

Bluffton NOW! Plaza Rental Agreement

Lessee Name: _____
 Name of Event: _____
 Date of Event: _____
 Time of Event: _____

| Available Space | Notes | Rate | Charge |
|--|---------------------------------|----------------|--------|
| <input type="checkbox"/> Downtown Plaza Rental for For-Profit or Individual | All day rental 4 hour rental | \$300 \$200 | |
| <input type="checkbox"/> Downtown Plaza Rental for Non-Profit 501 (c) 3 or Government Agencies | All day rental 4 hour rental | \$100 \$50 | |
| <input type="checkbox"/> Access to Power Outlets | | \$25 | |
| <input type="checkbox"/> Security for Events with Alcohol | 1 for every 100 attendees | \$100 | |
| TOTAL RENTAL CHARGE | | | |
| 25% OF RENTAL DUE TO HOLD DATE | | | |
| BALANCE OF RENTAL CHARGE DUE 10 DAYS OF EVENT | | | |

DAMAGE & EXCESSIVE CLEANING DEPOSIT OF \$250 payable 10 days prior to event.
 Check or Credit Card will be held and may be fully or partially refunded AFTER the event.
Please make checks payable to Bluffton NOW!.

Please Note: No fee for Bluffton NOW! sponsored or Co-Sponsored Events as pre-approved by Bluffton NOW! Board of Directors.

PLAZA ALCOHOL POLICY: Beer & Wine is allowed on premises with a permit. Hard liquor is only allowed with a licensed caterer/bartending service.

Should this policy be broken, the Damage & Excessive Cleaning Deposit will **not** be refunded.

_____ **(Initial for understanding)**

By signing below, you acknowledge that you have read, understand and received a copy of this Plaza Rental Agreement and agree to the fees and rules stated herein.

The Rental Rules for the Plaza Rental are incorporated in and are a part of this Rental Agreement.

Signed (Lessee): _____

Date: _____

Bluffton NOW!

Rental Rules Downtown Plaza Venue

DOWN PAYMENT

A down payment of 25% of your rental fee is expected to hold the date for your event. Should you cancel your event 30 days prior to the event date, the rental fee and deposit will be returned in full. If cancelled with less than 30 days notice the down payment will be forfeited. Please note that the 25% down payment will go towards the rental fee.

The remainder of your rental fee is due 10 days prior to your scheduled event and non-refundable unless as stated in the Hazardous Weather Section of this agreement.

CLEANING STANDARDS and CLEANING DEPOSIT

There will be a \$250 Damage and Excessive Cleaning fee. The damage/excessive cleaning deposit is due 10 days prior to the event either by credit card or check, which will not be cashed or processed before the event. The deposit will be returned after the scheduled event only if all conditions of the rental agreement have been kept and should not be offset against rental fees. The Lessee is responsible for all damages and excessive cleaning to the premises occurring as a result of the event. The Lessee's liability for damages is NOT limited to the amount of the damage deposit. Failure to remove or clean will result in additional fees to the Lessee and will be charged/invoiced to the rental party on file.

Lessees shall be responsible for returning the plaza venue to the condition in which it was provided to them. All property belonging to Lessee, Lessee's invitees, guests, agents, sub-contractors, shall be removed by the end of the rental period. Lessees must remove all trash, properly bagged, and removed by the caterer or party renting the space.

No fires may be built on the plaza. No vandalizing, removing or altering any sign or structure of any plaza property.

DELIVERIES, DECORATIONS, and ELECTRICAL OUTLETS

Please coordinate our delivery truck needs with a Bluffton NOW! member. We will need to know the delivery dates and times so we can coordinate where to drop off and pick up.

The Lessee must work with Bluffton NOW! team members ahead of time to determine and make arrangements for power needs.

All decorations must be approved by Bluffton NOW! prior to the event. The use of birdseed is permitted. Rice, confetti, glitter and glitter fog machines, and pyrotechnics are not permitted. No masking tape, duct tape, double stick tape or any tape that will leave a residue or not come off completing your event are not permitted. Nails and staples are not permitted on the plaza, the trees or any signage. All decorations must be removed without leaving damage.

