

Ballroom at **THE RESERVE**

116 S Commercial Street #300, Neenah, Wisconsin 54956

RENTAL AGREEMENT

I. Payment

- A. Deposit: The deposit stated is due at the time of the completion of this Contract.
- B. Security Deposit: \$500 due 30 days before the date of rental. If no damage found, it will be returned within 21 days after the completion of your event.
- C. Balance: The remaining balance is due in full no later than 30 days before the date of rental.
- D. Cancellation/Refund: The deposit is non-refundable. If cancellation is within 30 days of the event, the client is responsible for the entire rental fee.
- E. Returned Checks: There will be a \$50.00 fee for any returned check.
- F. Holiday Surcharge - Saturday Rental Rate plus \$500
- G. Our bar fee is based on our actual expenses to stock and serve alcoholic beverages. The bar fee is subject to change based on current rates of goods and services.

II. Set Up - Clean Up - Caterers – Decorations & Rented Equipment

- A. Setup: Access to the facilities for setting up, including setup for caterers, will be during the hours stated in the contract. A written schedule of Setup or Load-In/Out must be provided to the Ballroom at the Reserve Sales Manager at least fourteen (14) days before the event so that the proper number of tables, chairs, etc can be made available.

We do not provide silver, glassware, or tableware. The Ballroom at the Reserve staff's sole responsibility is to supply the above listed rented items to the space being rented, along with trashcans and liners. BATR staff will not be responsible for the moving, setting up, or taking down of any equipment brought in by or for the Renter and/or Caterer. Renter is totally responsible for all set-up and break down of these brought in items.

- B. Clean-Up: The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment and rented supplies must be removed from the premises immediately after each use of the facilities AND NO LATER THAN THE EXIT TIME STATED ON THE FACE OF THIS CONTRACT, or you will be charged an excess fee. Unless agreed upon before event. Any catering areas used must be cleaned and left in an "as found or better" condition. All trash brought in by caterer must be removed from the building by the caterer. Renter must immediately take care of any major spillage. If Renter is unable to remove spillage, BATR will have area professionally cleaned at Renter's expense.
- C. Parking: Parking is available in the City Lots and Ramp.
- D. Decorations: Except with the prior written consent of The Ballroom at the Reserve Sales Manager, Renter shall not (a) cause or permit the facilities to be injured, marred, or in any manner defaced or changed; (b) place any nails, hooks, tacks, screws or other fasteners into any part of the facilities; (c) place or permit to be placed signs on painted walls in any part of the facilities. No decorations such as posters, pictures or banners are to be fastened to walls, woodwork or curtains inside or out.
- E. Rented Equipment: All rented equipment and supplies must be delivered the day of the event during the hours specified on the face of this Contract. All rentals must be cleaned and neatly stacked in the prep area.
- F. Caterers: Caterers must have proper licenses and liability insurance coverage. There will be NO preparation of raw food or re-frying of fully prepared foods in the kitchen – Health Department Regulations.
- G. Equipment: All Caterers' equipment must be removed the day of the event. RB is not responsible for any lost or stolen Caterers' or Renters' property or equipment rented for use by the Caterer or Renter.

III. Food, Beverage and Products

- A. Alcohol: All beverages served at functions associated with the event must be provided, prepared, and served by The Ballroom at the Reserve staff, and must be consumed on premises.
- B. Tobacco: No smoking or vapor is permitted in any part of The Reserve facilities.

IV. Destruction and Damage

- A. Damage: If anyone damages the facilities or artwork during the rental period, Renter shall pay for all necessary repairs.
- B. Destruction: If the Ballroom at the Reserve facilities are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Rental Contract shall terminate, payments will be returned and Renter waives all rights to any claims against The Ballroom at the Reserve.

V. Facility Use

- A. Compliance: Renter agrees that any use of The Ballroom at the Reserve facilities will comply with all statutes, ordinances, rules and regulations issued by Federal, State and municipal governments, including all rules of the Neenah Police and Fire Departments.
- B. Licenses & Payments: Renter agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority, any and all license fees, permits, royalties and taxes required in connection with the use of the facilities.
- C. Hazardous Material: Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.

VI. Responsibility and Indemnity

- A. Conduct: The conduct of all program participants and spectators while on the Ballroom at the Reserve property shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or artistic content on The Ballroom at the Reserve premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. The Ballroom at the Reserve retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.
- B. Indemnity: Renter shall release, indemnify, keep and save harmless its agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.

VII. Security

- A. Building Security. The Ballroom at the Reserve is not responsible for any valuable items left in the facilities. The Ballroom at the Reserve should be locked when not in use, but others may use the facilities during this rental period and parts of the buildings may be open to the public. The Renter should take necessary precautions to protect valuable personal property and arrange with the BATR Sales Manager for keys and closing procedures when using the facilities after regular working hours.
- B. Building Safety. 1) Capacity. The Renter will not sell or distribute tickets to events in excess of the seating capacity or admit a larger number of persons than can safely and freely move about in the rented areas. (180 seated dinner big ballroom, 250 standing reception) 2) Exits. No portion of any passageway, or exit shall be blocked or obstructed in any manner and no exit door shall be

By signing this Rental Contract, the Renter acknowledges having read and comprehends this contract, and understands that this Rental Contract is binding on both parties and the organizations they represent.

RENTER:

Signature _____ Date: _____
Print Name: _____ Title: _____
Phone: _____

RESERVE BALLROOM:

Signature _____ Date: _____
Print Name: _____ Title: _____
Phone: _____