

## EVENT SPACE RENTAL AGREEMENT

**THIS EVENT SPACE RENTAL AGREEMENT** (this "Agreement") is made and entered into on \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Plant Life Designs, Inc., an Iowa corporation, having its principal office at 29154 360<sup>th</sup> Street, Van Meter, Iowa 50261 ("Licensor" or "PLD") and \_\_\_\_\_, whose principal address is \_\_\_\_\_ ("Client"). Licensor and Client are each a "Party" and together, the "Parties".

**WHEREAS**, PLD owns the property locally known as 29154 360<sup>th</sup> Street, Van Meter, Iowa 50261 (the "Property"); and

**WHEREAS**, Client desires to obtain a license to the garden event space located on the Property, consisting of the pergola garden, cantina, patio garden and large greenhouse, pizza oven and garden (the "Event Space"), for the purpose of \_\_\_\_\_ (the "Event").

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Event Space. PLD hereby grants to Client a limited and revocable license (the "License" to use (i) the following equipment provided by PLD: \_\_\_ tables, \_\_\_ chairs, \_\_\_ benches and \_\_\_ bistro tables; (ii) the Event Space for the Event together with the right to use all other areas in and about the Property which are used in common with others including, without limitation, the lobbies, elevators, stairways, rest rooms, delivery areas, and parking areas (collectively, the "Common Areas"). Notwithstanding the foregoing, nothing in this Agreement shall be construed as to include the log cabin located on the Property as part of the Event Space or Common Area. The License permits the Client to use the Event Space only for the Event on the Event Date (defined below) during the Event Hours (defined below), subject to, and upon all of the terms, covenants, and conditions contained in this Agreement. The License shall not, under any circumstances, be coupled with an interest in the Event Space. Client acknowledges and agrees that no more than 50 guests, and no more than 25 vehicles, will occupy the Event Space during the Event on the Event Date.

2. Event Date and Event Time. The Event shall be held on [date]\_\_\_, between the hours of \_\_\_\_\_ A.M. and \_\_\_\_\_ P.M., which includes set up and take down time (the "Event Time"). Client, Client's Caterer, if any (defined below), and Client's other independent contractors, contracted vendors, and service providers retained by Client to provide services for the Event (collectively, "Client's Service Providers") shall not have access to the Event Space at any time other than during the Event Time, unless Client receives prior written authorization from PLD.

3. Deposit and Fees.

a. Client shall pay to PLD the following deposits and fees (collectively, the "Fees") in the following manner:

i. a non-refundable fee in the amount of \$500.00 to hold the Event Date (the "Date-Hold Fee") is due and payable to PLD on the Effective Date;

ii. a Rental fee in the amount of \$\_\_\_\_\_ (the "Rental Fee"), which shall be paid on or before thirty (30) days prior to the Event Date (\_\_\_\_\_, 20\_\_\_);

iii. an additional time fee in the amount of \$200/hour for time Client, or Client's guests and Service Providers occupy the Event Space beyond the Event Time (the

"Additional Time Fee"), which shall be due and payable on the Event Date and shall be charged to Client's credit card, in accordance with Section 3(b) below; and

- iv. an additional cleaning fee, if any repair and/or excessive cleaning is needed at the Event Space or the Common Areas by reason of the Event to bring the Event Space, the Common Areas, or both to the same or similar condition as delivered to Client (the "Additional Cleaning Fee"), which shall be due and payable to Client within 5 days of the Event Date, which shall be responsible for any deficiency, which shall be charged to Client's credit card, in accordance with Section 3(b) below.
    - b. All Fees shall be payable in cash, check, or major credit card. On the Effective Date, Client is required to provide PLD with a credit card, to hold on file for any additional charges which may occur under this Agreement. PLD reserves the right to charge for services incurred under the agreement.
    - c. PLD shall have no obligation under this Agreement until the Date-Hold Fee is paid in full.
    - d. If Client fails to pay any of the Fees by the applicable due dates set forth in this Agreement, and such failure continues for ten (10) days after PLD gives Client notice of such failure, PLD shall have the right to revoke the License and retain the Date-Hold Fee.
4. Condition of the Event Space. PLD shall prepare the Event Space on the Event Date in accordance with the specification set forth herein. PLD will also provide setup of chairs and tables as agreed upon 24 hours prior to the Event. PLD will also ensure the lawn is cut as well as any other items expressly agreed to in writing in advance of the Event. Please note that the space is a natural space with flora and fauna, uneven ground and other natural elements.
5. Client's Caterer. Client shall select a caterer from the list of approved caterers and provide thirty (30) days' written notice to PLD of Client's chosen caterer prior to the Event Date ("Client's Caterer"). Client may use a caterer not on the PLD approved list, subject to prior approval of PLD. If Client wishes to use a caterer not on the PLD approved list, approval must be sought at least forty-five (45) days prior to the Event. Client's Caterer shall contact PLD fourteen (14) days prior to the Event Date to confirm details and coordinate the set up process. Further responsibilities of Client's Caterer are as follows:
  - a. *Cleaning.* Client's Caterer must clean the Event Space, kitchen, tables, plates, silverware, glasses and all service areas within the Event Time, leaving it in the same condition and working order as at the start of the Event set up. Client's Caterer must remove all trash, composting, and recyclables from the Event Space, kitchen, and service areas. Failure to remove or clean the Event Space, kitchen, and service areas will result in additional fees being charged to Client in accordance with Section 3, above.
  - b. *Sale of Alcoholic Beverages.* PLD has an exclusive relationship with Après Bar to provide alcoholic beverage services on premises. Client shall contact Après Bar at least thirty (30) days in advance of the Event to coordinate service on the day of the Event and shall be responsible to Après Bar for all costs and fees associated with the procurement and service so-related. PLD shall have no responsibility to coordinate with or pay Après Bar in relation to Client's Event.
6. Site Decoration. Client shall contact PLD's onsite event coordinator to make arrangements for decorating the Event Space, and must provide a inclement weather for PLD's approval at least fourteen (14) days prior to the Event. Rearranging and moving furniture, artwork, lamps, seating, and other furnishings shall be performed solely by PLD's employees. No nails, screws, staples, or penetrating items shall be used in the Event Space. No tape or gummed backing materials, including, but not limited to,

