



## DARLA'S CAKERY VENUE RENTAL AGREEMENT

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### General terms:

- a. The hourly rate for this venue is \$75.00.
  - b. The hourly rate for the gathering room is \$25.00 first hour and \$10.00 for the second, for two (2) hours maximum rental period. Gathering room rental past two hours will be at the rate of \$25.00 per hour.
  - c. Although catered savory items are permitted, no catered dessert items are accommodated during the rental of Darla's Cakery. However, if there is a conflict with Darla's custom order calendar, renter is allowed to cater dessert items (including cakes) from another provider.
  - d. A refundable deposit of \$300.00 is required to book the venue.
  - e. Darla's Cakery does not do any decorating for the event.
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This contract for the rental of the Darla's Cakery  venue  gathering room is made this day \_\_\_\_\_, by and between Darla's Cakery, hereafter referred to as the "Darla's", and \_\_\_\_\_, hereafter referred to as the "Renter".

**Whereas** the Renter desires to temporarily rent, occupy, and make use of the Darla's Cakery, located at 200 Highlandville Road, Highlandville, MO 65669.

**Whereas** Darla's agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated.

**Now, therefore**, the parties agree to the following terms and conditions:

**I. EVENT DESCRIPTION / VENUE ACCESS:** The Renter shall have access to and use of the venue from \_\_\_\_\_ o'clock on \_\_\_\_\_, to \_\_\_\_\_ o'clock on \_\_\_\_\_, for the purpose of hosting the Renter's

\_\_\_\_\_ event. Renter shall acknowledge receipt of keys and lock box code to venue no later than \_\_\_\_\_.

**II. RENTAL COST: Venue-** is booked at \$75.00 per hour, making your balance due now at \$\_\_\_\_\_, per length of event indicated in **Paragraph I** above. Should your rental exceed the indicated time period, the balance is due no later than 48 hours after event, or it is deducted from the security deposit. **Gathering Room-** The sum of \$25.00 is due no later than thirty (30) days before to reserve the **gathering room**. The remaining balance is due at the expiration of the rental period.

**III. DEPOSIT:** The Renter shall pay to Darla's the sum of \$300.00 at time of booking. The deposit is refunded upon final settlement of accounts, minus any charges for actual damages done to the venue by Renter or his/her associates, or for exceeding the indicated rental period. Should the total amount surpass the total cost in **Paragraph II** above, that balance shall be due no later than forty-eight (48) hours after the rental period expires.

**IV. EXPIRATION OF RENTAL PERIOD:** Within forty-eight (48) hours of the rental period's expiration, Renter shall tender to Owner the rental fee balance due. Immediately at the end of the rental period, the Renter shall notify by text message, that their event has ended, and the key has been returned to the lock box.

**V. REMOVAL OF BELONGINGS:** Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it.

**VI. RETURN OF SECURITY DEPOSIT:** Upon Renter's completion of his/her obligations under Paragraph IV & V above, Darla's shall return to Renter any unexpended portion of the deposit, minus any additional rental fee and any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

**VII. UNPAID BALANCE FEES:** In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 7.745% per month until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

**VIII. LIABILITY:** Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

**IX. DISPUTES:** Any disputes arising under this contract shall be adjudicated in the Darla's Cakery's local jurisdiction. In witness of their understanding of, and agreement to the terms and conditions herein contained, the parties affix their signatures below.

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| Renter's Signature, Date | Owner's Signature, Date                          |
| Printed Name             | Printed Name<br>Trevor Liverpool                 |
| Address                  | Address<br>200 Highlandville Rd                  |
| City, State, Zip Code    | City, State, Zip Code<br>Highlandville, MO 65669 |