



## Rental Agreement

This Rental Agreement ("Agreement") is made and entered into on \_\_\_\_\_ 20\_\_\_\_ by and between L'Evate Event Space ("Owner"), and \_\_\_\_\_ ("Lessee").

### 1. RENTAL, DEPOSIT AGREEMENT

Upon submission of a signed Contract/Rental Agreement, a **non-refundable event date retainer**, a **cleaning and damage deposit**, a **credit card authorization form** and an **email confirmation**, the Lessee formally enters into a **binding agreement** with L'Evate Event Space and agrees to comply with all terms and conditions outlined in this rental agreement.

### 2. RESERVATION INFORMATION:

a. Reservations for a specific date are accepted on a first come first serve basis. L'Evate Event Space reserves the right to block dates based on holidays, scheduled maintenance, or other personnel matters. L'Evate Event Space reserves the right to cancel a scheduled event without liability. Refunds will be made if cancellation is necessary. Reservations can only be made by persons over 21. ID will be required at the time of reservation. Tables and chairs are provided and will be set up and taken down by staff if the set-up plan is submitted 14 days before the event date. If the plan is not submitted on time, additional fees may apply.

b. Access to the venue will be granted from **8:00 AM to 11:00 PM** on the event date once all fees have been paid. This timeframe includes setup, and the venue must be fully cleaned and vacated by **2:00 AM**.

All outside deliveries, including vendors, must occur within the designated rental timeframe. Check-in time marks the point at which the Lessee may enter the venue for setup.

Additional hours for setup and/or cleanup may be requested with management approval at a rate of \$100 per hour.

c. L'Evate Event Space has no commitment to Lessee until a rental agreement has been executed by both parties and payment of the required rental fees have been received.

d. To reserve a date, L'Evate Event Space requires a non-refundable reservation. A 50% initial deposit of the total Rental Contract Amount, a credit card on file and a signed contract. Dates CANNOT be held otherwise. If a reservation is made less than 30 days prior to the event, payment is required in FULL.

e. If a reservation must be cancelled for any reason, the reservation can be reinstated if date is still available but cannot be reinstated without full payment and newly signed contract and lease agreement.

f. Fees will NOT be refunded for reserved time not used. Reserved time may be adjusted up to two weeks prior to the event.

g. For Acts of God, the fulfillment of military duty, or equivalent circumstances, a refund will be considered when the request is submitted in writing with documentation of circumstances otherwise, the reservation fee is non-refundable.

### 3. FEES:

- Retainer (Reservation Fee): 50% of the total rental cost **upfront to secure the date**.
- Security/Damage Deposit: \$250, **refundable if no damages occur**.

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- Cleaning Fee: \$250, if cleaning services are required
- Full Payment Deadline: Full payment **MUST** be made at least 30 days before the event. **For last-minute bookings (within 30 days)**, 100% of rental fees must be made upfront.

#### 4. REJECTED PAYMENT FEES

Returned Check/Declined Credit Card: If any check is returned by the financial institution, or a credit card is declined, Lessee must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for the Rejected Payment Fee of \$30.00. Failure to arrange alternate payment will result in forfeiture of event date.

#### 5. VENUE USAGE:

- Lessee must be 21 or older to book an event at L'Evate Event Space. A valid ID will need to be provided and will be copied and placed on file. Any event involving minors must have a parent or legal guardian present. Failure of parent or legal guardian being present will result in the termination of the event and all deposits and fees forfeited.
- Any use other than the event purpose assigned on booking contract will result in the immediate cancellation of the event and the automatic loss of full rental fees and all deposits made.
- Under no circumstances shall the Lessee sublease or allow any other party to use the facility during the contracted time and date. Failure to comply will result in forfeiture of full rental fees and all deposits made.

#### 6. COST FOR USE OF FACILITY:

Rental fees, other fees, and retainers/deposits shall be payable in advance by credit/debit card, cash, check, or money order and payable at the times set out on the contract, no exceptions. A credit card authorization form is required for all credit and debit card payments. If paying by check or money order, make payable to L'Evate Event Space and payment in full must be received at least 30 days before the event. If a check is returned for insufficient funds, the lessee agrees to pay a \$30 returned check fee. It is the Lessee's responsibility to make sure that all documents and payments are completed and submitted on time. Any delay in paperwork/contracts/documents and/or payment is subject to event cancellation.

##### i. Retainer/Deposit

A retainer/deposit of 50% of rental fee is payable at the time of your booking and is non-refundable. Once the retainer/deposit is made Lessee has entered into a binding agreement with L'Evate Event Space and agrees to this rental agreement as well as any addendums associated with the rental of the event space. The deposit goes towards your rental and is **NON-REFUNDABLE**, no exceptions. The remaining balance is due on or before 30 days prior to the event date. Cancellations and date transfers must be made at least 30 days prior to the event date, no exceptions.

