



## EVENT RENTAL TERMS AND CONDITIONS

### GENERAL

Renter shall complete, sign and submit the Event Rental Agreement with required deposit and materials (insurance certificate(s) and permit(s)) AND review and comply with the following Terms and Conditions (the "Terms") for the Agreement to be valid. Failure to comply with any of these Terms may result in cancellation of the event, forfeiture of fees, and expulsion from the space. Please read and initial and date each page.

### PAYMENT OF DEPOSITS AND RENTAL FEES

Renter shall submit to HAYVN a date-hold deposit equal to 2 rental hours to reserve your date(s) and time(s). Deposits are non-refundable. HAYVN has no obligation to hold the desired space for the requested date for a Renter until and unless the Agreement is signed, and the deposit is paid.

The balance of the rental fee is due seven (7) days prior to your event. Payments may be made to HAYVN in cash, by check, or via credit cards (Visa/MasterCard). A credit card authorization form is attached. Miscellaneous or additional costs, such as for staffing, bar, catering, rentals, etc., are due two (2) days prior to your event. No terms are implied or granted and no event preparation work, on the part of HAYVN or Renter, shall commence until full payment is received.

### CLEANING FEES

Cleaning fees, (the exact amount depends on the size and duration of the event but is generally between \$100-\$200), to clean the space following the event shall be charged to the Renter's credit card.

### HAYVN STAFF – ENTRY/EXIT AND FEES

HAYVN staff may enter and exit premises during the course of the event. At least one member of HAYVN's staff shall be present at all events and will be available for questions or to respond to reasonable needs or issues that may arise prior to and during the event. For events planned for 20 or more people, 2 staff members are required to be present. Renter shall pay a staffing fee of \$25 per hour per staff member.

### CANCELLATION/REFUNDS

Cancellation of an event at any time after an Agreement is executed and 7 days prior to the event date shall result in forfeiture of the Renter's date-hold deposit. In the event that Renter cancels its event less than seven (7) days before the event date, Renter forfeits the entire rental fee, including the deposit and the balance paid as well as any other costs incurred on Renter's behalf, such as reserved food and beverage catering, equipment rentals or purchases. The rental fee, less the date-hold deposit, will be returned to Renter only if Renter cancels the scheduled event at least seven (7) days in advance of the event date.

### INSURANCE

Renter shall provide certificates to HAYVN for Renter's Special Event Liability, Commercial General Liability and Liquor Liability (for events with more than 50 attendees or for events where Renter sells alcohol) insurance no later than 7 days prior to Renter's event. The insurance must, at Renter's sole expense, provide and maintain liability and personal property damage insurance, insuring HAYVN 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.

Renter shall have commercial General Liability insurance of not less than \$1,000,000 naming HAYVN as an additional insured. If alcohol is to be served, you or your caterer will be required to obtain Liquor Liability insurance as well as the required liquor permit and to present certificates of both to HAYVN management no later than 7 days before the event. In particular, a \$1,000,000 policy for Liquor Liability insurance is required for Special Events in which the total in attendance exceeds 50 persons.

### LIABILITY

Renter shall indemnify, defend, and hold harmless HAYVN and its officers, directors, employees, and agents from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by Renter's negligence in connection with the use of the facilities. The indemnified party may participate at its own expense in the defense of any such claim if such claim is against the indemnified party. Notwithstanding anything else to contrary, HAYVN shall not be responsible for (a) damage, expense, loss, or other liability to the extent attributable to the negligence, acts, or omissions of Renter, or (b) for indirect, special, punitive, incidental, or consequential damages.



Updated: 07/12/2022

### **CATERING STANDARDS/KITCHEN POLICY**

HAYVN's kitchen may be used for final food presentation, plating and busing only. Please note that HAYVN does not provide dishes, glassware, pots, pans, knives, or utensils. The kitchen 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.