PHOTOGRAPHY

Bluffton NOW! reserves the right to use photographs or other media reproductions of an event in our publicity and advertising materials taken on the plaza.

MUSIC

Please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event the Lessee event creates a disturbance due to high noise volume, Bluffton NOW! team members have full authority to ask the Lessee, DJ, or live music to turn the entertainment down and/or off. If repeated disturbances are created, Bluffton NOW! has the discretion to expel the Lessee from the premises. The Lessee will be solely responsible for any fines or fees associated with noise ordinances. Loud music must end by 10pm during weeknights (Sunday through Thursday) and by 11pm on weekends (Friday and Saturday).

LEASED AREA

This lease is for the following area. The north boundary is Market St. The east boundary is the west wall of the Wells County Courthouse. The south boundary is Walnut St. The west boundary is the exterior wall of 124 W Market Street (Fraction Home and Apparel). If the lessee would like to occupy the area north of the Wells County Courthouse prior approval from the Wells County Commissioners would be needed in addition to this lease. If the lessee would like to close any portion of the sidewalk, parking spaces or public streets as part of the event prior approval from the City of Bluffton Board of Works would be needed in addition to this lease. See map below.



HAZARDOUS WEATHER

For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm watches or warnings,

Bluffton NOW! reserves the right to mandate taking shelter, stop serving alcoholic beverages, and require bands and musicians to stop play until hazardous weather is deemed no longer a threat. In the event of hazardous weather requires the evacuation of the property for the safety of the guests, the event will be terminated and guests will be required to vacate the premises. Lessee will be reimbursed a percentage of the rental fee based on the time of evacuation.

PETS

Pets are allowed if they are on a leash and supervised. All excrements left by pet must be properly disposed of and any damages or injury caused by the pet is the responsibility of the owner.

LIABILITY

Lessee agrees to indemnify, defend and hold Bluffton NOW! and Wells County Revitalization, 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 Lessee, its employees, and agents of alcoholic beverages at Bluffton NOW! and Wells County Revitalization.

In the event Bluffton NOW! and Wells County Revitalization 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, Lessee agrees to pay Bluffton NOW! and Wells County Revitalization its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Bluffton NOW! and Wells County Revitalization including all collection expenses and interest due.

INSURANCE and ALCOHOL, SMOKING, DRUGS

Special Event Liability Insurance is required of all Lessees and is due no later than ten (10) days prior to your event. The insurance must, at the Lessee's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring Bluffton NOW! and Wells County Revitalization employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Lessee's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises, sidewalks, and plaza area. 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. Bluffton NOW! shall be named as an additional insured of said policy.

Alcoholic beverages may NOT be served or consumed on the premises, *with two exceptions*: (1) The Lessee obtains a temporary beer/wine permit and provides a licensed bartender who dispenses all alcoholic beverages consumed at the event and who is in attendance at all times during the event. (2) The Lessee employs a caterer holding an off-premises liquor license who dispenses all alcoholic beverages consumed at the event and who is in attendance at all times during the event.

If alcohol is served at the event your policy must include Liquor Liability coverage. This coverage should protect you, Bluffton NOW! and Wells County Revitalization against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their Cater License to Bluffton NOW!, and will be delivered at least seven (7) days prior to the event. All events serving alcohol will have a security officer present, scheduled through Bluffton NOW! Fees for security are noted on the rental agreement.

CONTACT OF NAME/COMPANY INSURED:

Name/Company

Street City St Zip Phone Email

Lessee shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian. Lessee hereby agrees to use their best efforts to insure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated. Lessee hereby expressly grants Bluffton NOW! and hired security officer's sole discretion and option, to instruct officer to remove any person(s) from the venue.

Smoking, vaping, and the use of smokeless tobacco are only allowed on the plaza 8 feet away from any part of the plaza. Ash-buckets will be provided in a designated area for smoking.

Illegal drugs and illegal weapons are not allowed anywhere on the premises. As used throughout this agreement, "premises" includes the plaza grounds and the parking areas.