrant in the parking lot. The parking spaces between the fire hydrant and Eisenhower Avenue must be accessible for parking.

Addition of patio does not increase occupancy

OUTDOOR SETUP MUST NEVER BE ON DOMINION PROPERTY

KITCHEN & LOUNGE

A kitchen is available for event rentals.

This is not a full-service commercial kitchen, but, rather, a warming kitchen for catering use only. **NO COOKING ALLOWED.** Grilling outside may be requested no later than 14 days from event date.

The soda fountain is not to be used by guests unless the guest has purchased the Unlimited Soda Fountain Add-On.

The kegerator in the lounge may not be used by the client.

The lounge is overflow space and not to be used as main event space

INDEMNITY

The client shall indemnify Building Momentum from all injury, loss, claims or damage to any person or property while on The Garden property, unless caused by willful acts of omissions or acts of gross negligence of the Owner, its employees, agents, licensees, or contractors.

I indemnify Building Momentum from any injury and personal property damage that result from the actions of myself and my guests while renting the venue.

GENERAL PROVISIONS

The Garden is not liable for any missing or damaged personal items brought into the facility.

Children must be attended at all times.

DÉCOR AND ROOM SETUP

Decorations may not cause permanent damage to the building and event space. Candles, staples, nails, and screws are not allowed.

Any décor brought into the event space by the client should be removed by the end of the event clean-up time. If event equipment and tables are going to be stored overnight for pick-up, storage must be arranged at least two weeks in advance of the event. If the space can accommodate early equipment drop offs or late pickups these will be subject to a flat \$150 charge for one day with an additional \$50 per day.

The Client must provide the Vendor with a room layout no less than four (4) business days prior to the event. If no layout is provided, the tables will be in the neutral position of six (6) tables with an aisle down the middle.

The Garden Staff will setup the venue's tables and chairs according to the layout provided. The Garden is not responsible for setting up tables and chairs that the Client rents from outside equipment rental companies.

The Client may rearrange the wooden tables if they determine they would like them in a different position. If you attempt to move the tables, you enter into the activity at your own risk and The Garden will not be responsible for any injury or damage incurred.

The Client may not rearrange any furniture without a Garden staff member approval.

I understand the policy on decorations for the event. _____

CREDIT CARD AUTHORIZATION FORM

To reserve the event space, the client must have a credit card on file. The card will be held on file until the event is completed and all charges are paid.

This card will be charged in the event of damages, extra set-up time, extra event time. If extra charges are incurred, the card will be charged unless another form of payment is supplied within 48 hours of the invoice being sent.

I understand the policy on credit card authorizations and charges. _____

LIQUOR POLICY AND CATERING

Outside catering and alcohol are welcome.

The client must do their own research into the necessity of an ABC License for their event. If the event necessitates having an ABC License, the client is responsible for obtaining the proper license.

Instructions can be found at:

www.abc.virginia.gov/licenses/get-a-license/banquet-licenses

Arrangements for the serving of alcohol must comply with all state and local ordinances, licenses, and laws. Observations of violations of any of these requirements by The Garden Event Staff and Employees will require the immediate cessation of the serving of alcohol.

If a license is needed, the client must provide a copy to The Garden at least one week before the event date or immediately upon receipt from ABC. The license must also be in the client's possession during the event.

I understand the policy on catering and alcohol. _____

EQUIPMENT GENERALLY AVAILABLE:

This summary of furniture and equipment is not a complete list and may change based on availability. These items are available to the client at no additional charge.

- (9) 8'x40" Rustic Folding Farm Tables
- (1) 9'x40" Rustic Folding Farm Tables
- (3) Adjustable Height Cocktail Tables (36" Diameter)
- (7) Fixed Height Cocktail Tables (32" Diameter, 44" High)
- (5) 6' Folding Tables
- (60) Gray Cloth and Wood Chairs
- (60) Taupe Metal Folding Chairs
- (50) Black Plastic Folding Chairs
- (1) Lectern
- (4) Handheld Microphones
- (4) Microphone Stands
- (1) Ceiling-mounted projector and fixed, wall-mounted screen

SAFETY AND SECURITY

The Garden reserves the right to have a staff member present for any event, to act as an agent for the Venue.

The Garden and/or its agents reserve the right to contact the local police department if any function gets out of hand or if the safety and welfare of the agent or the attendees comes into question.

Any event starting at 10:00pm or later will pay a security fee of \$50/hour for the safety of The Garden's staff and the client's guests.

I understand the policy on safety and security. _____

PET POLICY

Pets are allowed at The Garden. Pets must be supervised at all times. The Garden is not responsible for any injury incurred by the pet while on The Garden premises.

Owners of any pets must clean up after their pets.

If any excessive cleaning or repair is required after the event due to the actions of a pet, a damage fee will be assessed and charged to the card on file.

I understand the pet policy. _____

INSURANCE

Event insurance is suggested, but not required. Below are links to event insurance providers. Without insurance, the client will be solely responsible for paying any damages that occur as a result of the event that otherwise would have been covered by insurance.

- <https://www.phly.com/products/SpecialEventsIns.aspx>
- <https://americanspecialtyexpress.com/programs/special-events/event-insurance>
- <https://www.progressive.com/special-event-insurance/>

PHOTOGRAPHY AND SOCIAL MEDIA

The Garden has the right to use information and/or photos of your event on their website, event space promotions, Facebook, Instagram, and other social media platforms.

Page Break

COVID-19 POLICY

All visitors to the Garden should follow the guidelines set forth by the Center for Disease Control (CDC), Alexandria Health Department, and the Commonwealth of Virginia per the client's discretion.

REFUNDS

COVID-19 will not be accepted as a force majeure, normal cancelation policy will apply. An optional \$250 covid insurance can be added to any event allowing for one reschedule or a 50% refund.

INDEMNITY

I agree that I am personally responsible for my safety and actions while using The Garden. I agree to comply with all The Garden policies and rules, including but not limited to all policies, guidelines, signage, and instructions.

Initials: _____

Because The Garden is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.

Initials: _____

I release The Garden from all liability, claims, demands, or actions directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19.

Initials: _____

X _____

ACKNOWLEDGEMENT AND SIGNATURES

I HAVE READ AND AGREE TO ABIDE BY THE ABOVE CONTRACT AND THE TERMS AND CONDITIONS CONTAINED THEREIN, AND HEREBY ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR THE ONE-DAY RENTAL OF THE GARDEN BY THE PARTY(S) NAMED ON PAGE ONE AND SIGNED BELOW.

Date _____ Client Signature _____

Date _____ Event Coordinator Signature _____