**Engage Event Space Rental Agreement**

This contract for the rental of **ENGAGE EVENT CENTER** is made by and between Engage Event Center located at 6975 Washington Ave S, Edina, MN 55439, hereafter referred to as the OWNER, and (NAMED on INVOICE) hereafter referred to as the RENTER.

The parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum as listed on the final invoice submitted, of which $200.00 is a deposit due at the time of booking and will be deducted from the total. The OWNER reserves the right to increase the deposit depending on the scope and size of the event and the Renter is responsible for discussing the scope prior to reserving the space. The remaining amount, after deposit, is due 14 days prior to the event. If full payment is not received within 14 days of the event, the OWNER reserves the right to cancel the reservation and no refund will be given.
2. The RENTER agrees that all payments are non-refundable under any circumstances including cancellations by the RENTER. Reservations may be cancelled within 24 hours of booking. After 24 hours of booking; if an event is cancelled, or the Renter does not show up for the reservation, the rental fees will not be refunded, and reservations are final and non-transferable. The OWNER agrees that if the cancellation is due to circumstances incurred by the OWNER or venue, all fees paid by RENTER will be refunded.
3. The RENTER agrees that all confirmed dates are final and rescheduling of dates are to be determined at the OWNER’S discretion.
4. The RENTER shall have access to and use of the venue as included in final invoice for the sole purpose of hosting the RENTER’S event. **The rental period must include all set up and clean up time needed for the reservation and all time onsite is invoiced.** These hours apply to all vendors and caterers. If Renters exceed the pre-booked time period, Engage Event Center will charge $150 for time past scheduled and contracted time slot.
5. The rental allows for a maximum capacity of 50 guests. If Renter exceeds maximum capacity, Renter will take full responsibility and be liable for any fines or legal ramifications.
6. The Renter is fully responsible for any damage or loss to the premises, or any objects contained therein, during time they have the space reserved and for not abiding by the rules and guidelines set forth in the agreement, including, but not limited to cleaning, ending time guidelines, guest conduct or violation of any other governing law, mandate, Executive Order or ordinance. This includes but is not limited to furniture stains (liquids that stain, food, gum, crafting materials, etc.), damage or scratches to furniture, cabinets, counters, walls, paint, doors, floor surfaces, and electronics (e.g., televisions, speaker, remotes, microphone), as well as, following the guidelines and rules of renting the facility.
7. Due to the proximity of neighboring businesses, bands and/or DJs are prohibited
8. RENTER agrees that NO glitter, candles, confetti, fog machines, sparklers, silly string, or bubbles are allowed in the venue.  No tacks, adhesives, Command Strips, nails, staples, glue etc. on walls or ceiling. Anything that will damage the walls, paints, or holes of any kind is not allowed. General decorative candles are not allowed; however, birthday or celebratory cake candles are permitted. Existing material, electronics or décor cannot be removed from the walls, windows, or floors. Decorations may not be hung from the ceiling or nailed into the walls. Violation of these rules will result in an additional fee of $200 and is subject to additional repair fees, which will charged to the card on file.
9. Parking is available in front of the business in a shared parking with other tenants. The lot must be cleared at the conclusion of the reservation time.
10. The Renter shall not use the space in any manner that would violate local, state or federal laws or regulations including the serving of alcohol. Under no circumstances shall alcohol be consumed or provided to anyone under the age of 21 without a license. Renter hereby indemnifies Engage Event Center, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys’ fees) arising out of or in connection with Renter’s violation of any local, state or federal law, rule, regulation or ordinance related to Renter’s use of the space. Engage Event Center does not carry a liquor license.
11. OWNER may conduct video surveillance of any portion of its premises at any time. All activity inside of the premises are recorded. The only exception being private areas such as restrooms. Cameras will be positioned in appropriate places within and around the building spaces and used in order to help promote the safety and security of people and property. By signing this agreement, you hereby give consent to such video surveillance at any time Engage Event Center may choose. Video is for Engage Event Center’s use only and will not be distributed, sold or used for advertising. Video, if necessary, will be provided to law enforcement authorities upon request.
12. Loitering is strictly prohibited in the entry way of the building, parking lot and/or the surrounding premises at any time. The renter is responsible for his/her guests and adherence to these rules.
13. RENTER shall remove all personal property and other items that were not present in the venue when RENTER took control of it. This includes sweeping and breakdown of chairs and tables. Included in the rental is disposal for two (2) 55-gallon garbage bags that staff will dispose of following the rental.
14. If Renter prefers, they can pay a cleaning fee of $75 **in advance (notify OWNER 14 days prior)** and Engage Event Center will take care of clean up (OPTIONAL).
15. Renter hereby does indemnify, waives and hold harmless Engage Event Center from and against all claims of whatever nature from any accident, injury, illness or damage to persons or property arising from the use of the premises, or the roads or streets providing access hereto. This indemnity shall include all costs, claims, expenses, penalties, liens and liabilities, including attorney fees, and is no way limited by the amount of the damage
16. Vendors, such as caterers, who are hired by the Renter are also bound by the terms of this agreement. Responsibility for enforcement of the terms resides with the Renter. The Renter is responsible that all vendors understand the terms and conditions of the facility.
17. All guests are the responsibility of the Renter, and the Renter will be held accountable if behavior becomes unruly or disruptive. Minor children are allowed with direct adult supervision. No pets are allowed.
18. It is the responsibility of the Renter to manage guests regarding social distancing, food preparation, mask enforcement and other protocols related to health authority guidelines.
19. RENTER and OWNER agrees that the total price for the rental includes access to tables, chairs, sound system, smart TV and microphone.
20. The RENTER agrees to maintaining a credit card on file during the entirety of the event to secure payment for any damages. The OWNER agrees to advise the RENTER of any damage charges before making a debit to the credit card on file. The RENTER agrees to provide another source of payment if credit card on file is not valid.
21. Any keys must be returned to the lock box at the end of the rental period. There will be a $75 lost key charge per key.
22. Any disputes arising under this contract shall be adjudicated in the Owner’s local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.