



PLANK & PEARL

BOUTIQUE VINTAGE RENTALS AND STYLING

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Event Date: _____ Set-Up Time: _____ Event Start Time: _____ Event End Time: _____ Wrap Time: _____

Event _____ Number of Guests: _____

Single Event or Multiple Days/Nights: _____

Event details, including proposed schedule:

Name: _____ Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

Primary Phone: _____

Email Address: _____

NOTE: Rental time is inclusive of load-in and load-out. If your event runs past the agreed-upon period, you are subject to additional fees.

- A signed contract and date-hold deposit in the amount of 50% of total fees must be received to reserve your date(s) and time(s).
- The balance of your space rental fee is due one week prior to your event.
- A copy of your Special Event Liability Insurance (see INSURANCE section on page 2) is due no later than ten (10) days prior to your event.

Payments should be made to Plank & Pearl. Major credit cards or Paypal are accepted.

A CREDIT CARD AUTHORIZATION FORM is located on the last page of this contract.

No Date Rental/Deposit fees will be refunded, as your agreement to rent on this date may cause the loss of additional bookings or business.

Acknowledged, Agreed and Authorized by Primary Contact/Renter: _____ Date: _____

Acknowledged and Agreed by Plank and Pearl : _____ Date: _____

Please initial and date the following three pages.



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CONDITIONS AND RESPONSIBILITIES OF RENTER

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

DEPOSIT/RENTAL FEES

A signed contract and date-hold deposit must be received to reserve your date(s) and time(s). The balance of your space rental fee is due thirty (30) days prior to your event. Any additional costs that arise will be due within two (2) days of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

INSURANCE

Special Event Liability Insurance is required of ALL renters and is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Plank & Pearl employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million. Plank & Pearl shall be named as an additional insured of said policy.

If alcohol is to be served, please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Established Catering Services may use their license and insurance to cover this.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to Plank & Pearl, naming the Plank & Pearl as stated, and will be delivered at least one month prior to the event.

LIABILITY

Renter agrees to indemnify, defend, and hold Plank & Pearl, 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 renter, its employees, and agents of alcoholic beverages at Plank & Pearl.

In the event Plank & Pearl, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay Plank & Pearl, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Plank & Pearl, including all collection expenses and interest due.

CATERING STANDARDS

You may use a caterer of your choice—or one from our recommended list. In addition, you are allowed to bring in your own food and drink. Please note that it is illegal for you to sell alcohol, although you may serve it to your guest 21 years or older.

Insurance/Credit Card—All caterers working at Plank & Pearl are required to execute a separate agreement, which Plank & Pearl will provide to Renter. All caterers working at Plank & Pearl are required to have a valid Certificate of Insurance and a Credit Card on file with us.

Kitchen Policy—The Plank & Pearl kitchen is production space and is to be used for final food presentation, heating, plating and bussing only.

Please note that Plank & Pearl does not provide dishes, glassware, pots, pans, knives or utensils, unless provided at an additional cost.

The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. A final walk-through with a member of our event staff is mandatory at the close of your event. Caterers must remove all trash, composting and recyclables from the site as we do not have adequate facilities. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the caterer.

Failure to remove or clean will result in additional fees to caterer and will be charged to the caterer's credit card on file. Plank & Pearl encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. Plank & Pearl proudly commits to as close to zero waste events as possible.

Contact/Renter Initials: _____

Date: _____



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CAPACITY

No more than 80 individuals, including event vendors, unless previously approved via email by Plank & Pearl

SITE DECORATION

Plank & Pearl 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. We ask that only the staff of Plank & Pearl rearrange and move any furnishings, including, but not limited to, artwork, lamps, decor or seating. No nails, screws, staples or penetrating items are to be used on our walls or floors. NO glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage or loss to the property or Plank & Pearl's furniture, fixtures, decor, and rental inventory will be charged after your event.

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. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Plank & Pearl staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made.

LIVE MUSIC/DJs/NOISE

Any DJs or other audio provider, hired by Rent, must execute a separate agreement, which Plank & Pearl will provide to Renter. Please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, Plank & Pearl's onsite manager has full authority to ask the renter to lower or eliminate noise. If repeated disturbances are created, at Plank & Pearl's discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter.

Music must end by 10 p.m. during weeknights (Monday through Thursday) and by 11 p.m. on weekends (Friday and Saturday). At Plank & Pearl's discretion, additional time can be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

Note: CITY OF LAKEWOOD: Title 9 Offenses against Public Peace

9.52.160 Amplified sound.

A. No person shall use or operate any loudspeaker, public address system, or other sound- amplifying equipment for the purpose of giving instructions, directions, talks, addresses or lectures, or for transmitting music or sound to any persons or assemblages of persons, between the hours of ten p.m. of one day and seven a.m. of the following day, in such a manner as to be plainly audible at the property line. The intensity and loudness of any amplified sound, which is transmitted between the hours of seven a.m. and ten p.m. of one day, shall not be unreasonable.

LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe given by Plank & Pearl. If there is an event prior to yours a timed delivery will be required. Plank & Pearl is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load-out times. This also applies to items left post event for shipment out via courier. Note: It is not the responsibility of Plank & Pearl to ensure that pick-ups are scheduled and executed.

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Date: _____



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CLEANING, TRASH AND EQUIPMENT REMOVAL

Plank & Pearl will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found.

All rental equipment must be removed immediately following your event.

LOST AND FOUND

Plank & Pearl 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 Plank & Pearl be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages, social media, and communications.

We are happy to provide professionally created images of our space for promotional materials. We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

ENTRY AND EXIT

Renter agrees that Plank & Pearl staff may enter and exit premises during the course of the event. A representative of Plank & Pearl will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

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. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Plank & Pearl 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 Plank & Pearl or the safety of its staff, guests, or building contents.

INDEMNITY/HOLD HARMLESS

Renter shall defend, indemnify and hold Plank & Pearl, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Renter in performance of this Agreement, except for injuries and damages caused by the sole negligence of Plank & Pearl.

ARBITRATION and MISCELLANY

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the American Arbitration Association. This arbitration will take place in Jefferson County, Colorado. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the American Arbitration Association. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$100.

This Agreement incorporates the entire understanding and agreement between Plank & Pearl and Renter. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of Colorado shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Photographer and Company.

Contact/Renter Initials: _____

Date: _____



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CREDIT CARD PAYMENT AUTHORIZATION FORM

Plank & Pearl requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize Plank & Pearl to make a debit(s) to your credit card listed below. Once complete, please email to plankandpearl@gmail.com.

By signing this form you give Plank & Pearl 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 Plank & Pearl to immediately charge my credit account a date-hold deposit.

Note: Date-hold deposits are non-refundable. This payment is for my event on _____

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

Account Type: <input type="radio"/> Visa <input type="radio"/> MasterCard <input type="radio"/> AMEX <input type="radio"/> Discover
Cardholder Name _____
Account Number _____
Expiration Date _____ (DD/YY) CV2 Number _____ (3 digit number on back of Visa/MasterCard or 4 digits on front of AMEX)

SIGNATURE _____ DATE _____

I authorize Plank & Pearl 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 this 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.