glitter, confetti, silly string, shall be used in the Event Space. Gum is prohibited in the Event Space. Flame candles are prohibited on the premises as are decorations which must be hung from the ceiling. Any damage to or from decoration the Event Space shall be repaired by PLD, the cost of which shall be charged to Client's credit card, in accordance with Section 3, above.

7. Conduct and Noise. Smoking in the Event Space, the Common Areas, or in or on the Property, loitering, disparaging remarks, physical violence, fireworks, firearms, weapons, or illegal activities are prohibited and will not be tolerated. Children must be supervised at all times during the Event. Client agrees to control the noise level at the Event such that it shall not create a disturbance. If PLD reasonably determines that the noise level is excessive, upon request by PLD, Client shall immediately reduce the volume. Conduct deemed disorderly and/or noise levels deemed excessive, at the sole discretion of PLD, shall be grounds for immediate expulsion from the Event Space and the conclusion of the License.

8. Insurance. Client, Client's Caterer (if any), and Client's Service Providers (if any) must each provide PLD, no later than fourteen (14) days prior to the Event Date, with a certificate of insurance evidencing event liability insurance that provides bodily injury and property damage insurance coverage for all bodily injury, property damage, personal injury, and other claims, losses, or damages arising out of or in connection with, in whole or in part, the use or occupancy of the Event Space, the Common Areas, sidewalks, and other appurtenances to the Event Space, by Client, Client's Caterer (if any), Client's Service Providers (if any), or any other employee, agent, representative, or invitee of the Event. The insurance required hereunder shall have a single limit liability of not less than \$1 Million and general aggregate liability of not less than \$1 Million and shall name PLD as an additional insured. If alcohol is served, the policy shall also include host liquor liability coverage..

9. Compliance with Laws. Client shall, and shall cause the Client's Caterer and the Client's Service Providers to comply with all applicable laws and obtain any and all required permits and licenses necessary to use the Event Space. Client shall not, and shall not permit the Client's Caterer or the Client's Service Providers to use the Event Space in any manner that would violate local, state, or federal laws or regulations related to Client's use of the Event Space.

10. Indemnification. Client hereby agrees to indemnify, defend, and hold harmless PLD, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Event Space, the Common Areas, sidewalks, and other appurtenances to the Event Space, by Client, Client's Caterer (if any), Client's Service Providers (if any), or any other invitee of the Event; or (b) any acts, errors, or omissions on the part of Client, its officers, directors, employees, or agents, including, without limitation, Client's Caterer (if any) or any of Client's Service Providers. This Section 10 shall survive termination of this Agreement.

11. Permitted Use and Capacity. Client is authorized, pursuant to the License, to use the Event Space for the Event and for no other purpose, unless PLD gives Client prior written authorization for additional permitted uses. Client shall not use the Event Space in any manner that may result in increased insurance premiums for PLD with respect to the Event Space or render such insurance void. Client acknowledges and agrees that the maximum capacity of the Event Space is 50 people and 25 vehicles and Client will not exceed such limit. Failure to comply with this Section 13 shall be a breach of this Agreement and permit PLD to revoke the License pursuant to Section 15 herein.