If the reservation is cancelled 61 days or more prior to the event date, 100% of deposit is refundable. The deposit will be returned to the lessee within 5-7 business days. If the reservation is cancelled 60 to 31 days prior to the event date, 50% of deposit is refundable. If the reservation is cancelled 30 days prior to the event date, deposit is **NOT REFUNDABLE**. If the lessee does not comply with the terms in this rental agreement, the deposit will be forfeited.

L'Evate Event Space has the right to cancel your event for non-payment 29 days prior to your event date for an unpaid balance and the Security Deposit will be forfeited.

##### ii. Cleaning & Damage Deposit

A **refundable** Cleaning and Damage Deposit of \$250.00 is due at the signing of contract and will be refunded if there is no damage and the facility is clean. This deposit is a separate transaction

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that covers damage, missing items, additional/professional cleaning, and/or an indoor smoking fee. **The reservation is not official until this deposit is paid.**

A facility inspection will be conducted immediately following the event by L'Evate Event Space staff to determine the condition of the facility, including the assembly areas, restrooms, kitchenette and suites (if applicable). If all clean up requirements are completed, no damage has occurred, and the rental time has not been exceeded, the deposit will be released.

Lessee is responsible for any damages to L'Evate Event Space and property that may have been caused by the Lessee and/or the Lessee's guests and vendors. Lessee's are required to adhere to L'Evate Event Space's Usage Rules (Exhibit A) and are required to ensure their guests and vendors honor them as well. The Lessee is ultimately responsible for any damages incurred. The Lessee is within his/her rights to seek redress for damage charges caused by Lessee's guests and vendors. L'Evate Event Space will not involve itself in these efforts.

L'Evate Event Space will use reasonable best efforts to report any damages or loss of property to Lessee on the day of the event; however, some things may not be noticed until after the event ends. L'Evate Event Space reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled event or within ten (10) business days of the event whichever is shorter.

If damage has occurred, L'Evate Event Space will provide an itemized list to the Lessee and L'Evate Event Space will charge the damage amount to the Lessee's credit card that was held for such purpose. **NOTE:** L'Evate Event Space staff will make reasonable best efforts to repair damage charging only for labor. Should; however, the damage be extensive, Lessee will be responsible for replacement costs.

Items not removed immediately following the event will be disposed of with no liability to L'Evate Event Space and could result in deductions against the deposit. L'Evate Event Space is not responsible for any lost or stolen items.

Indoor smoking, Hookah usage and any other smoke products is an automatic loss of the full security deposit.

(a). Tables

All tables must be cleared of all items, including table linens, dishes, decorations, and personal belongings, and wiped down unless cleaning services have been arranged through L'Evate Event Space. The cleaning service is available for a fee of **\$250**.

(b). Trash

All trash must be placed in receptacles provided and must be taken to the trash dumpsters located on site. L'Evate Event Space will provide additional liners if needed. Boxes must be broken down before being placed in the dumpster. It is the Lessee's responsibility to monitor trash cans during the event and empty as needed.

(c). Prep Kitchen

The prep kitchen and any bars used must be thoroughly cleaned and returned to its original level of cleanliness. This includes all work areas, ovens, stoves, grills, refrigerators, sinks and floors. All food and equipment brought in by the Lessee/caterer must be removed prior to leaving the facility. Supplies needed to clean will be provided by L'Evate Event Space.

- a. Each piece of equipment used must be shut down properly, if needed, and cleaned.

- b. Clean any spills and/or food debris in ovens and/or on racks.
- c. All steel surfaces (prep tables and work counters) must be washed with dish soap and hot water, sprayed with disinfectant and dried with a clean, soft cloth.
- d. Remove all food particles from sinks, wash with dish soap, hot water, spray with disinfectant and dry with soft, clean cloth.

(d). Decorations

All decorations must be removed from the venue immediately after the event. The use of **nails, tacks, scotch tape, staples, pins, adhesives, or any materials that may damage the walls, floors, or ceilings** is strictly prohibited.

All decorations must be approved by venue staff at least **two weeks prior to the event**.

*The following items are NOT permitted inside the venue:*

- Glitter, metallic confetti, confetti cannons, powder cannons/sticks, sand, straw, paint guns, or smoke machines
- Open flames (except for pre-approved candles in enclosed holders)
- Fog machines, bubble machines or sparklers (must be pre-approved prior to use)
- Fireworks or pyrotechnics
- Rice, birdseed, or other small particles that are difficult to clean
- Tape or adhesives that may cause damage

Responsibility for Cleanup & Violations

- The Lessee is responsible for ensuring all prohibited items are not used during the event.
- Any unauthorized decorations or prohibited items found in use will result in an automatic \$250 cleaning fee.
- A minimum \$500 damage fee will be charged for any damage caused by improper decoration methods or adhesive use.
- If excessive cleaning or repairs are required beyond normal wear and tear, additional charges will apply, and these costs will be deducted from the Lessee's damage deposit.
- If cleaning services are not included in the rental agreement, the Lessee must ensure that all tables, chairs, and surfaces are wiped down and left in their original condition.

