



747 N. Main St.
Lumberton, TX 77657
magnolialaneoccasions@gmail.com

Event Space Rental Agreement and Contract

EVENT SPACE RENTAL AGREEMENT AND CONTRACT Agreement made on _____, 20____, by and between Magnolia Lane and _____, referred to as "Client". Client agrees to hire, and Magnolia Lane agrees to make available the use of the Event Space located at 747 N. Main St., Lumberton, TX 77657 with the following terms and conditions.

Date of Event: _____

Type of Event: _____

Set-up starting at: _____

Event starting at: _____

Event ending at: _____

Clean-up ending at: _____

Total Hours: _____

Number expected: _____

Client Name: _____,

Client Address: _____,

Client Phone: _____, Client Email: _____.

Approximately 1,200 square feet space available (depending on agreement) with seating for 75, accommodates 50-60 seated comfortably at tables. Accessibility, decorations, events, and hours or operations will be handled on case-by-case basis. All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events.

A signed contract and date-hold deposit of 1/2 the total fee is due on day of booking.

Cancellation: Deposit is non-refundable. No refunds of the space rental fees thereafter will be refunded if canceled 30 days or less prior to an event, as your agreement to rent Magnolia Lane may cause the loss of additional bookings or business. If circumstances beyond the control of Magnolia Lane force us to cancel your reservation, Magnolia Lane will refund all sums paid.

Payments should be made to Magnolia Lane. Cash, in state Checks and major credit cards are accepted. A CREDIT CARD AUTHORIZATION FORM is located on the last page (#5) of this contract.

Client Initials: _____ Date: _____



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Rental Rates

(All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events, or at the discretion of Magnolia Lane.) An additional \$150 clean-up fee will be charged for events who do not clean up after themselves.

ALL RENTALS REQUIRE 2 HOUR MINIMUM

Weekday Event Rental (Mon – Fri 9:00am – 5:00pm)

_____ \$50/Hour
_____ \$400-Full Day (9:00am-5:00pm)
_____ +\$150 for clean up if needed

Weeknights Event Rental (Mon – Thurs after 5:00pm)

_____ \$60/Hour
_____ +\$150 for clean up if needed

Friday, Saturday, Night Event Rental (after 5:00pm)

_____ \$85/Hour
_____ \$425-Full Evening (5:00pm-10:00pm)
_____ +\$150 clean up fee if needed

Saturday and Sunday Daytime Event Rental (Sat 9:00am -5:00pm; Sun 1:00pm – 6:00pm)

_____ \$75/hour
_____ \$600-Full Day (9:00am-5:00pm)
_____ +\$150 clean up fee if needed

We want to make your event as special as possible, and we know this means being flexible with times and schedules. If you need special accommodations, please contact us for an individual quote.

TOTAL EVENT FEE: _____

DEPOSIT DUE: _____

Client Initials: _____ **Date:** _____



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Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping Magnolia Lane maintained and a safe location for future use.

Deposit/Rental Fees:

A signed contract and date-hold deposit of ½ of the total event price must be received to reserve your date(s) and time(s). This is nonrefundable unless Magnolia Lane is forced to cancel, and in that event, the full deposit will be refunded. The balance of your space rental fee is due at the time of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Smoke-Free Facility: Magnolia Lane is a smoke-free facility. There is no open flame or frying allowed on site or any cooking, as our facility is not ventilated. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff.

Attorney fees: In the event Magnolia Lane retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

Lost and Found: Magnolia Lane takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Promotions and Copyright: It is important to us that you have a fantastic and successful event. Should Magnolia Lane be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event. We are happy to provide professional created images and logos of Magnolia Lane for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes, unless otherwise agreed.

Catering, Cleaning, Trash and Equipment Removal: Magnolia Lane will be in a clean condition prior to your event. Upon additional planning with Magnolia Lane, you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed immediately unless approved otherwise by Magnolia Lane.

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Site Decoration: Magnolia Lane wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items should be used on our walls. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged. No glitter of any kind is permitted.

City, County, State and Federal Laws: Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. Alcohol is NOT permitted on the premises UNLESS a separate alcohol agreement is signed and a security officer from our specific list is contracted to provide security services during the entire event. The fee for officer security services is SEPARATE from and in addition to any rental fees. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Magnolia Lane reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Magnolia Lane or the safety of its staff, guests, or building contents.

Liability: Renter agrees to indemnify, defend, and hold Magnolia Lane, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at Magnolia Lane.

Conduct: There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Magnolia Lane staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

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Please complete and sign this form to authorize Magnolia Lane to make a debit(s) to your credit card listed below.

Once complete, please email to magnolia_lane@gmail.com.

By signing this form, you give Magnolia Lane permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize Magnolia Lane to immediately charge my credit account a date-hold deposit in the amount of \$ _____ (half) of my total rental fee.

Note: date-hold deposits are non-refundable.

This payment is for my event on (date) _____.

Please note that the space rental fees balance will also be charged to this card at the time of your event.

If you would like to use an alternative payment method (check, additional credit card, cash) for the remaining space rental fees and balance please specify exact intent and instructions here.

_____.

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address: _____ Billing Phone: _____
City, State, Zip: _____ Email: _____

Account Type: Visa MasterCard AMEX Discover

Cardholder Name: _____

Account Number: _____

Expiration Date: _____ (MM/YYYY)

CVV2 Number: _____ (3 digit # on back of Visa/MC or 4 digits on front of AMEX)

I authorize Magnolia Lane to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of the credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Signature: _____ **Date:** _____

Client Initials: _____ **Date:** _____