12. Access and Right of Entry. PLD shall have the right to enter the Event Space at any time, without the consent of Client, for any reasonable purpose, including any emergency that may threaten damage to the Event Space, or injury to any person in or near the Event Space. Client acknowledges and agrees that PLD's Event Coordinator will be present and on site at all times during the Event.

13. Cancellations. Cancellation at any time by Client shall result in the forfeiture of the Date-Hold Fee. If Client cancels the Event within thirty (30) days of the Event Date, PLD shall also be entitled to retain all Fees.

14. Force Majeure.

- a. *Non-liability*. PLD shall not be responsible or otherwise liable for any failure to perform if such failure is caused by reason of (i) floods, fires, earthquakes, explosions or other natural disasters; (ii) war, invasions, hostilities, terrorist threats or acts, riots, civil unrest; (iii) governmental authority, proclamations, orders, laws, actions or requests; (iv) litigation challenging the validity of any necessary permit, embargoes or blockades; (f) epidemics, pandemics, or other national or local public health emergencies; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) shortages of supplies, adequate power or transportation facilities; and (i) other events beyond the control of PLD. , PLD is in no way responsible for weather conditions or road conditions as a direct result of the weather and is not responsible for the upkeep and maintenance of any public road providing access to the Property. Rain or other inclement weather will not serve entitle the Client to an Alternate Event Date unless PLC is unable, for reasons beyond its reasonable control, to make the Event Space available to Client on the Event Date for the purpose set forth in the Agreement.
- b. *Alternative Event Date*. In the event PLD is unable, for reasons beyond its reasonable control, to make the Event Space available to Client on the Event Date for the purpose set forth in this Agreement, Client shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Client. If Client chooses an Alternate Event Date that is reasonably acceptable to PLD, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. If: (a) Client does not elect to choose an Alternate Event Date; or (b) PLD and Client cannot agree on an Alternate Event Date within fourteen (14) days of the original Event Date, this Agreement shall terminate and PLD shall refund any portion of the Fees, excepting therefrom the Date-Hold Fee, received by PLD from Client hereunder. In neither instance shall PLD be liable for any additional costs, expenses, or damages suffered by Client (over and above the Fees) arising out of the rescheduling or cancellation of the Event pursuant to this Section 14. Nothing hereunder shall be considered to grant Client a right to an Alternate Event Date due to inclement weather conditions; including, but not limited to, rain, snow, wind, etc.

15. Revocation of License. PLD shall have the right to revoke the License at any time prior to the Event Date provided PLD provides written notice of such revocation to Client. PLD's right of revocation shall be limited to the following events: (a) nonpayment of Fees by the applicable due dates; (b) breach of this Agreement by Client; or (c) the Event is of a nature that PLD finds subjectively inappropriate. If PLD revokes the Agreement because of subsection (c) herein, PLD shall refund the Fees, excepting therefrom the Date-Hold Fee, which have been paid to PLD. In all other events, PLD shall retain all amounts paid to PLD as liquidated damages and not as a penalty.

16. Notice. Wherever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed duly given when delivered personally, or after confirmation of delivery when delivered by facsimile or email, or forty-eight (48) hours after being mailed registered or certified mail, return receipt requested, postage prepaid, at the address set forth below or such other address hereafter provided in writing by the receiving Party.

If to PLD:

If to Client:

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
17. Assignment. This Agreement may not be assigned by Client without the prior written consent of PLD.

18. Attorneys' Fees. If either Party retains an attorney to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation and all appeals.

19. Miscellaneous.

- a. This Agreement, including any addendum, schedule or exhibit attached hereto, constitutes the entire agreement between the Parties, and this Agreement shall not be amended in any way except through a written amendment signed by each Party.
- b. This Agreement shall be governed in accordance with Iowa law, without regard to its choice of law and conflicts of law principles.
- c. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity of any other provision in this Agreement.
- d. This Agreement shall be binding on the Parties and inure to the benefit of their respective heirs, legal representatives, and permitted successors and assigns.
- e. Headings used herein are for convenience of reference only and are not intended to have any affect in determining a Party's rights or obligations. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context.
- f. This Agreement shall not be construed more strictly against a Party merely because it may have been drafted or prepared by such Party or its counsel.
- g. Failure of PLD to insist, in any one (1) or more instances, upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of future failures to comply with such term, covenant or condition. Moreover, no waiver or relinquishment of PLD of any right or power under this Agreement shall be deemed a waiver of such right or power at any other time.
- h. Neither Party is the agent of the other Party, nor shall this Agreement be construed as creating a joint venture or partnership between the Parties.
- i. Each Party, and each signatory below on behalf of the Party it is signing for, has the authority to execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereunder.
- j. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Agreement by facsimile or PDF signatures, each such signature to be treated as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**LICENSOR:**

PLANT LIFE DESIGNS, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CLIENT:**

\_\_\_\_\_  
a[n] \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_