



WAREHOUSE

100

General Contract

This Agreement is made effective as of _____, by and between **Warehouse 100** and
(names of clients)_____

The Clients represent that they desire to hold a special event on (date)_____

with the arrival time at _____ on the date of _____.

and a check out time of _____ on the date of _____.

1) VENUE RENTAL FEE(S):

- (a) The Clients or Representative for the Client (s), agree to pay an initial NON-REFUNDABLE fifty percent (50% + 6% PA sales tax) of the total of all fees to reserve your event date. This payment serves to hold the venue for the specified date of event or wedding and is payable at the time of contract signature. Warehouse 100 will use reasonable efforts to hold your preferred date for five (5) calendar days but reserves the right to schedule another event if You have not provided a signed agreement and non-refundable deposit. Event dates will only be held for five (5) calendar days; from the date that Warehouse 100 accepts your request to hold a date. If a signed contract and deposit is not received by Warehouse 100 within five (5) calendar days, your event date will be released. **For weddings**, A \$500.00 security deposit will be required prior to the final payment of the event. This check WILL NOT be cashed and will be returned to You UNLESS there is damage to the property or if our staff is required to clean up cigarette litter from the property after your event. If there is no damage, the security deposit will be returned to you within fourteen days after the conclusion of your event. **For rentals**, security deposits are structured according to the designated time frame of the agreement and are as follows. If your rental time frame is within a 0-4 hour time frame, a \$100 security deposit is required - if your rental time frame is within a 4-8 hour time frame, a \$200 security deposit is required - if your rental time frame is within a 8-12 hour time frame, a \$300 security deposit is required.
- (b) The remaining agreed upon VENUE RENTAL FEES will be due 30 days prior to the date of the event or wedding. The agreed upon date of payment will be the following:_____.
- (c) Payments may be made via cash, certified check (addressed to Warehouse 100), debit card or credit card.
- (d) Services will not be provided without the final payment being received in advance.

2) DATE CHANGES:

In the event the Client (s) is forced to change the date of the event every effort will be made by **Warehouse 100** to transfer reservations to support the new date. The Client(s) agree that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Client(s). The Client(s) further understands that last minute changes can impact the quality of the event and that **Warehouse 100** is not responsible for these compromises in quality.

3) CANCELLATIONS:

- (a) We understand that sometimes it is necessary to change or cancel a reservation. All cancellations or reservation changes must be made in writing and sent to Warehouse 100, 100 W Franklin St. New Holland, PA 17557. The guest is responsible for verifying that **Warehouse 100** (Brandon and Taylor Holmes, Owners) have received their cancellation letter. We will make every effort to re-book the warehouse. If a cancellation is successfully re-rented, all of the rent, taxes and damage/security deposit will be refunded, less a \$100 cancellation fee. Exceptions to this policy are as stated below:
- Government prohibiting use of the venue due to an unexpected mandate

4) CIRCUMSTANCE BEYOND THE CONTROL OF WAREHOUSE 100

If Warehouse 100 is unable to provide the facilities or any other arrangements for your function or any part thereof, or to otherwise perform the terms of this agreement and its failure is due to circumstances beyond its control, such as but not limited to weather, strike or labor difficulty, power failure or similar force majeure event, Warehouse 100 will not be responsible for any costs, damages or expenses that you may suffer or incur. If a major weather disaster or force majeure circumstance occurs and your event must be rescheduled we will reschedule your event within the same calendar year.

5) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by Client(s), which includes all EVENTS PLANNERS, WEDDING COORDINATORS, and VENDORS who are involved in the planning and execution of the event being held at **Warehouse 100**.

PLEASE READ THIS DOCUMENT CAREFULLY

IT CONTAINS IMPORTANT INFORMATION FOR YOUR EVENT AND IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND

WAREHOUSE 100.

- (a) Parking: All vehicles associated in any way with the event or wedding must be parked within or along a public and designated parking area. **No vehicles shall be parked on any other lawn surface, driveway, or parking area** unless granted permission by the owners. Failure to obey these rules may result in a penalty or fine monitored by the police or Warehouse 100.
- (b) Candles: Candles are to be monitored. Wax is not to be spilled on the floor, and will result in a forfeit of the security deposit. In the case of a fire contact 911, or Taylor Holmes (717)371-0588.
- (c) Warehouse 100 is not responsible for any lost, stolen or damaged articles left on the premises prior to, during or following any event.
- (d) All decorating and removal of decorations is the responsibility of the renter, and decorations must be removed immediately after the function, unless other arrangements are made with management. If

items are left on the premises, after scheduled rental times - they will then be considered forfeited by the client, and belong to the property of Warehouse 100.

(e) The Kitchenette is to be cleaned after every use. No grease or oil is to be poured down the kitchen sink.

(f) You are required to provide Warehouse 100 with the following information in writing 30 days prior to your event:

1. Start time of the event. _____
2. End time of the event. _____ (Note that wedding events must end by 11:00 pm)
3. Provide all vendor names and contact information of all vendors and professionals that will be providing services (ex. Limousine, DJ, florist, etc.) so that Warehouse 100 may contact them and coordinate access and arrival time.
4. General timeline of event
5. Guest final attendance numbers.
6. All plans and designs for any exhibitions or displays that you propose to stage or present during your function shall be provided to and shall be approved by Warehouse 100 at least one month prior to your function.