Failure to comply with these policies may result in forfeiture of the security deposit and/or additional fees.

iii. Event Space Rental

All event and additional fees must be paid in full 30 days prior to event date. The event space can be rented the day before event date for rehearsals or decorating for an additional fee if available. Use of the kitchenette and rental space is included in the rental fee. Use of the lounges will incur an additional fee.

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#### iv. Additional Fees

If additional services are requested less than 30 days prior to event date, all fees are due immediately. Additional fees are NOT REFUNDABLE. If there is any room layout/ set up change made within 48 hours of the event, a change fee of \$75.00 will apply. This fee cannot be waived. If the set-up plan is not submitted 14 days prior to event date, the Lessee will be responsible for setting up tables and chairs. A \$125.00 set up fee will be charged if event space staff sets up tables and chairs after the 14-day deadline.

If additional time is needed or if the rental time is exceeded, the fee will be \$100.00 for every hour increment.

#### v. Event Settlement of Fees

The final settlement for all services provided by L'Evate Event Space to the Lessee will take place immediately after the close of the event. Payment is due upon receipt. There are no exceptions. If payment is not settled at the close of the event, the final settlement will be charged to the card on file.

### 7. COMMUNICATION

Once booking form is completed if there are any changes to phone numbers or addresses, L'Evate Event Space must be notified immediately. If L'Evate Event Space is unable to contact you, you will forfeit any monies paid for the event space and your event may be cancelled.

### 8. CANCELLATION

a. Requests to cancel or postpone an event must be sent no less than 30 days from the scheduled event date. All requests must be sent in writing to [Levateeventspace@gmail.com](mailto:Levateeventspace@gmail.com) to be approved by management. No Exceptions. If this request is not sent within the 30-day window, the event may be cancelled with no option to maintain a credit. All cancellations and date transfers must be used no later than 12 (twelve) months after the original scheduled rental date. We allow one date transfer per rental.

b. Transferred rentals are subject to current pricing (we don't freeze your original rental amount). For date transfers: the full balance will be due at the time of booking to reserve your new date. Lessee may also be required to sign a date transfer addendum.

c. L'Evate Event Space does not provide refunds for situations beyond our control such as but not limited to weather, pandemics, parking, game/event schedules, etc. L'Evate Event Space does not give refunds for rentals booked prior to touring the venue then later decides the venue is not a good fit. Tour first, then book if there is any uncertainty.

d. Lessee is aware that L'Evate Event Space STRONGLY encourages touring the venue before reserving the date. Lessee also understands and agrees the L'Evate Event Space will NOT refund Lessee should Lessee decide the venue is not a good fit because Lessee chooses to book the date before touring the venue.

e. L'Evate Event Space reserves the right to cancel the event at any time and is not required to credit or refund you for any amount paid if the event is cancelled for not following L'Evate Event Space guidelines.

f. In the event that the Lessee cancels the event venue reservation within 24 hours of making the deposit payment, the following cancellation policy shall apply:

1. If the Lessee cancels the event venue reservation within 24 hours of making the deposit payment, the deposit amount will be fully refunded. After the 24 hour window the deposit amount will be forfeited and non-refundable.

2. The Lessee acknowledges that the event venue may have turned down other potential bookings for the reserved date and time based on the Lessee's commitment. Therefore, the Lessee agrees that the venue

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owner/operator shall not be liable for any losses or damages incurred as a result of the cancellation.

3. Any cancellation requests must be made in writing and emailed/delivered to the venue owner/operator within the specified 24-hour window. The cancellation request shall be considered effective upon receipt by the venue owner/operator.

4. This cancellation policy is in addition to any other terms and conditions specified in the rental agreement between the Lessee and the venue owner/operator. All other provisions of the rental agreement shall remain in full force and effect.

g. By submitting the deposit/retainer payment, the Lessee acknowledges and agrees to the terms and conditions of this cancellation policy.

- **More than 30 days before the event:** Full refund of the deposit.
- **15 to 30 days before the event:** 50% refund of the deposit.
- **Less than 15 days before the event:** No refund of the deposit.
- **No-show or same-day cancellation:** No refund of the deposit or any fees paid; the full rental fee remains due.
- **Rescheduling:** A one-time reschedule is permitted with at least 15 days' notice. The new date must be within one year of the original cancellation and is subject to availability.

## 9. NATURAL DISASTER/SEVERE INCLEMENT WEATHER

If L'Evate Event Space determines that severe inclement weather renders the venue unsuitable for the scheduled event, 80% of the amount paid may be applied toward a future event date within one year of the original booking, subject to availability. If the Lessee opts not to reschedule, no refund will be issued. L'Evate Event Space strongly recommends that the Lessee secure event insurance to mitigate potential financial loss.

