



Please complete this Lease Agreement within 10 days of booking.

You can mail this to :
310 N Main St. Cameron, MO. 64429

or hand deliver it to :
310 N Main St. Cameron, MO. 64429

If the doors are locked you may leave it in the mailbox. This is a locking mailbox so payments will be safe if those are attached.

If you would like to scan and email it to us please send it to : venue310@gmail.com

You can keep the cleaning list and info list.
To save paper the rental agreement is on pages 2-8

Thank you for booking with us!

-Emelia Assel



Venue 310 LLC Lease Agreement

This Lease is made and entered into by and between Venue 310 LLC, a Missouri Limited Liability Company, hereinafter referred to as "Lessor," and _____(name of lessee), hereinafter referred to as "Lessee."

Whereas, the Lessor owns a building located at 310 N. Main St., Cameron, MO 64429; and Whereas, the Lessee is desirous of temporarily leasing that building for use as a special event venue, and Lessor is willing to lease that property to Tenant for _____(type of event);

Now, Therefore, the parties agree as follows:

1. **LEASED PREMISES:** Lessor grants unto Lessee the right to use the following areas: parking lot, entryway, large entertainment space, decoration closet, decorations, bathrooms, hallway, kitchen and utensils not labeled for private use. This includes the grass yard area in the front of the building for pets, located at 310 N. Main St., Cameron, MO, 64429, herein referred to as "Leased Premises." Note: The Leased Premises does not include the fenced in yard (only the front grass area may be used for pets), rooms and property labeled "private, private use or off limits" as well as rooms marked Emelia Assel Photography, which are prohibited from use by Lessee.

2. **TERM:** Lessee shall enjoy the right of use of the Leased Premises, from _____:(time) until _____:(time) on the ___/___/___(date). Herein referred to as "Lease Term." Lessee may have limited and non-exclusive access to Leased Premises for set up beginning on. Set up and clean up must be done in the time frame listed above.

3. **CONSIDERATION:** Lessee shall pay the consideration for use of the Leased Premises according to the fee schedule set out below:

Half Day Rental (6 Hours).....	\$ 140.00
Full Day Rental (12 Hours).....	\$ 215.00
3 Hour Weekday Meeting	\$ 90.00
Cleaning Service Fee	\$ 50.00
Corkage Fee (for alcohol use).....	\$ 25.00
Late Stay Fee (\$50 per hour, rounded to the nearest hour).....	\$ 50.00

Non-refundable Deposit:

The Lessee shall pay the full rental fee to the Lessor at the time of booking. Additional charges are due the day of the event (Cleaning or Corkage Fee), unless the Lessee chooses to pay in advance via invoice or in person. Due to loss of opportunity the Rental Fee is not fully refundable. Half of the Rental Fee is designated as the Deposit which is non-refundable. If an event is canceled 30 days or more before the booked date, the Lessee will receive Half of the rental fee as a refund, the other half will be obtained by the Lessor. (example: Half Day Rental Fee is \$140.00, If the event is canceled 30+ days before the event they will only receive \$70.00 back.) If

the event is cancelled less than 30 days before the booked date there is no refund. All rental charges must be paid before Lessee takes possession for the event.

Cleaning Option:

Lessor offers a cleaning service for \$50.00. If Lessee chooses this option they only have to remove all personal property, and no cleaning will be required. If Lessee chooses to clean the Leased Premises, there will be a cleaning list provided and all cleaning must be done on this list. Any failure of Lessee to clean according to Lessor's list will result in the assessment of the \$50.00 cleaning fee.

Please Initial which option applies:

Lessee will clean according to the cleaning list. _____

Lessee would like Lessor to clean, and \$50.00 will be added to my balance. _____

Corkage Fee Option:

A Corkage Fee of \$25 will be charged for events that will be bringing alcohol to the Leased Premises. If remnants of alcohol are found, the Lessee will be billed for this \$25 Corkage Fee.

Please Initial which option applies:

Lessee's event will not have alcohol. _____

Lessee's event will have alcohol and I understand there is a \$25 Corkage Fee that will be added to my balance. _____

Late Stay Fee:

If you or your guests are still in the building after the agreed lease times you will be billed \$50 for each hour you go over. The hours are rounded to the nearest hour.

