

## The Signature Suite, LLC Venue Rental Agreement and Contract

Below are the legally binding rental terms of The Signature Suite, LLC's Venue, a Minnesota Limited Liability Company, hereby referred to as "The Signature Suite". You, hereby referred to as the "Renter", are agreeing to abide by these terms and conditions as set forth by The Signature Suite by accepting them when reserving the space (online, by mail, or in person). The Renter acknowledges having received a copy thereof, and the Renter will be held financially responsible for any damage, theft, or loss to the facility or equipment, which occurs during the time of the Renter's event. The undersigned hereby agrees all information on the application is correct to his or her best knowledge.

1. **Security and Damage Deposit.** A refundable Security and Damage Deposit fee of \$200 is required at the time the date is reserved and the contract is signed. The refundable security and damage deposit, or a portion thereof, will be returned to the Renter within 7 business days after the event and upon inspection of the premises and adhered to the policies listed in this contract immediately after completion of event. The renter is fully responsible for any damage or loss to the premises or any objects contained therein, during the time they have space reserved and must abide by the rules and guidelines set forth in the agreement. This includes but is not limited to cleaning, excess of contracted time, guest conduct, stains or damages to furniture, cabinets, countertops, walls, doors, floors, electronics, and appliances. If an event is cancelled, the damage deposit will be refunded.
2. **Cancellation of Reservations.** Reservations may be cancelled within 24 hours of confirmation and payment of the booking, less the 3.3% credit card processing and transaction fee for refunds. Due to the nature and time sensitivity of this business, after 24 hours of booking, the reservation fee is 100% NON-REFUNDABLE and only transferable if the reserved booking is outside of 4 months. The transferred booking must be reserved within 1 calendar year of the original reserved event. However, the security and damage deposit will be refunded less the credit card 3.3% fee. If we are able to get the space rebooked, we will be happy to provide you with your reservation refund.
3. **Minimum Age to Rent.** The Signature Suite requires Renters to be at least twenty-three years old at the time the space is reserved. The Signature Suite reserves the right to verify age and request an approved proof of identification. Children and minors must be supervised at all times and are the responsibility of the Renter.
4. **Time Slot.** In order to stay diligent, courteous and ready for our next guests, we ask all Renters to be prompt in their arrival and departure times. **The rental period must include all set-up time and clean-up time needed for your event.** The hours apply to all vendors and caterers. If Renters exceed the pre-booked time period, The Signature Suite will charge \$25 for every extra fifteen (15) minutes past paid for and approved time slot. These additional fees will be deducted from the paid damage deposit. In the event the Renter has opted in to cleanup service, then Renter must leave at scheduled departure time in accordance with his/her reservation time.
5. **Included Rental Space.** Rental fee reserves the entire venue facility for the event. While a small table or welcome sign may be utilized outside The Signature Suite venue entrance, no part of the event can take place outside of The Signature Suite facility. This includes, but is not limited to, the front area, the parking area, and the space surrounding the building. The parking lot and premises must be vacated at the conclusion of the event. The Renter is responsible for his/her guests and adherence to these rules.

6. **Parking.** Parking is available at the front and side of the building and on the street (Red Wing Avenue North) by The Signature Suite.
7. **Maximum Guest Capacity.** The Signature Suite has been approved 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. The Signature Suite reserves the right to cancel an event immediately and Renter will forfeit all payments and fees if maximum capacity is breached.
8. **Furniture and Equipment.** Included in the rental are 6) 60" round tables or 6) 30" high top tables (or a combination of both) and 50 chairs. Our exclusive venue lounge set is also included, which consists of a sofa, loveseat, 3 chairs, 2 side tables, and one sofa table. You may move the lounge if requested before your event, but it will need to be returned to its original position at the end of the event's departure time. If the lounge furniture needs to be removed from the venue, a \$25 fee will be added to your invoice.

A Sonos wireless music system comes through the venue's ceiling speakers. Directions for connecting will be in the black *Instructional* binder located on the prep-kitchen counter.

A 75" Smart TV on a rolling cart is included in the rental. Please **let us know** if you would like to use the TV. If you do not plan on using it, we will remove it from the venue space. Loss of the TV remote will incur a \$100 fee.

9. **Lost and Found.** The Signature Suite is not responsible for the loss of any personal items, including gifts. Renter is responsible for all items left behind by guests.
10. **Vendor Adherence to Contract.** Vendors, such as caterers etc., 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.
11. **Prep-Kitchen.** A prep-kitchen is available for the Renter or caterer's use for food that has already been prepared offsite. The Renter must provide his or her own paper and disposable products, dishware, and utensils. You have the opportunity to rent products from The Signature Suite. All food and supplies that were brought in for the event must be removed from the kitchen by the conclusion of the rental time period. Open flame food preparation and frying is prohibited within or around The Signature Suite's premises. Caterers hired by Renter for a large party with a large amount of food are expected to haul away their garbage and waste to their respective facilities.
12. **Clean Up.** The Signature Suite's venue rates are aligned to be a SELF-SERVICE venue. Cleanup will be performed by the Renter in accordance with The Signature Suite's cleaning checklist. Instructions are available online and onsite in the black *Instructional* binder on the prep-kitchen counter. If Renter prefers and makes arrangements at least 72 hours in advance, Renter with groups of 24 or less can pay a cleaning fee of \$75, or groups of 25 or more can pay a cleaning fee of \$125. Please review the *Cleaning Checklist* in advance to determine if Renter will clean according to the *Cleaning Checklist* or will pay the cleaning fee. If the cleaning cost exceeds your group's pricing because of neglect or overuse, the Renter agrees to pay the additional charges within 10 days of receiving an invoice and proof of expense. The Renter is responsible for the removal of all personal belongings, garbage from Renter and vendors, and any items not originally present upon control of the venue. The Renter is not responsible for removing tables, tablecloths, or removing or stacking chairs.

