Today’s Date:

Name:

Contact:

Address:

Phone No.:

Type of Event:

Date of Event: Time:

Set up time needed:

Key pick up:

Number of Guests:

Tables:

Chairs:

Stage:

Bar:

Projector:

Set up:

Clean up:

Linens:

Building Rental: Due Date:

Security Deposit: Due Date:

\*\*All debit/credit card payments will be refunded less 3% service charge\*\*

2% tax on all rentals

Special Needs:

Chamber members receive 10% discount for business rentals (does not include weddings and private events

|  |  |  |  |
| --- | --- | --- | --- |
| **Rented** | **# of Days/Quantity** |  | **Total** |
| Deposit |  |  |  |
| Building  |  |  |  |
| Back Room |  |  |  |
| Sanitation Fee |  |  |  |
| Equipment |  |  |  |
|   |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Deposit** | **Sanitation** | **Rent** | **Tax** | **Card Fee** | **Refund** | **Paid by** |
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All reservations for private functions are made upon and subject to the rules and regulations of Beale Celebrations and are subject to the terms and conditions described herein. It shall be the sole responsibility of the User to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement. User may have access to facility, restrooms, grounds, parking area for the agreed upon period of time in this agreement.

**PAYMENT TERMS/DEPOSIT:** Lessee agrees to pay Beale Celebrations for the use of such premises a base rental package cost of **$900.00 plus $500 deposit** according to the following with the return of this signed Lease agreement. A 2% sales tax will be charged for the building rental and 8.1% sales tax will be charged on all equipment rentals. All debit/credit card payments will be refunded less the service charge.

# \* Security Deposit: $500.00 is due at time of signed contract. It will hold the date and $500.00 is refundable if canceled more than 60 days in advance. Less than 60 days the deposit is non-refundable. The deposit will then be rolled over to the damage/cleaning deposit for the event and $450.00 is refunded based on trash removed, floors swept, bathrooms cleaned, Projector and any other equipment used and returned in proper working condition. The refund is based on any damages, losses, cleaning expenses, extra rental time, moving and rearranging charges of owner’s furniture & accessories, special contractor charges, unapproved building usage, driving & parking usage, extraordinary maintenance or repairs, security charges deemed necessary after inspection within one week after the event. Beale Celebrations will provide detail of the charges against the deposit and any charges in excess of the refundable cleaning/damage deposit will be billed to User. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests and possible litigation.

# CANCELLATION

Either party may cancel this contract up to two months prior to the event date, in which the entire Rental Fee shall be refunded in full. Anything less than two months will result in a forfeit of the Security Deposit. Incidental charges relating to the execution of the rental agreement will be deducted from any deposits refunded. If Beale Celebrations must cancel this contract prior to the date of the event all Rental Fee and Security Deposit will be refunded.

# STAFF

Beale Celebrations may require an additional fee for support staff for certain events such as security, technicians, servers, transportation, etc. Staff requirements will be evaluated on an individual basis. Additional required fees shall be discussed and agreed to by both parties prior to the event date. If additional staffing is deemed to be necessary by Beale Celebrations as a result of erroneous information (including attendance and nature of event) being provided by User including cleaning crew, repair or maintenance, Beale Celebrations may bill the User for such fees in its sole discretion and the User shall pay all such fees immediately upon receipt of invoice.

# ADMISSION & PROMOTION

The User is responsible for all reservations and admission to the event. The User is also responsible for all marketing and promotion of the event. Beale Celebrations must give final approval to any and all advertising pertaining to public events held at the Facility. Beale Celebrations will appear in all publicity; the address shall be given, and shall be listed as Beale Celebrations 201 N 4th St, Kingman, AZ 86401.

# ENTERTAINMENT

All entertainment, for any form of production, including but not limited to sound, lighting, staging and crew must be approved in advance by Beale Celebrations three months prior to the Event.  **No FOG Machines permitted.**

# TENTING

All tenting must comply with Beale Celebrations standards and be approved in advance at time of Rental Agreement being signed and deposit received.