Example:

20 Minutes Over = 1 Hour = \$50 Late Stay Fee

65 Minutes Over = 2 Hour = \$100 Late Stay Fee

Your event set up and clean up must be completed during your agreed lease time.

4. **USE OF PREMISES:** The Leased Premises shall be used only by Lessee and Lessee's guests for a celebration, meeting, dinner, reception or special event and for no other purposes without the prior consent of Lessor. The following special provisions are noted and agreed:

- a. Lessor shall provide keys and other items necessary for Lessee's access and use of the Leased Premises upon Lessee's final payment, or the day of the event. Before the event date the Lessor will contact the Lessee and set up a convenient time for both parties to meet to either exchange keys or unlock the property. This is typically the selected start time Lessee chose when booking.
- b. Within 24 hours of the Lease Term expiration, Lessee shall tender to Lessor the keys and other access control devices in his/her possession. Keys can be left in a lock box at the end of the event.
- c. Lessee shall remove at the conclusion of the event all personal property, approved equipment, supplies and other items that were brought onto the Leased Premises when Lessee took control of the premises.
- d. Lessor shall have access to the Leased Premises during the entire Lease Term. Lessor shall have the ultimate and final authority on use of the Leased Premises.
- e. Lessee will not injure, destruct, or deface or cause damage to the Leased Premises or any part thereof.
- f. The Lessee shall not make any alterations or additions to the leased premises, without first obtaining the written consent of the Lessor, which shall not be withheld unreasonably.

- g. The Lessee shall not make, nor allow to be made any unlawful, improper or offensive use of the Leased Premises.
- h. That Lessee will not assign, sublet, or part with the possession of the whole or any part of the premises without first obtaining the written consent of the Lessor.
- i. The Lessor covenants that the Lessee shall peaceably hold and enjoy the Leased Premises.

5. CONDITION, REPAIR, MAINTENANCE, AND UPKEEP: Lessee acknowledges that it has made an inspection of the Leased Premises, finds the same suitable for its intended purpose, and accepts the Leased Premises in its present "AS-IS" condition. Lessor does not warrant that the Leased Premises are free of defects or any other hazards, and Lessee assumes the risk of same. Lessee shall be responsible for keeping the Leased Premises in a neat and orderly condition throughout the term of this Lease and to return the Leased Premises to Lessor clear of all trash and debris and in substantially the same condition as it received it, excepting only normal wear and tear. Lessee shall pay the cost of cleaning not handled by Lessee pursuant to Paragraph 3 herein. Lessee shall be responsible for payment of the cost of repairs of any damage to the Leased Premises, its fixtures, appliances or appurtenances, or to the building of which the Leased Premises form a part, caused by the intentional act(s) or negligence of Lessee, its guests, agents, or servants, or in any way arising out of Lessee's occupancy of the Leased Premises.

6. LIABILITY & INDEMNITY: To the fullest extent permitted by law, Lessor shall not be responsible for damages caused by any defects in the Leased Premises or the consequences thereof. Lessor shall not be liable for any damage to person or property sustained by Lessee or its employees, contractors, subcontractors, guests or invitees or any other person(s), and any such liability is assumed by Lessee. Lessee agrees to defend, indemnify, and hold harmless Lessor, and its members, directors, officers, employees, agents, successors, assigns and its related entities from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, which arise out of or are in any way related to Lessee's use of the Leased Premises, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional acts, fault or willful misconduct of Lessee, its employees, agents, invitees, visitors, or contracting parties, premises liability and/or defects in the Leased Premises, and/or Lessee's performance of and/or failure to perform its obligations under this Lease, and to pay reasonable attorneys' fees related thereto. **LESSEE ACKNOWLEDGES AND AGREES THAT IT IS AGREEING TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR FOR LESSEE'S OWN NEGLIGENCE OR FAULT, INCLUDING PROPERTY DEFECTS.**

7. ALCOHOL: NO ALCOHOL SALES PERMITTED. Lessor does not sell or serve alcoholic beverages. If alcoholic beverages are to be served at the function, the lessee hereby agrees that these shall not be served to anyone under the age of twenty-one. All alcohol must be removed from premises at the conclusion of the event. Lessee is required to sign a separate Alcohol and Release of Liability Form before Lessee will be allowed to take possession of the Leased Premises.

