



Venue 310 LLC Lease Agreement

"Lessee Name" _____

Phone (____) _____ - _____ Email _____

Address _____ Zip _____

"Type Of Event" _____ Number of Guests _____

Check All That Apply:

6 Hour Rental 12 Hour Rental 3 Hour Rental 2 Full Days

3 Full Days Yard Use \$ 75 (6 Hour Rental) Yard Use \$100 (12 Hour Rental)

\$50 Cleaning Fee (Building Only) \$75 Cleaning Fee (Yard & Building)

Other _____

This Lease is made and entered into by and between Venue 310 LLC, a Missouri Limited Liability Company, hereinafter referred to as "Lessor," and "**Lessee Name**", 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, bridal suite, decorations, bathrooms, hallway, kitchen and kitchen utensils. This includes the grass yard area in the front of the building and the fenced in yard, as long as it was part of their booking, located at 310 N. Main St. Cameron, MO, 64429, herein referred to as "Leased Premises." Note: The Leased Premises does not include the 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
(Start Time) _____ : _____ **AM** **PM** on **(Start Date)** ____/____/____ until
(End Time) _____ : _____ **AM** **PM** on **(End Date)** ____/____/____

Herein referred to as "Lease Term." Lessee may have limited and non-exclusive access to Leased Premises. 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

6 Hour Rental	\$ 175.00
12 Hour Day Rental.....	\$ 250.00
3 Hour Weekday Meeting	\$ 100.00
2 Full Days.....	\$ 500.00
3 Full Days.....	\$ 750.00
Cleaning Service Fee	\$ 50.00 (Building) Or \$75 (Building & Yard)
Yard Use	\$75 (6 hour rental) Or \$100 (12 hour rental or each day for multi day bookings)
Late Stay Fee (\$50 per hour, rounded up to the nearest hour).....	\$ 50.00

Payment and 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 Yard Use), 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. All rental charges must be paid before Lessee takes possession for the event.

Cancellation: Cancellations due to weather, loss of interest, illness of a guest, fear of illness, or low guest attendance will not be refunded. Wedding Insurance is encouraged. 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 \$175.00, If the event is canceled 30+ days before the event the Lessee will receive \$87.50 back.) If the event is canceled less than 30 days before the booked date there is not a refund.

Cleaning Option: Lessor offers a cleaning service for \$50.00 for building or \$75.00 for building and yard area. 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 cleaning list will result in the assessment of the \$50.00 or \$75.00 cleaning fee.

Late Stay Fee: If you or your guests are still in the building after the agreed lease times you will be billed \$50.00 for each hour you go over. The hours are rounded up to the nearest hour. Example: 20 Minutes Over = 1 Hour = \$50 Late Stay Fee 65 Minutes Over = 2 Hours = \$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 the 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 the 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. YARD USE: Yard Use is for the fenced in area to the north of the building. There are two doors to access this area on the north side of the building near the kitchen and cleaning closet. This is an outdoor area with grass and a concrete patio. We cannot give refunds for weather or temperatures that could interfere with outdoor events. Guests are not permitted in any areas that are locked or are clearly fenced off. Pets are permitted to use the parking lot or grass area in front of the building for restroom purposes, please clean up waste. The yard is a strict non-smoking area for safety reasons, do not smoke or drop cigarette butts out there. Children play in this space. There is an outdoor ashtray at the front of the building in the paved alleyway. Do not leave children

or pets unattended in the yard. Keep front and back gates closed when not in use. Do not drive vehicles on the grass.

8. ALCOHOL: The Lessor, Venue 310 LLC, does not sell or serve alcoholic beverages. The Lessee may bring alcohol to their event, provided they abide by all federal, state, and local alcohol laws and regulations. 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.

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.

9. 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, then 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, a cleaning fee will be charged.

10. 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 on the 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.

11. 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 the 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.

12. 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.

13. 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.

14. DATE CHANGE: In the event of a date change the lessee may use the same Booking Fee towards the new date as long as it is 30 days before the event date. Date changes due to weather, loss of interest, illness of a guest, fear of illness, or low guest attendance will not be refunded. Wedding Insurance is encouraged.

15. 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 insure 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 Amount**" as reflected below to cover an event at the Leased Premises. 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.
Make checks payable to Venue 310 LLC.

Rental Fee \$ _____
Cleaning fee \$ _____
Yard Use \$ _____

"Total Amount" \$ _____
Date Paid _____ / _____ / _____

Check One:

- Paid By Check (check # _____)
- Paid Online
- Paid Cash In Person
- Paid By Invoice
- Other _____

By signing this contract the Lessee 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: ____ / ____ / ____

Mail to:
Venue 310
310 N. Main St.
Cameron, MO 64429

Office Use Only :

Lessor's Signature: _____

Date: ____ / ____ / ____

PAID _____

Notes: