

EVENT REQUEST, RENTAL, AND LIABILITY FORM

CAUTION: CONTAINS RELEASE AND INDEMNIFICATION PROVISIONS – PLEASE READ CAREFULLY

The undersigned ("Renter") desires to rent The Venue in Valley Junction facilities indicated below ("Facilities") for the intended use described below ("Intended Use") at the applicable fees and charges, and upon signing this Agreement, the Renter will be permitted to rent the Facilities located at 209 Fifth Street, West Des Moines, Iowa under the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth in this Agreement, The Venue in Valley Junction, LLC, operator of the Facilities, and the Renter agree as follows:

1. **RENTAL OF FACILITIES.** The Renter shall be permitted to rent the Facilities on _____. Rental includes usage of the Facilities indicated above and the personal property and equipment at such Facilities (unless otherwise noted as "not available for rental use"). The Renter agrees that such use shall be in accordance with this Agreement and all rules and regulations established by The Venue in Valley Junction, LLC. The Renter agrees to pay in full The Venue in Valley Junction, LLC the sum of \$_____ the Renter shall pay to The Venue in Valley Junction in full of the aforementioned sum to reserve the Facility. If the event is cancelled during the scheduled usage time, whether by the Renter or by The Venue in Valley Junction (if Renter has failed to comply with this Agreement or the Alcohol Responsibility Agreement, if applicable), the full amount of the rental fee and other applicable charges will be due and payable.

2. **CANCELATION.**

- 60 days or more prior to reservation: A full refund will be issued.
- Less than 60 days prior to reservation: Facility rental fee will not be refunded.
- Post Reservation: If the facility is reserved and not used, no refund for the facility rental fee will be issued.

 Check here if alcoholic beverages will be served at the event. If checked, the Renter is required to review, sign, and comply with the attached Alcohol Responsibility Agreement, and once signed such agreement shall become a part of this Agreement. If not checked, or if checked and Renter fails to sign and comply with the Alcohol Responsibility Agreement, consumption of alcoholic beverages is STRICTLY PROHIBITED.

3. **ASSUMPTION OF RISK AND LIABILITY.** The Renter accepts and assumes all risks of personal injury, property damage, or loss of personal property, and any liability associated therewith, arising from or in any way related to the Renter's use of the Facilities.

4. **RELEASE.** The Renter fully and forever releases and discharges The Venue in Valley Junction, LLC, Heart of Iowa Market Place, LLC, Envision Homes Holding Company, LLC, Abby Sharp and their respective owners, managers, employees, agents, representatives, successors and assigns (hereinafter collectively referred to as the "RELEASED PARTIES") from any and all claims, demands, actions, causes of action, damages, costs, and expenses, whether known or unknown, on account of, or in any way relating to personal injuries, death, or property loss or damage arising from, related to, or in any way connected with the Renter's use of or presence on the Facilities. The "Renter's use of or presence on the Facilities" includes the Renter and the Renter's guests, visitors, invitees, employees, contractors, agents, licensees, permittees, and trespassers. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES.

5. **INDEMNIFICATION.** The Renter agrees to indemnify and hold forever harmless the RELEASED PARTIES from any and all loss, liability, damages, and costs, including attorney fees, that the RELEASED PARTIES or any of them or their property may sustain as a result of occurrences, claims, demands, causes of action, or judgments related to, or in any way connected with, the use of or presence upon the Facilities by the Renter or the Renter's guests, visitors, invitees, permittees, trespassers, employees, contractors, agents, and representatives, or arising from, related to, or in any way connected with, the Renter's use of or presence upon the Facilities, or any food, beverage, goods, or services made, processed, served or delivered by or to the Renter or any other person or entity, whether caused, in whole or in part, by the negligence, if any, of the RELEASED PARTIES, or any of them, or otherwise.

6. **COMPLIANCE WITH APPLICABLE LAW.** The Renter agrees to comply, and shall cause its guests, visitors, invitees, permittees, employees, contractors, agents, and representatives to comply, with all federal, state, and local laws, regulations and ordinances applicable to the Renter's use of the Facilities. In addition, the Renter shall comply with all state and local laws, rules and ordinances governing the dispensing and consumption of

alcoholic beverages, if permitted under this Agreement, and the Renter shall obtain all necessary licenses and permits for the dispensing of alcoholic beverages at the Facilities, if permitted under this Agreement. The Renter shall closely supervise the consumption of alcoholic beverages, if permitted under this Agreement, by persons present and shall prevent any underage consumption or any person from becoming intoxicated at the Facilities.

7. CLEAN-UP; DAMAGE TO FACILITIES; DAMAGE DEPOSIT. The Renter agrees to clean-up the Facilities used, pick up any trash, debris, or litter, and leave the Facilities in the same condition as existed prior to the Renter's use. The Renter shall be responsible for any theft or damage to the Facilities or its fixtures, furniture, appliances, or equipment occurring during, or as a result of, the Renter's use of and presence on the Facilities. Renter shall provide credit card information to cover any damages during the rental period. The Venue in Valley Junction holds the right to charge this card to repair or replace any damaged or stolen items. The replacement value of any stolen, broken or damaged items will be used to calculate the amount due.

8. DECORATIONS. No items may be attached to walls, hung from lights, etc. Decorations can only be placed on tables and other surfaces. No confetti, glitter or open flame candles may be used. You are responsible for your guests - any damage to the space or furniture will be charged to your credit card.

9. SECURITY FINE. It is very important that BOTH the FRONT and BACK doors of the Venue get locked at the end of your event. Failure to do so will result in a \$100 security fine. Charges will only be made the credit card below if failure to lock both doors, failure to exit space by end time of event and/or in the result of any damages.

10. LATE DEPARTURE. A late departure fee of \$50 will be charged for every 30 minutes past your rental expiration.

Credit Card Number:

Expiration Date:

CVC Security Code:

Billing Zip Code:

Agreed to this (today's date)_____

(Print Name)_____

Signature _____

Phone Number:_____