The Lessee hereby agrees to hold the Lessor harmless from any damages caused to or by any person who is a participant at the function in the event there is legal action arising from the use of the premises and/or the sale or furnishing of alcoholic beverages on said premises. The Lessee hereby agrees to indemnify the Lessor for any and all damages caused by or to any person participating at the function, whether such damage is caused by the use of alcohol or otherwise. The Lessee hereby agrees to pay for the defense of the Lessor in the event of any legal action arising as the result of the serving of alcoholic beverages and/or any other reason connected with the use of the Leased Premises.

8. SIGNS OR DECORATIONS: Lessee is obligated not to display in, on, or above the Leased Premises any sign or decoration, the nature of which, in the sole discretion of Lessor, is dangerous, unsightly, or detrimental to the Leased Premises or to Lessor. Lessee is obligated to promptly remove at or before the expiration of this Lease any and all signs placed in or upon any part of the Leased Premises and is

obligated to pay the cost of said removal. No decorations may be fastened to doors or walls of the Leased Premises with nails, tacks, or other fasteners that can potentially leave behind marks or holes. No loose glitter, if glitter falls off of decorations easily then it cannot be used. If a cleaning fee is not paid and the Lessee has to do glitter removal after the rental a cleaning fee will be charged. Painters tape (FrogTape™ or 3M ScotchBlue™) and Command™ brand products are permitted. No candles, sparklers, or fireworks are allowed on Leased Premises. Smoking is prohibited inside the Leased Premises, If Lessee has to clean up cigarette butts outside a cleaning fee Will be Charged.

9. TRASH: Lessee shall remove all trash or other debris from the Leased Premises at the conclusion of the event and place the bags in the designated location (North facing side door near the kitchen). Trash cannot be placed outside or street side. Premises must be broom swept and cleaned according to the provided cleaning list at the conclusion of the event. Exception is if you purchased the Cleaning Service. Lessee shall be responsible for keeping the Leased Premises in a neat and orderly condition throughout the full term of this Lease and to return the Leased Premises to Lessor clear of all trash and debris and in substantially the same condition as it was received, excepting only normal decay, wear and tear. Lessee shall pay the cost of any janitorial service required for cleanup and trash removal not handled by Lessee pursuant to this Section. Lessee is to take recycling home.

10. SURRENDER OF PREMISES. At the expiration of this Lease, or its termination for other causes, Lessee is obligated to immediately surrender possession of the Leased Premises. Should Lessor allow or permit Lessee to remain in or upon the Leased Premises after the expiration or termination of this Lease, said action shall not be construed as a precondition of this Lease.

11. DEFAULT BY LESSEE: Should Lessee fail to comply with any of the terms, covenants, agreements or conditions contained in this Lease, Lessee shall be in default hereunder and Lessor shall have the right, at Lessor's option, to cancel this Lease effective immediately. The foregoing provision is without prejudice to any remedy which might otherwise be available under the laws of Missouri for breach of contract.

Should Lessor terminate this Lease as provided in this section, Lessor may re-enter said Leased Premises and remove all persons or personal property, without legal process, and all claims for damages by reason of such re-entry are expressly waived.

Lessor's failure to strictly and promptly enforce any of the terms of this Lease shall not operate as a waiver of Lessor's right. Lessor hereby expressly reserves the right to enforce the terms of this Lease or to cancel this Lease regardless of any indulgences or extensions previously granted.

12. ATTORNEY FEES. In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor is required to bring any action at law or in equity against Lessee to enforce any terms of this Lease, Lessee agrees to pay reasonable attorney's fees incurred by Lessor.

13. DATE CHANGE: In the event of a date change the Renter may use the same deposit towards the new date as long as it is 30 days before the event date. Anything less than 30 days before the event date will be required to make a new booking and pay a new deposit. Cancellations do to weather or low guest attendance will not be refunded. Deposits are half of the rental fee.