Third-Party catering service companies must provide evidence of \$1,000,000 in General Liability Insurance as well as Workers Compensation Insurance 7 days prior to the event date. Renters and/or caterers hired by Renter 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 compostable, must be collected, properly bagged, and removed by the caterer. Failure to remove or clean will result in additional fees to the Renter and will be charged to the Renter's credit card on file. HAYVN encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions.

### **CAPACITY**

Total capacity at any given time shall not exceed 100.

### **EVENT START AND END TIMES**

HAYVN reserves the right to charge the Renter for any time which the Renter is onsite including those times which are outside the hours stated on the first page of this agreement.

### **SITE DECORATION**

Renter may prepare decorations onsite and may decorate the space for the event except that Renter is prohibited from using glitter or foil confetti, and from rearranging or moving any furnishings, artwork, lamps, antiques, or seating. Renter may request that HAYVN rearrange or move furnishings, artwork, lamps, antiques, or seating. Furthermore, only low tack tape is allowed on our floors and wall. Any costs associated to damages to the event space caused by the Renter, or its guests will be charged to the Renter.

HAYVN promotional materials and signage will remain on the premises at all events.

### **PROPER CONDUCT**

Renter and Renter's guests shall exhibit considerate and professional behavior at all times while on the premises. Renter acknowledges that HAYVN is a drug free and non-smoking facility at all times, without exception, and Renter shall not serve alcohol to minors on the premises at any time. HAYVN reserves the right, in its sole discretion, to immediately 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 HAYVN or the safety of its staff, members and/or guests. 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. During events that involve school-age or minor guests, the minors are prohibited from leaving and returning to the premises. Disorderly or inappropriate conduct, which may be deemed so at the sole discretion HAYVN staff, shall be grounds for immediate expulsion from the premises and termination of this Agreement. No refund shall be made for termination due to disorderly or inappropriate conduct.

### **LIVE MUSIC / DJS / NOISE**

Musicians or DJ's (or third parties who hire musicians or DJ's) are required to carry General Commercial Liability insurance. Music is welcome at HAYVN's event space, but noise regulations apply. In the event that Renter's event creates a disturbance due to high noise volume, HAYVN staff has full authority to ask the Renter, DJ, or live music presenter to turn the entertainment down and/or off. If repeated disturbances are reported, HAYVN has the right to end the event.

### **LOAD-IN/LOAD-OUT AND STORAGE**

All load-ins and load-outs must take place within the designated timeframe given by HAYVN. If there is an event prior to your event, a timed delivery will be required.

HAYVN is not responsible for checking in or handling any items brought into the venue by rental companies. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, Renter, or Renter's representative.



Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond reasonable load-in/load-out times. This also applies to items left post event for shipment out via courier. It is the Renter's responsibility to ensure that pick-ups are scheduled and executed.

**COMPLIANCE WITH LAWS**

Renter shall comply with all applicable local, state, and federal laws.

For the avoidance of doubt, if Renter serves alcohol at any time during an event with more than 50 attendees, Renter shall either (1) obtain and provide proof of a liquor license or permit and required insurance policies OR (2) hire a licensed vendor and or catering company which shall have in its possession a liquor license or permit and required insurance policies.

If Renter intends to sell alcohol to attendees during its event, then, Renter must obtain required insurance policies and provide a copy of the insurance certificate and a liquor permit to HAYVN 7 days prior to the event.

**PROMOTIONAL MATERIALS AND PROPRIETARY RIGHTS**

HAYVN is sole and exclusive owner of all right, title, and interest in and to any HAYVN company materials, trademarks, service marks, trade names, logos, or brand names, copyrighted materials, and other HAYVN proprietary information or intellectual property ("Company Materials"). For the avoidance of doubt, Renter has no right or license to such Company Materials.

Only professionally created images of HAYVN's space and graphics that are provided by HAYVN to Renter may be used by Renter to promote its event(s). All promotional materials, signage and advertising related to Renter's scheduled event must be approved by HAYVN staff prior to being published in print, video or on the internet, or otherwise published or publicly displayed.