# DECORATIONS

Beale Celebrations Manager must approve any special decoration needs. No staples, tacks, tape or nails may be used to attach decorations. No paint may be applied. Beale Celebrations will not accept any freight or other delivered items on behalf of the client. Items may not be delivered prior to the contracted move-in time on the event date or must make arrangements prior to deliver with Beale Celebrations Manager. Both parties agree that the Facility will be delivered by Beale Celebrations to User in clean ready to use condition. User agrees that its taking possession of the Facility shall be conclusive evidence as against User that the Facility Space was in the condition agreed upon herein. **At no time will open flame candles be allowed. All candles must be battery operated. Absolutely no glitter, if glitter is used an additional cleaning fee WILL be applied. This will result in forfeiture of your security deposit.**

# ALCOHOLIC BEVERAGES

It is the responsibility of the User to obey all applicable laws, including but not limited to prohibition of sales to minors and intoxicated persons. All Arizona Liquor Laws – Title 4 laws must be followed while on the premises. Any person under the age of 21 will not be served alcohol under any circumstances. Valid identification is required for guests of a questionable age. All service staff is required by law to refuse service to any guest who appears to be intoxicated. A copy of the Special Events Liquor Permit must be provided to Beale Celebrations manager and the original must be displayed at the bar. By signing this agreement, User acknowledges that Beale Celebrations is not liable for persons consuming alcoholic beverages.

**SMOKING**

No smoking anywhere on the premises.

# HAZARDOUS MATERIALS

User shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Facility without the prior written consent of Beale Celebrations. User agrees to indemnify, defend and hold harmless the Beale Celebrations from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys’ and consultants’ fees) arising out of or in any way connected with User’s violation of this provision. User’s obligations and liabilities under this Section shall survive the expiration or termination of this Agreement. For purposes of this Agreement, the term “Hazardous Materials” means any explosives, fireworks, radioactive materials or other hazardous substances.

# SECURITY AND SAFETY

User is responsible for the conduct and behavior of the group using the facility. Costs for any needed call for security due to unruly behavior during an event by Beale Celebrations will be deducted from security deposit. Beale Celebrations reserves the right to limit the number of people entering the building or any floor for safety reasons and crowd & parking control. All hallways, entryways, and aisles, driveways, motor court and parking area are to be clear of obstacles. Beale Celebrations and its designees shall have the right to enter the Facility at any time during its use by User. User, or a guest or other person under the User’s control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Facility. Adult supervision of minor children is required at all times.

# MUSIC

Beale Celebrations asks that the decimal level be kept to a reasonable level of 85 decibels @ 300 feet from nearest speaker or sound source and that the music end by midnight. Complaints may result in music volume reduction and fines may be charged to User by City of Kingman Police Department if volume decibels are determined to be above allowed decibels.

# CLEAN UP

All food and beverage debris, decoration supplies and other trash must be picked up, bagged and removed from the property by the User, Contracted Caterer and Bartender. **Do not flush any food or beverages in the toilets. Bag all food items and take out to the garbage containers in the back parking lot.**

The Facility including the exterior grounds must be left in an orderly condition. Failure to complete any of these tasks will result in a partial/complete loss of Security Deposit. The Beale Celebrations manager on duty will perform a walk-through of the premises after the event. Beale Celebrations is not responsible for any items left behind by User or its guests.

# PARKING

Parking is available on the Beale Celebrations property and City parking around the Beale Celebrations. Valet parking, although not required, but if desired is at the User’s expense. If Valet Parking is used the User must engage Beale Celebrations identified exclusive vendor and be coordinated through Beale Celebrations Management. All transportation services will be at the expense of the User. No parking in driveway areas leading to parking area to allow for free traffic flow and access by emergency vehicles. **Beale Celebrations is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior or after event.**

# INSPECTION & LIABILITY

Beale Celebrations reserves the right to inspect and control all private functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of User or User’s guests or invitees brought to the property, or (2) any injury to User of User’s guests or invitees brought to the property. **USER HEREBY INDEMNIFIES, DEFENDS AND HOLDS BEALE**

# CELEBRATIONS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES BY ANY PARTY, INCLUDING GUESTS OF USER, ARISING OUT OF ANY SUCH EVENT. Accidents must be

immediately reported in writing to Beale Celebrations at the address stated above and in any event within 24 hours. User agrees to immediately deliver to Beale Celebrations at the address stated above every process, pleading or paper relating to any claims

or proceedings arising out of any accident involving the Facility. The User shall not aid any claimant but shall cooperate fully with