14. OTHER PROVISIONS:

- a. The parties to this Lease understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided for herein, this Lease shall be governed by the laws of the State of Missouri.
- b. All the provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns, affiliates, nominees and representatives.
- c. Failure of Lessor to require strict performance by Lessee of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by Lessor

- of the right thereafter to require strict compliance with said covenants, provisions, and conditions.
- d. If any term or provision of this Lease, or application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those affected thereby, and each term and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.
 - e. It is agreed that the article captions contained in this Lease are merely inserted for the purpose of convenience in reference, and that such article captions shall in no way be construed as forming part of this Lease or in any way limiting or qualifying the provisions hereof.
 - f. Any amendment to this Lease must be in writing and signed by Lessee and Lessor. Oral agreements shall not constitute an amendment of this Agreement.

Total Bill:

Lessor and Lessee acknowledge that Lessee shall pay \$_____ **(total)** as reflected above to cover a _____ hour reception, at the Leased Premises. A rental fee of \$_____ has been paid on _____ **(date)**, leaving a balance of \$_____ **(remaining total)** due upon transfer of keys for access. If the total bill is not paid before the event, the deposit will be retained by Lessor and Lessee will not be allowed access to the Leased Premises. In the event of cancellation by Lessee, all payments made to date are non-refundable.

Please make checks payable to Venue 310 LLC

By signing this contract the Renter is agreeing with all policies, terms and conditions, as well as any fees listed above. You must be 18 or older to sign.

Please contact Venue 310 if you need to cancel your event. Call or Text (816) 724-3728 or email us at venue310@gmail.com

Lessee's Signature: _____.

Printed Name _____ Date: / / _____.

Address: _____ Zip: _____.

Email: _____.

Phone Number: (_____) - _____.

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Lessor's Signature: _____.

Printed Name _____ Date: / / _____.



VENUE 310 LLC
Alcohol Policy

Acknowledgement of Risk and Release From Liability

ALCOHOL POLICY:

NO ALCOHOL SALES ARE PERMITTED on the property of Venue 310, LLC located at 310 N. Main St., Cameron, MO 64429 (the "Leased Premises"). Lessor does not sell or serve alcoholic beverages. Lessee may bring alcohol to their event, provided they have informed Lessor, paid the required Corkage Fee, abide by all federal, state and local alcohol laws and regulations and sign the acknowledgement of risk and release from liability. If alcoholic beverages are to be served at the function, the Lessee hereby agrees that these shall not be served to anyone under the age of twenty-one.

ACKNOWLEDGEMENT OF RISK AND RELEASE FROM LIABILITY:

I have been informed and acknowledge that the serving of alcohol at the Leased Premises during my special event may contain certain risks and dangers to guests, invitees, and other individuals that would be beyond the control of Lessor; including, but not limited to, injury, sickness or death.

I hereby declare that I willingly assuming these risks, and any other risks that may arise by serving alcohol at my special event; and I proceed voluntarily and of my own free will. I hereby WAIVE any right to SUE FOR PERSONAL INJURY or otherwise hold liable the Lessor, and its members, affiliates and agents for these risks. The Lessor shall not be liable for any damages arising from personal injuries sustained by the undersigned on or about these premises or as a result of my serving alcohol at the Leased Premises during my special event.

The Lessee hereby agrees to hold the Lessor harmless from any damages caused to or by any person who is a participant at the function in the event there is legal action arising from the use of the premises and/or the sale or furnishing of alcoholic beverages on said premises. The Lessee hereby agrees to indemnify the Lessor for any and all damages caused by or to any person participating at the function, whether such damage is caused by the use of alcohol or otherwise. The Lessee hereby agrees to pay for the defense of the Lessor in the event of any legal action arising as the result of the serving of alcoholic beverages and/or any other reason connected with the use of the Leased Premises.