## 10. EQUIPMENT/OUTSIDE VENDOR MANAGEMENT

a. Any additional tables, supplies, chairs, or other equipment required by Lessee not provided by L'Evate Event Space must be furnished by the Lessee, at the expense of the Lessee. If Lessee provides their own furnishings, equipment, tables, and chairs or rent furnishings and equipment from a third party, Lessee is responsible for the furnishings and equipment. The Owner, its agents, or its employees do not assume any responsibility for any damages to property.

b. Deliveries to L'Evate Event Space relating to the scheduled event must be delivered and picked up within the contracted event hours. No equipment is permitted to be left in the venue overnight unless permitted by management prior to event.

c. All deliveries must be arranged prior to the event day and delivery time must be approved. If it falls outside of the contracted rental time, it must be approved by management.

d. All vendors and supplies must be picked up at the conclusion of the event, unless prior arrangements have been made.

e. Vendors must begin tear down no later than the set times and be completed by the designated time. If additional time is needed, it may be added for a fee. The rate of \$100/hour, not prorated, will apply for additional load in, set up, or tear down time. The venue may work with the vendor to plan for breakdown the following day.

## 11. TIMING

All events MUST be concluded by 11:00 pm and all guests off-premises at the contracted time. Vendors need to tear down immediately following conclusion of event and cleaned up and off premises by 2:00 am. All equipment for the event must be removed immediately following the event. Additional time for vendors to break down will need to be approved by management. If not approved, additional time will have to be contracted prior to event date.

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## 12. DECORATIONS, DISPLAYS, AND SIGNS

Decorations, signs, banners, and similar materials may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, doors, walls, glass, columns, painted surfaces, or brick walls. Damages resulting from the improper or unauthorized installation of such matter will be removed by the facility, and any cost associated with such removal and/or damage will be charged to the Lessee. Adhesive-backed decals and stickers may not be given out on facility property. Glitter and helium balloons are not permitted. No rice, birdseed, or other such material may be thrown or distributed inside the facility. Outdoor exhibits shall be considered on a case-by-case basis and must be approved by the Owner in advance. If any Lessee leaves materials in or on the facility, the Lessee will be billed for labor to remove said items. Lessee will be charged for any damage to the facility by signage, displays, or the Lessee's equipment. If the Lessee fails to pay charges, credit card on file will be charged.

## 13. FOOD

Lessee may furnish pre-prepared food for use at the facility, which may be held in the prep kitchen of the facility at no extra charge. A clean-up charge will be assessed if the prep kitchen is not cleaned. No outside cooking by caterers shall be allowed unless accomplished within a caterer's trailer unit, at least 100 feet from the building in an area designated by L'Estate Event Space. Copies of valid and current Health Department certificates for the caterer are required two weeks before the event. The Lessee shall be responsible for all beverages, food, food preparation, and food/beverage transportation, dispensing, and handling. L'Estate Event Space has limited cooking, heating, and refrigeration equipment, and the Lessee is responsible for inspecting and determining the services available. The Lessee is responsible for the clean-up of all food areas and equipment and shall be responsible for the proper disposal of all remaining and leftover food, food residue, and food garbage.

L'Estate Event Space, including its owners, managers, employees, and affiliates, shall not be held liable for any illness, injury, allergic reaction, or other damages resulting from food or beverages brought into or prepared at L'Estate Event Space by the Lessee, their guests, caterers, or any third-party vendors.

The Lessee assumes full responsibility for ensuring that all food and beverages comply with local health and safety regulations. The Lessee further agrees to indemnify, defend, and hold harmless L'Estate Event Space from any claims, damages, losses, or expenses arising out of or related to the consumption, handling, or preparation of such food and beverages.

L'Estate Event Space reserves the right to request proof of proper licensing and insurance from any outside food providers.

## 14. ALCOHOL CONSUMPTION

a. Alcohol may be consumed without a permit when there is no monetary exchange for the beverage or when there is no admission charged to the event. However, the lessee is responsible for the legal consumption of alcohol during the event. L'Estate Event Space reserves the right to approve or disapprove the dispensing of alcohol at any event. In the event alcohol is approved, the lessee shall be responsible for all permits and licenses and for complying with all rules, regulations, and laws regarding alcohol consumption and disbursal. If alcohol is served in conjunction with an event, security is mandatory. L'Estate provides its own security service that must be secured before being granted access to the space. Security fees are due 30 days prior to your event.

b. Events involving the exchange of monetary consideration (i.e., purchase of meal or a meal ticket with any form of alcohol being served as part of the meal) requires a License from the State of Mississippi tax Commission. They will issue a temporary license to non-profit groups who wish to sell beer, wine or distilled spirits at fundraisers. Approval for the permit must be granted by the City of Gulfport representative prior to going to the State Tax Commission. The State Tax Commission will not issue permits to private citizens or groups. A caterer with a liquor license must serve alcoholic beverages at events held by private citizens or groups where money is exchanged.

