

ALCOHOL RESPONSIBILITY AGREEMENT

Legal Name of Renter: _____ Date: _____
Time of Use of Facility: _____ Time of Service of Alcohol: _____
Planned Activity: _____

The undersigned, being 21 years of age or older and desiring to entertain undersigned and undersigned's guests at The Venue in Valley Junction's LLC facility ("Facilities"), acknowledges that the operator of the Facilities, The Venue in Valley Junction, LLC does not have a license or permit for the service of alcoholic beverages at the Facilities. Therefore, if the undersigned's planned activity includes the service of alcoholic beverages at the Facilities, the undersigned agrees to the requirements and individual responsibility with respect to the service of alcoholic beverages as set forth below.

1. Will the undersigned be charging guests (whether an admission fee or charge for alcoholic beverages) or requesting donations that will be used directly or indirectly for the cost of the alcoholic beverages or food? Yes__No__

If "Yes" - Undersigned CANNOT serve alcoholic beverages at Facilities UNLESS undersigned has obtained and presented to The Venue in Valley Junction, LLC the applicable Class C Special Events License from the Iowa Alcoholic Beverages Division and provided The Venue in Valley Junction with a certificate of insurance for dram shop liability insurance coverage with limits of no less than \$1,000,000 per occurrence and listing The Venue in Valley Junction, Heart of Iowa Market Place, LLC, and Envision Homes Holding Company, LLC as additional insureds. This documentation must be provided to The Venue in Valley Junction ONE WEEK PRIOR to the event or the event will be cancelled. Undersigned shall strictly comply with the requirements of a licensee or permittee under the Alcoholic Beverage Control Act of the Code of Iowa.

If "No" – Please answer the following question:

Will undersigned be serving beer and wine only, or will undersigned also be serving liquor? (Check the applicable box)

Beer and wine ONLY will be served _____

Liquor will be served _____

IF BEER AND WINE ONLY: Undersigned agrees that undersigned shall ONLY serve beer or wine, that such beverages shall ONLY be served to undersigned's guests, and that undersigned shall strictly comply with the following requirements:

- i. No alcoholic beverage shall be served or supplied to any person under 21 years of age. Undersigned shall exercise reasonable care to ascertain whether a person is under 21 years of age.
- ii. No alcoholic beverage shall be served an intoxicated person, or one simulating intoxication.
- iii. Undersigned shall not have a person under the age of 18 years of age involved in serving alcohol.
- iv. Undersigned shall not keep on the premises any alcoholic beverage in any container except the original package purchased, or reuse any container originally used for packaging any alcoholic beverage.
- v. The undersigned agrees that liquor SHALL NOT be dispensed or made available to any person during the undersigned's use of the Facilities.

IF LIQUOR WILL BE SERVED: Undersigned agrees that undersigned shall obtain and present to The Venue in Valley Junction the applicable Class B or Class C License WITH catering privilege from the Iowa Alcoholic Beverages Division and provide The Venue in Valley Junction with a certificate of insurance for dram shop liability insurance coverage with limits of no less than \$1,000,000 per occurrence and listing The Venue in Valley Junction, Heart of Iowa Market Place, LLC, and Envision Homes Holding Company, LLC as additional insureds. This documentation must be provided to The Venue in Valley Junction ONE WEEK PRIOR to the event or the event will be cancelled.

Undersigned MUST serve food at the event in order to comply with the license requirements. Undersigned shall strictly comply with the requirements of a licensee or permittee under the Alcoholic Beverage Control Act of the Code of Iowa. In addition, the undersigned agrees that the beverages shall ONLY be served to the undersigned's guests.

2. The undersigned shall comply with, and assure all other persons' compliance with, Facilities' rules as contained in this Agreement and as posted at the Facilities, and all Federal, State, and local laws and ordinances. In addition, to the extent applicable, the undersigned shall comply with the requirements of the Alcoholic Beverage Control Act of the Code of Iowa.

3. The undersigned, being of legal age and in consideration of the opportunity to use the Facilities and to participate in the activity identified above, hereby agrees to assume full responsibility for any risk associated with or resulting from such activity and further agrees to indemnify and hold harmless The Venue in Valley Junction, Heart of Iowa Market Place, LLC, and Envision Homes Holding Company, LLC their owners, managers, employees, agents and representatives (the "Released Parties"), from all risks associated with or resulting from the undersigned's use of the Facilities and further agrees to indemnify and hold harmless the Released Parties from any and all claims, causes of action, demands, liabilities, damages, and expenses (including reasonable attorney fees) of every kind, resulting from or relating in any way to: (a) the undersigned's use of the property (whether such use is by the undersigned, its guests, invitees, permittees, licensees, or trespassers); (b) the service or consumption of alcoholic beverages at Facilities; (c) the undersigned's violation of this Agreement; or (d) any damage or injury suffered by any person or property in any way connected with the undersigned's use of the facilities, service, consumption of alcoholic beverages, or any activity taking place at the Facilities. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES.

Agreed by Undersigned:

(Print Name) _____

(Signature) _____

Address: _____ Phone: _____