I am relying solely upon my own judgment without influence by anyone in making this **Acknowledgment of Risk and Release From Liability.**

I HAVE READ THIS AGREEMENT AND HAVE SIGNED IT FREELY. I FULLY UNDERSTAND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE FULLEST EXTENT OF THE LAW

Signature _____ Today's Date ____/____/____

Printed Name _____
Event Date ____/____/____

Venue 310 | 310 N Main Street Cameron, Mo 64429
Venue 310 LLC Lease Agreement

Rental Fee \$ _____
Date Paid ____/____/____

Please Check one:

- _____ Paid Online When Booking
- _____ Paid In Person With Cash
- _____ Paid By Check: # _____
- _____ Paid By Invoice

Additional Services

Cleaning Service + \$50.00 YES / NO
Corkage Fee + \$25.00 YES / NO

Total Balance Due + Extra Fees \$ _____

Staff Use Only

Total Paid on ____/____/____
Cash _____
Check _____ Check # _____
Sent Invoice _____



Venue 310 Cleaning List

___ Wipe down all tables. Peroxide spray or Lysol is under the kitchen sink. Leave the wooden tables out, the gray ones can be folded up and put in the storage room.

___ Check all chairs for spills or food remnants (We don't want to find moldy cake a week later). Stack them 5 high and place them in the storage room or where you found them.

___ Clean sinks, counters, stovetop, & bathrooms. There is Lysol or peroxide spray available under the kitchen sink.

___ Sweep Floors. Try to leave it clean for the next rental. Brooms are in the utility closet near the kitchen. Please wipe up any spills on the floor. There's a green dry mop and Bona Spray in the utility closet if the whole floor needs mopped.

___ Bag up your kitchen, bathroom, and other trash. Please replace them with new ones. Place the bags by the exterior door near the kitchen. Extra bags are under the kitchen sink.

___ If you use the venue's tablecloths, mop pads, or towels, please place them in the laundry basket in the utility closet near the kitchen.

___ Load dishwasher, **do not start it**. Hand wash any items that are too large or are not dishwasher safe. Put away all dishes & equipment (except those being washed in the dishwasher).

___ Remove all of your own items from the refrigerator; leave what you found there when you arrived please.

___ Inspect for any damage, obvious marks on walls, etc. Mention them to the venue rental person when you return the key.

___ Make sure all doors are locked and place Key in the mailbox out front.

If you want to use or leave any decorations you are welcome to. Let others know to check the bottom of decorations when cleaning up. Ours will say "310" on the bottom. Decoration Bins have color and theme labels, you can also leave the decorations in the closet under the loft or on a table and I will find a home for them.

If these items are not completed, you will be billed a \$50 Cleaning Service Fee.

If you have paid the \$50 Cleaning Service Fee Please take your personal items with you.

Useful Info For Venue 310

You can move the wooden tables but cannot fold them up. Please lift them to move them, pushing them can make them collapse and will scuff the floor.

Please only use Command strips and hooks or painters tape on the walls. Other tape causes damage to the walls.

Enter and Exit at the front of the building. There is an Emergency Exit on the north side of the building, near the kitchen. The yard is off limits.

A First Aid Kit is under the kitchen sink and on the wall in the kitchen.

Fire Extinguishers are in the kitchen and on the wall in the front of the building.

On weeknights and weekends there is adequate street parking. There is also parking in the back of the building, parking in rows going east and west will allow the most vehicles.

One restroom is in the front or "big room", the second is down the hall from the kitchen.

Behind the bar like structure at the front of the venue there is a kids area, if you don't need this area you can put the items in the storage room, please put them back when you leave.

The outlets are childproof, to plug in an item, use the prongs slide the guard over and plug in your cord.

There are serving trays, a punch bowl with cups, stemless wine glasses, and other serving items that you are welcome to use in the kitchen. Please make sure they are clean before use. When you are done with them please clean them for the next person.

A stereo with speakers is available. You can bring your playlist on a USB or an auxiliary cord is there for phone use.

For safety reasons we would rather you not use real candles aside from birthday cakes. We have some battery operated tea lights you can borrow. Dollar Tree also has more battery operated candles available.

816-724-3728 is our phone # if you need help with something.

We hope you have a great time!
-Emelia Assel-
Venue 310 Owner