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State Tax Commission Contact Information: Mississippi State Tax Commission  
1411 Bayview Avenue  
Biloxi, MS 39530  
(228) 436-0554

The alcohol permit must be prominently displayed during the event. An L'Estate Event Space staff member is required to check the license prior to allowing alcohol to be served.

- b. L'Estate Event Space reserves the right to refuse or stop alcoholic beverage service to any individual or group at any time. The venue is required to enforce liquor laws as regulated by the state of Mississippi.
- c. L'Estate Event Space reserves the right to prohibit events providing only alcoholic beverage service.
- d. L'Estate Event Space reserves the right to require a client to purchase Alcohol Use Insurance prior to their event date.
- e. No alcoholic beverages will be served to anyone under the age of 21.
- f. No Alcohol is permitted to be taken off the premises.
- g. The Lessee assumes full responsibility for any and all liability arising from the consumption of alcoholic beverages on the premises. This includes any incidents, damages, or legal consequences that may occur both on-site and after individuals leave the facility.

All Mississippi state and federal laws regarding alcohol consumption must be strictly followed at all times.

#### 15. PARKING/PARKING LOT RESTRICTIONS

- a. All vehicles must be parked within the designated parking area. Vehicles parked in no-parking areas or fire lanes are subject to tow at the vehicle owner's expense. Overnight parking is prohibited unless authorized by management.
- b. There will be absolutely no littering on the property. No open bottles are prohibited outside or in the parking lot.
- c. In the event the parking lot or venue is trashed, the cleaning/damage fee will be forfeited.
- d. L'Estate Event Space venue and grounds shall NOT be used for any unlawful purpose. L'Estate Event Space reserves the right to refuse the use of the venue and grounds to any organization or individual if program or its content does not comply with the venue's policies and guidelines. Plans for venue use must be discussed and/or submitted by the Lessee to management prior to contracting and venue MUST be used for that purpose. Any other use will be grounds for termination of event and Security Deposit forfeited.

#### 16. NOISE LIMITS

- a. Amplified music must be kept at a reasonable level. Volume control will be at the discretion of L'Estate Event Space management. All event activity must remain inside with the doors shut due to city and county noise ordinances.
- b. L'Estate Event Space reserves the right to inspect and control all private events including the right to monitor and control noise levels.
- c. If the Lessee or Lessee(s) vendors violates the noise limits and requests by L'Estate Event Space, the results will be early closure of the venue rental and/or immediate end of the event. **ALL MONIES WILL BE FORFEITED.**

#### 17. PHOTOGRAPHY

For promotional purposes, L'Estate Event Space reserves the right to take a limited number of royalty-free

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photographs of the activities in the venue. Such photographs shall be the venue's sole and exclusive property for the full copyright term, and the venue shall have the right to copy, exhibit, display, and otherwise exploit such photographs by any means and media throughout the world; provided, however, that the venue shall have the sole responsibility for obtaining any third-party clearances, release and consent necessary for the venue's use of such photographs.

## 18. PETS

Pets are not allowed inside the building or on the grounds, except for service dogs assisting individuals with disabilities. However, if a pet is part of an event, prior approval is required, and additional fees apply.

### Fees:

- **Pet Fee:** \$150 per pet (non-refundable)
- **Refundable Pet Deposit:** \$250 per pet (refunded if no damage occurs)
- **Additional Cleaning Fee:** \$75 - \$200 (if excessive cleaning is needed)

### Consequences for Non-Compliance:

- **Undisclosed Pets:** A penalty of **\$250 per pet** will be charged, and the pet will be required to leave immediately.
- **Damages:** Any pet-related damages (scratches, stains, accidents, etc.) will result in additional repair or replacement costs.
- **Disturbances:** If a pet causes excessive noise or safety concerns, the Lessee must remove the pet immediately.
- **Liability:** The Lessee assumes **full responsibility** for any injuries, damages, or incidents caused by their pet(s) or any guest's pet(s) to guests, staff, or property.

## 19. SMOKING POLICY

- a. L'Evate Event Space is a non-smoking venue. Smoking is prohibited inside of the facility. Smoking is allowed only outside of the facility. Cigarette and cigar buds may not be left on the grounds of the venue.
- b. Smokeless equipment such as hookahs, vapes, etc. are prohibited and the use of them will result in an automatic cancellation of event and loss of security deposit.
- c. Smoking of any drugs, including marijuana, is not permitted in or around the venue. Any violation of this policy will result in automatic cancellation of event and loss of security deposit.
- d. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff and a \$150 fee will be assessed.

## 20. DRAINS

In the interest of safe and appropriate environmental management, no substances except water shall be poured into the property or facility drains without prior approval of the Owner. No paper products (i.e., sanitary napkins, baby wipes, etc.) shall be flushed in toilets. Any damages to drains or toilets will result in forfeiture of damage deposit.

## 21. SAFETY & SECURITY

- a. For the safety of the lessee, all guests and guests of the lessee(s) are permitted to have access to the contracted use space. Any non-contracted spaces are always off-limits.
- b. L'Evate Event Space reserves the right to require the Lessee at the Lessee(s) expense, to hire additional security personnel for the event should the venue determine, it would help to ensure safety and traffic control.

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c. Any loss or damage to the venue caused by guests, associates and/or staff hired by Lessee may result in a damage assessment fee and forfeiture of damage deposit.

d. Children **must** be supervised at all times while on the premises. The Lessee is responsible for ensuring that all children remain in designated event areas and do not enter unauthorized or restricted spaces.

Consequences for Lack of Supervision:

- Unsupervised Children in Unauthorized Areas: A **\$250 penalty** may be applied if children are found in restricted or uncontracted areas.
- Property Damage: Any damages caused by unsupervised children will result in **full financial liability** for all repair or replacement costs.
- Safety Concerns: If children are found behaving in a manner that creates a safety risk, they may be required to leave the premises immediately.
- Liability: The Lessee assumes **full responsibility** for any injuries, damages, or incidents caused by their children or any guest's children while on the property.

e. L'Evate Event Space exercises the right to inspect and control all guests, vendors, and associates, including but not limited to monitoring noise levels.

f. L'Evate Event Space prohibits the use of any illegal activity or actions deemed inappropriate.

g. L'Evate Event Space will not be responsible for personal property, displays, exhibits, equipment, or other items lost, stolen, or damaged in or around the venue.

h. Events with alcohol, that are advertised, and/or events with 51 or more people are required to have two security officers on duty on the premises from the beginning of the event until the end of the booked time. Confirmation of security must be submitted to our office via email the week prior to the event, otherwise the event will be prohibited from serving alcohol. If security is not hired, Lessee's deposit will be withheld, and there is potential your event will be shut down.

i. Alcohol is not to be opened, served or consumed on venue premises until security is on duty.

j. Consumption of alcohol is to remain indoors and is not permitted in the parking areas.

## 22. PROHIBITIONS

No activity or entertainment will be allowed which:

- a. Is racially or sexually offensive, demeaning, or provoking, or otherwise deemed inappropriate at L'Evate Event Space's discretion.
- b. Has excessive noise levels which would disrupt other events or surrounding properties.
- c. Involves gambling and drugs (use or distribution);
- d. Violates local, state, or federal laws or regulations.
- e. Use or possession of illegal or controlled substances or look-alikes and/or firearms or weapons of any kind.
- f. Involves speeding or reckless use of vehicles or equipment.

## 23. FIRE & SAFETY REGULATIONS

All aisles must be kept clear, clean, and free of obstructions. Exits shall not be blocked or covered. Parking and unloading in the fire lanes of the facility are not allowed. The fire lanes must always remain clear. Bicycles and skateboards are not permitted on the property. Use of fireworks/ pyrotechnics are not prohibited.

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## 24. COMPLIANCE WITH LAWS

- a. The Lessee shall comply with all federal, state, and local statutes, ordinances, or regulations and all the facility's policies and procedures.
- b. If a local municipality shuts down an event for any reason, the Lessee will forfeit all rental fees.

## 25. DAMAGE AND LIABILITY

The Lessee is liable for all damages, expenses, and losses including theft and property loss, caused by any person attending, or providing services connected with the Lessee(s) use of the venue. Costs will be assessed and charged to the Lessee and/or deducted from the Security Deposit. Replacement value may be used by L'Evate Event Space to determine the damage. Any loss or damage to the facilities caused by guests and/or staff hired by the Lessee may result in additional damage fees

## 26. PERSONAL PROPERTY

L'Evate Event Space is not responsible for any **lost, stolen, or damaged personal property** during the event.

## 27. LOST ARTICLES

Effort shall be made by L'Evate Event Space to see that property lost, found, or turned in will be handled in such a way as to provide the best opportunity for the return of that property to its rightful owner. However, L'Evate Event Space shall not be responsible or liable for items lost. Lost, found or turned in will be kept for up to 5 days and will then be disposed of accordingly.

## 28. KEYS

L'Evate Event Space will not issue outside door keys of the facility, except under special conditions.

## 29. OWNER RIGHT OF ENTRY

In permitting the use of the facility to Lessee, the L'Evate Event Space does not relinquish and does hereby retain the right to enforce all rules for the management and operations of such facility. Representatives of L'Evate Event Space shall at all reasonable times have the right to enter any part of the facility without providing notice to the Lessee.