Beale Celebrations in manners connected with any claims or suits. **USER AGREES THAT AS PART OF THE TERMS OF THIS**

# AGREEMENT, USER ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS

**BEALE CELEBRATIONS AND ITS OWNERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL DAMAGES OR LIABILITY ARISING IN CONNECTION WITH OR RELATED TO RENTAL OF THE FACILITY, EXCEPT WHERE SUCH DAMAGES ARE CAUSED SOLELY BY THE ACTIONS OF BEALE CELEBRATIONS.**

# INSURANCE

User agrees to obtain and maintain throughout the term of the event, insurance of such types and in such amounts as a reasonably prudent company would obtain and, upon request, agrees to provide the evidence of such insurance. User agrees to obtain and maintain throughout the term of the event, proof of insurance from each vendor or contractor conducting business at Beale Celebrations, indicating Beale Celebrations as an additionally insured for the duration of the event including set-up and tear-down times. This proof of insurance must be supplied to Beale Celebrations manager no later than two weeks prior to the event. Beale Celebrations is covered by general liability insurance, but will not be responsible for the User’s guests, members, personnel, equipment, properties, or audience. User assumes all responsibility when signing this agreement.

# TERMINATION/DAMAGES

Should User be found in violation of any of the provisions of this Rental Agreement, Beale Celebrations shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to Beale Celebration and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs. Additionally, future events scheduled at facilities operated by Beale Celebrations may be cancelled at the sole discretion of the Beale Celebrations manager. If User leaves personal belongings or items pertaining to event at the Facility, Beale Celebrations may charge for additional rental time and/or labor and storage costs and/or returning item(s) via shipping of such items. Beale Celebrations manager will inspect for damages and clean-up prior to departure. Damage to the facility or equipment shall be paid for in full by the person or group signing this Agreement. User is responsible for damages to the building, furniture and equipment caused by the User or anyone associated with User’s use of building. In addition to anything else provided herein, User expressly agrees to pay to Beale Celebrations on demand:

1. Any fine or legal violation, including administrative fees, against User during the term of this Agreement, or against Beale Celebrations to the extent arising out of or relating to the renting of the Facility to User.
2. All expenses incurred by Beale Celebrations in connection with the collection of monies due Beale Celebrations pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney’s fees, administrative fees and costs.
3. All costs of repairing any damage to the Facility including the PA System.

(d) $50.00 per hour cleaning fee if the Facility is returned in not substantially the same condition in which it was issued.

# NON-TRANSFERABILITY

Facility rentals made to a particular User are made exclusively for that User. User shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of Beale Celebrations. If the User relinquishes a date, the date reverts to Beale Celebrations and the scheduling of a new rental date becomes subject to general scheduling availability.

# MISCELLANEOUS

This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created by this Agreement are performable in the City of Kingman. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to Beale Celebrations that he/she has the authority to bind such entity and that such party will be personally liable for the faithful performance of this contract. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Lease, and duly executed by the parties hereto.

USER AGREES BY HIS/HER SIGNATURE ON THE FACE HEREOF THAT HE/SHE HAS READ AND IS AWARE OF THE

TERMS AND CONDITIONS CONCERNING THE USE OF THE FACILITY AND ACCEPTS FULL RESPONSIBILITY HEREIN.

Signature by Beale Celebrations authorized representatives shall be regarded as acceptance by Beale Celebrations of the above reservation for the User’s function.

BEALE CELEBRATIONS: USER/TENANT/LESSEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Authorized Agent)

Beale Celebrations

201 N 4th St, Kingman, AZ 86401 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date Approved) (Date Signed)

**THIS CONTRACT IS VOID UNLESS SIGNED AND RETURNED WITH THE REFUNDABLE DEPOSIT OF THE TOTAL RENTAL PACKAGE AS DETAILED ABOVE.** Please sign this rental agreement and return along with payment of the requested fees and Security Deposit, payable to Fleischmann AZ Investment Corp. If the Agreement, fees and Security Deposit are not returned to Beale Celebrations within two weeks from receipt of Reservation Request, Beale Celebrations shall no longer hold the requested Date of the Event for User and shall be free to re-book the Facility with another User.

Revised 2021.12