(g) Your function must be conducted in an orderly and lawful manner. Warehouse 100 reserves the right to terminate your function if it believes that your function is not being conducted in an orderly and lawful manner. Intoxicated persons will not be served alcohol and may be removed from the premises.

(h) At no time shall guests be permitted to climb on the ladders or beams of Warehouse 100.

(i) No sparklers will be permitted to be lit inside the buildings at any time.

6) EVENT ENDING TIMES:

All events and weddings must end by 11pm on Friday and Saturday evenings, 10pm on Sunday-Thursday evenings to comply with sound ordinances and in order to allow for cleanup and closure of the site by midnight. Failure to comply may result in an additional fine of up to \$600. **All rentals** must end by the ending time stated on their contracts. Warehouse 100 will allow a 15 minute moratorium on all events and weddings to help clients end their rentals. Beyond that timeframe, you will receive an immediate fine of \$25 and additional fines at a rate equating to \$10 every five minutes will continue if client(s) have not vacated the premises.

7) DECORATIONS:

In order to avoid any potential damages to the warehouse, decorations may not be hung with tape, wire, nails or screws, unless special arrangements have been made between the Client(s) and the venue owners. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Client(s) and the venue owners. Warehouse 100 does not allow confetti balloons to be popped anywhere in or outside of the premises - failure to abide by these rules will result in forfeit of the security deposit.

8) INSURANCE:

Client(s), through Event Planner or Caterer shall maintain Commercial General Liability Insurance including Host Liquor liability, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such Insurance shall name **Warehouse 100** as additional insured, and a certificate of insurance with an endorsement must be provided 30 days prior to the event.

9) LIQUOR/BEVERAGES/ILLEGAL SUBSTANCES:

All liquor must be served by an Insured Licensed Bartender. Alcohol may not be served to minors. Illegal substances are not allowed at any time on the premises. Drunken/Violent disturbances are prohibited and subjected to immediate removal from the premise and possible termination of the event without refund. We urge You and all of our lessees to obtain event insurance that provides for liability coverage for alcohol-related damages, injuries, and claims. While any caterer that provides services at Warehouse 100 will be required to provide RAMP certified servers (and/or You, in the case, that You do not use a caterer or use Your own staff if permitted by Warehouse 100, the ultimate responsibility for alcohol issues lies with You and Your caterer. Your bartenders must be from a professional bartending company or through your caterer. The service of alcohol will not exceed 5 hours.

10) SECURITY DEPOSIT:

A \$500.00 security deposit will be required prior to the final payment of the event. Deposits are then returned 15 days after the event if there is no damage caused to the venue. If there are any damages that exceed the amount of the security deposit, then it shall be the responsibility of the Client(s) to fulfill the outstanding balance owed.

11) MUSIC:

All music must end by 10pm during weekdays and 11pm on weekends to comply with sound ordinances.

12) SMOKING:

Warehouse 100 is a non-smoking venue. Smoking will be permitted only outside of the venue.

13) PHOTOGRAPHY:

This venue allows live video and still photography to assist with promotion of the venue. All photos / videos taken at **Warehouse 100** by your Vendors will also be the property of the estate and could be used for promotional purposes.

14) PRIVATE EVENTS RESTRICTIONS:

Warehouse 100 reserves the right to refuse any private event which violates its core values. We will review this agreement and your event requirements/requests within ten (10) business days and should, in our sole opinion, the event contradict those core values, we will cancel the event and refund any deposits in full.

14) FAILURE TO COMPLY WITH VENUE POLICIES WILL FORFEIT SECURITY DEPOSIT.

15) WAIVER AND RELEASE

The CLIENT(S) agrees to release Warehouse 100, its agents and employees, from any liability from personal injury, property damage or loss sustained by the Client(s) directly or indirectly resulting from the Client's activities or participation in the Rental Agreement

The Client(s) further waives, as against the Warehouse 100, its agents and employees, all claims, resources and rights of action that the Client(s) might have against the Warehouse 100 as a result of such personal injury, property damage or loss.

16) INDEMNIFICATION

The Client(s) agrees to indemnify, reimburse and hold harmless Warehouse 100, its agents and employees, from and against any and all claims, demands, losses, costs, actions, suits or proceedings by Third Parties that arise out of or are attributable in any way to the EVENT or the activities of the Client(s), its agents or employees or the use of Warehouse 100's facilities. In this section, "cost" includes lawyer's fees (on a solicitor and own client basis), accounting fees and expenses, court costs and all other out-of-pocket expenses. Warehouse 100 expressly does not waive its right to any indemnity to which it may be entitled in addition to that stated above.

17) GENERAL

The Client(s) acknowledges that he/she has read these waiver, release and indemnity agreements and understands and accepts the contents hereof.

The Client(s) agrees that in the event that any provision herein contained is deemed to be unenforceable and/or invalid, that the provision shall be severable from the whole document, and shall not affect the validity and enforceability of the other provisions and documents as a whole.

18) CLIENT INFORMATION:

Information is required for the best point of contact during this time. Please fill out the following information.

NAME: _____

ROLE: _____

EMAIL: _____

PHONE NUMBER: _____

SIGNATURES:

Party receiving services:

Responsible for all the above.

Print Name: _____

Sign Name: _____

Date: _____

Print Name: _____

Sign Name: _____

Date: _____

Warehouse 100 Venue:

Print Name: _____

Sign Name: _____

Date: _____

Print Name: _____

Sign Name: _____

Date: _____