An L'Evate Event Space staff member will be on duty during the entire event. The staff member will open the event space and provide information and direction. The staff member is not permitted to serve, decorate or be involved in the event. If assistance is needed additional fees may apply.

## 30. ASSIGNMENT

The Lessee shall not assign, transfer, sublease, or sub-rent this agreement, nor the premises or any improvements or any part thereof, except with the prior written approval of L'Evate Event Space.

## 31. COPYRIGHTED MATERIALS

The Lessee will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, material, devices, processes, or dramatic rights use on or incorporated in the event. The Lessee agrees to indemnify, defend, and hold harmless L'Evate Event Space and its owners from any claims and expenses.

## 32. FORCE MAJEURE

Neither party shall be held liable for failure or delay in performing obligations due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, government restrictions, pandemics, labor strikes, or power outages. If such an event occurs, both parties shall make reasonable efforts to reschedule the event.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

33. SEVERABILITY

If any provision of this agreement is found to be **invalid or unenforceable**, the remaining provisions shall **remain in full force and effect**. The unenforceable provision shall be modified to the extent necessary to comply with the law while preserving the original intent.

34. RELEASE AND INDEMNIFICATION

LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS L'EVATE EVENT SPACE, ITS OWNERS, ITS MANAGEMENT COMPANY, AND ITS OWNERS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL DEMANDS, SUITS, JUDGMENTS, SETTLEMENTS, CLAIMS, DAMAGES TO PERSONS AND/OR PROPERTY, FINES, LIENS, LOSSES AND OTHER LIABILITIES, COSTS, OR EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR IN ANY WAY RELATED TO THE EVENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR DAMAGE TO ANY PROPERTY, OR FOR DEATH OR INJURY TO ANY INDIVIDUAL OR ANY VIOLATIONS OF LAW DURING THE EVENT.

THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. LESSEE HEREBY RELEASES L'EVATE EVENT SPACE FROM ANY AND ALL LIABILITY OR RESPONSIBILITY TO LESSEE OR ANYONE CLAIMING THROUGH OR UNDER LESSEE BY WAY OF SUBROGATION OR OTHERWISE FOR ANY LOSS OR DAMAGE TO EQUIPMENT OR PROPERTY OF LESSEE, LESSEE'S GUESTS OR VENDORS EITHER COVERED OR NOT COVERED BY ANY INSURANCE THEN IN FORCE.

I HAVE READ, UNDERSTAND AND AGREE TO COMPLY BY THE ABOVE POLICIES. I UNDERSTAND THAT FAILURE TO COMPLY WITH THESE REGULATIONS MAY RESULT IN LOSS OF ALL OR PORTIONS OF THE SECURITY DEPOSIT TO COVER APPLICABLE FEE.

IN WITNESS THEREOF, the Owner/Representative and Lessee have duly executed this lease agreement, in duplicate on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Acknowledged, Agreed and Authorized by Lessee (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Acknowledged, Agreed and Authorized by Lessee (Signature)

\_\_\_\_\_  
Owner/Representative Signature

\_\_\_\_\_  
Date

POLICIES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_



### Credit Card Authorization

L'Evate Event Space requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize L'Evate Event Space to make a debit(s) to your credit card listed below. Once complete, please email to [l.evateeventspace@gmail.com](mailto:l.evateeventspace@gmail.com)

By signing this form you give L'Evate Event Space 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 L'Evate Event Space to immediately charge my credit/debit card an Event Date Retainer in the amount of \$\_\_\_\_\_ 50% of the costs associated with my event rental fee of \$\_\_\_\_\_. I acknowledge this fee is NON-REFUNDABLE and if my event is within thirty (30) days of the submission of this form, I acknowledge L'Evate Event Space will be executing withdrawal of 100% of the costs associated with the venue booking. This payment is for my event on \_\_\_\_\_, 20\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.

The retainer balance will also be charged to this card thirty (30) days prior to your event. Any additional costs that arise after that date will be charged within two (2) days of your event.

I \_\_\_\_\_ also authorize L'Evate Event Space to immediately charge my credit/debit card for any additional fee(s) outlined in rental agreement should it be deemed necessary.

Check here if you would like to use an alternative payment method (check, additional credit card, cash) for the event space rental fees balance and/or additional fees or costs.

PLEASE NOTE: 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(s) 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: \_\_\_\_\_ (3 digit on back of Visa/MC or 4 digits on front of AMEX)

I authorize L'Evate Event Space to charge the credit card(s) 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: \_\_\_\_\_

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

## Event Center Rental Agreement – Exhibit A

### L'Evate Event Space Usage Rules

Following are usage rules that must be followed by Lessee(s), Lessee's guests and vendors. Non-adherence to these rules will lead to fines and/or damages.

1. **Moving L'Evate Event Space's Décor (if applicable)**
  - L'Evate Event Space décor will be positioned by L'Evate Staff members based on the final plan agreed to at the event space planning meeting. Should Lessee choose to make minor adjustments to L'Evate's Décor after placement, L'Evate must receive consent prior to event date.
2. **Event Center Walls**
  - Command strips and/or tape is the preferred method to attach décor items to walls or fixtures in the Event Center. Command strips/tape must be removed completely along with the décor items during tear down. Use of nails, screws and/or thumbtacks in any wall, fixture or equipment is prohibited. Any damages caused by improper removal of command strips/tape, use of nails, screws and/or thumbtacks will result in forfeiture of the cleaning/damage deposit.
3. **Candles**
  - Oil candles are not permitted on property, all candles must be in an enclosed vase/candle holder that allows a minimum of TWO inches from the top of the flame to the top of the vase/candle holder. All other candles will be extinguished by L'Evate Event Space staff.
4. **Event Center Equipment**
  - Sitting or standing on tables is not permitted and could result in serious injury if table collapses.
  - There should be no permanent fixtures placed on tables or chairs.
5. **Celebration Items**
  - The following Celebration items are NOT permitted at L'Evate Event Space:
    - Bird seed, rice, confetti, confetti cans, confetti guns, confetti shooters, streamer shooters, streamer cannons, streamer guns, glitter, party string, Chinese sky lanterns, fireworks, propane heaters,
  - The following items may be used OUTDOORS ONLY: bubbles and sparklers. If any of these items are used inside the Event Center, Lessee forfeits the Cleaning/Damage Deposit.
  - Balloons may be used in moderation and removed during tear down and any broken pieces must be placed in a trash receptacle. If balloons (inflated, deflated or pieces) are left after tear down, Lessee forfeits the Cleaning/Damage Deposit.
6. **Rules for Lessee's Wedding Vendors (Lessee is responsible for communication of rules)**
  - **Florists:** Florists may bring their own containers. Client must notify Florist that every plant must have an underlying tray to prevent water marks on floors and/or furnishings. All floral equipment and residue (i.e., flower petals or leaves) must be removed from the Event Center (building and grounds). Brooms and trash receptacles are available at L'Evate Event Space.
  - **Music/Entertainment:** Lessee and Lessee's vendors must adhere to the following rules:
    - Volumes must be kept at a reasonable volume at all times.
    - All music must end by 11:00 pm on Friday or Saturday and 10:00 pm Sunday through Thursday
    - Equipment that gets hot during use must be mounted on appropriate fireproof materials.
    - All equipment must be removed during tear down period.
    - L'Evate Event Space reserves the right to end music/entertainment for not following these rules.
  - **Rental Equipment/Wedding Supplies:** Rental equipment/wedding supplies procured from outside vendors must be delivered and removed during rental time. Should that not be possible, Lessee may incur an additional fee. All equipment must have appropriate materials to ensure no damage is made to the Event Center floor.
7. **Smoking:** Smoking is permitted ONLY outside in designated areas. Guests must also use provided ashtrays. Cigarette/cigar butts found outside of the designated area will be classified as damage to the Event Center and the security deposit will be forfeited.
8. **Catering:** Open flames and cooking stations are not permitted at any food stations or in the Event space (Sternos are permitted).
9. **Load In/Kitchenette Access** is only available for the time scheduled the day of the event. Kitchenette is for finishing and warming only and must be cleaned after use.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Event Center Rental Agreement – Exhibit B  
L'Evate Event Space Alcohol Policy

1. The Lessee assumes any and all liability arising from the consumption of alcoholic beverages on the premises. This includes any incidents, damages, or legal consequences that may occur both on-site and after individuals leave the facility.
2. All alcoholic beverages, including beer, wine, and mixed drinks, MUST be served by a licensed bartender. Self-service or distribution of alcohol by guests is strictly prohibited. Failure to comply may result in immediate termination of the event without a refund, and the Lessee assumes full responsibility for any legal or liability issues arising from unauthorized alcohol service.
3. Alcohol service must cease 30 MINUTES before Lessee's tear down time begins.
4. Specific behavior that will not be tolerated at L'Evate Event Space include, but are not limited to, the following:
  - Fighting
  - Destruction of property
  - Disrespectful conduct (to other Guests, Vendors or L'Evate staff)
  - Allowing minor persons to consume alcohol.
  - Possession and/or consumption of a personal supply of alcohol – this includes private vehicles located in the Event center parking lot.
  - Consumption of alcohol not served by bartender.
5. At L'Evate Event Space's sole discretion, L'Evate reserves the right to:
  - Evict any person(s) engaging in unacceptable activities outlined above, or not complying with the decision of L'Evate Event Space staff.
  - Close the bar and remove all alcoholic beverages from L'Evate Event Space property.
  - Withhold Lessee's Security Deposit

All Mississippi State Laws and Federal Laws must be adhered to at all times.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_