\*If The Signature Suite's fine dishware, drinkware, and/or silver/goldware are rented for use, the Renter is expected to dispose of liquids down the sink drain and remove food from dishware and silver/goldware in the trash NOT the sink drain. CAREFULLY place these items in black bins on the prep-table bottom shelf for thorough cleaning by The Signature Suite.

13. Deliveries. Deliveries prior to the event must be scheduled with The Signature Suite. Early deliveries are not guaranteed as the space may be occupied by an existing reservation. Factor in the time needed at the time of booking to account for vendors, caterers, and deliveries.

14. Music, Bands, DJs. The Signature Suite has a Sonos wireless music system with in-ceiling speakers for you to play music from your device. Due to the space, a small band of 3 members or less is allowed. DJs are welcome. All music must be at an appropriate level to not damage the speakers or disrupt our neighbors. The venue has fine acoustics. So, we will not provide a microphone.

15. Additional Decorations. Decorations are allowed to be brought in to style your event. All décor must be out of the venue at the end of the Renter's reservation time. The Signature Suite prohibits the use of Silly String, bubbles, confetti, glitter, sparklers, and fog machines. We do not allow anything to be thrown outside, such as rice, birdseed, confetti, glitter etc. No tacks, adhesives, nails, staples, glue, Command Strips, etc. on walls or ceilings. No open flame candles except for celebratory cake candles. Decorative candles are allowed but the flame must be contained. If these rules are not observed, it will result in forfeiture of part or all the damage deposit and subject to any other repair or cleaning fees.

\*Any large items that were rented from The Signature Suite venue will be removed from the venue space by our staff.

\*If you have rentals from The Signature Suite showroom, we will ASSIST you by bringing rentals over to The Signature Suite venue and returning to The Signature Suite showroom. If you would like decorating, setting up, or taking down services of The Signature Suite rentals, inquire for a service fee.

16. Damages. Renter shall leave the space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the space beyond ordinary wear. The Signature Suite shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse The Signature Suite for any such repairs within 30 days of receipt of The Signature Suite's written request for reimbursement. The request shall be accompanied by written verification of the amount.

17. Fees Noted in Rental Contract Terms and Agreement.

- Credit card fees include 3.3%
- Excess of contracted time - \$25 every 15 minutes
- Hard to clean materials - confetti, glitter, etc. \$200
- Loss or damage of TV remove - \$100
- Failure to follow cleaning instructions - starts at \$75
- Excessive cleaning of bodily fluids - \$200
- Lounge removal from venue - \$25

\*The Signature Suite does require a credit card on file in case additional fees are required above the \$200 Security and Damage Deposit.

18. Out of Our Control. In the event of fire, catastrophe, or disaster that prevents a scheduled event from occurring, that scheduled event shall be cancelled. The Signature Suite shall refund Renter's Security and Damage Deposit and any added fees outside of the reservation within 10 days of said cancellation, less the credit card processing and transaction fee. **The Signature Suite does not offer refunds due to inclement weather, illness, viral or bacterial outbreak, or pandemic, such as Covid-19. It is the responsibility of the Renter to manage guests in any health protocols related to guidelines. Guests and Renters concerned with potential exposure are recommended to refrain from in-person attendance. The Signature Suite recommends optional event insurance at the discretion of the Renter for liability, injury, damage, or cancellations outside of the control of the Renter.** In the event severe inclement weather disrupts an event, or the government mandates a shutdown, such event may be rescheduled for the same duration within 12 months of the original reservation date.
19. Guest Conduct. The Signature Suite has residential neighbors and adjacent businesses with their respective customers. 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. During the Renter's event, The Signature Suite has the right to evict/cancel the Renter's guest(s) and/or vendor(s) at any time without notice if complaints are received for noise or other disruptive behavior. In the event this happens, no money shall be refunded.
20. Right to Refuse Service. The Signature Suite reserves the right to refuse service to a Renter for any matters not covered by said rules and regulations in this Rental Agreement and Contract and shall be at the discretion of The Signature Suite. The Signature Suite is available for rent for meetings, events, and the like and reserves the right to refuse rental of this facility. In the event of a refusal, The Signature Suite shall refund the Renter, if applicable, the reservation fee and security and damage deposit fee.
21. Release of Liability and Indemnification. Renter hereby does indemnify, waives, and holds harmless The Signature Suite 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 and/or security deposit. Renter's obligations with respect to the indemnities therefore shall survive the termination of this agreement.
22. Governing Law. This agreement shall be construed in accordance with and governed in all respects by, the laws of the State of Minnesota, without regard to conflicts of law or principles.
23. No Smoking. Smoking is NOT allowed anywhere within our facility. This includes electronic cigarettes. If your guests wish to smoke, they must do so (outside) in the back of the building.
24. Compliance with Laws. 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 or sold without a license. Renter is fully liable and responsible for the monitoring, display, and consumption of alcohol in accordance to Display and Consumption laws. Bar services performed by fully licensed and insured vendors are available upon request and are strongly recommended. NO alcohol is to be consumed outside the venue. The Signature Suite is a SMOKE-FREE facility. Renter hereby indemnifies The Signature Suite, its employees, officers, directors, volunteers, or other agents for any damages, penalties, fines, suits,

actions, or other costs (including reasonable attorney 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. The Signature Suite strongly recommends event insurance for the protection of the Renter. By declining event insurance, the Renter assumes full liability.

Date:

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Renter