

Joint Sales & Development Inc. dba
OLDE MILL EMPORIUM
168 S. Main St
Parkville, MO 64152

Occupancy License Agreement

This agreement is made and entered into this _____ day of _____ 20____ by and between Joint Sales & Development Inc. dba Olde Mill Emporium, (hereinafter referred to as "Olde Mill") and _____ (hereinafter referred to as "Client"). Olde Mill and Client agrees as follows:

1. **Premises:** Olde Mill licenses to Client the Event Space located at 168 South Main Street, Parkville, MO 64152 (hereinafter referred to as the "Premises") and acknowledges and agrees that the Premises are satisfactory for all purposes, including the safety and security thereof for Client which shall use Premises. Client agrees to abide by posted rules for use of the Premises during the hours licensed for Client's use.
2. **Terms and Specifics:** The term of the License provided by this Agreement shall be a six hour time frame on _____ 20____. The exact time frame shall be determined with the completion of the Event Worksheet at a later date.

3. **Event Space Rate:**

- | | |
|---|--------|
| a. Friday, Saturday and Holidays (Six-hour event time) | \$3500 |
| b. Sunday (Six-hour window) | \$2500 |
| c. Monday through Thursday (Six-hour event time) | \$1450 |
| d. Ceremony | \$250 |
| e. Cleaning fee | \$250 |
| f. China, silverware and glassware per setting | \$3 |
| g. Linens - tablecloth (each) | \$8 |
| h. Linens - dinner napkin (each) | \$0.25 |
| i. Outside catering fee | \$250 |
| j. Additional hour | \$350 |
| k. Day before rental | 50% |
| * Includes tables and chairs | |
| * In house caterers - Prime Catering <i>primecateringkc.com</i> and A Taylor Made <i>taylormadecatering</i> | |
| * Must use in house bartender \$35/hour/100 guests
Bartender(s) are required to arrive one half hour prior to event start time | |
| * VIP Event Co <i>vipeventco.com</i> - Event planning, day of coordination and custom decor service | |
| * Sales tax of 8.6% on Event Space Rental | |
| * 3% service fee for debit or credit card payment | |

4. ***Non-refundable Event Space Date Reservation Retainer:** Concurrently with the execution of this agreement, Client shall pay Olde Mill the amount of half the event space rate. This shall be a binding agreement between Olde Mill and Client until the event is complete. This retainer is credited toward the event payment invoice. The payment shall be made in the form of cash, personal check, business check, debit card or credit card.
5. **Cancellation Policy:** If Client cancels aforementioned event 120 days or less of Terms and Specifics (#2) Olde Mill will be paid the remaining balance of the event space rate for lost revenue. Client shall also be responsible for any attorney's fees or collection fees associated with this agreement.
6. **Event Worksheet:** To be completed with final decisions no later than ten days before the event. Final guest count to be submitted to Olde Mill by 12:00pm (noon) the Monday before the event. Estimate for event payment will be generated from this document.
7. **Event Payment:** Minimum of ten days prior to the event, the Client shall be presented an itemized invoice of services to be rendered. Payment is due upon receipt of invoice in the form of cash, personal check, business check, debit card or credit card.
8. **Use of Premises and Compliance with Law:** Olde Mill does not have any liability for Client's property and said property is not in Olde Mill's care, custody or control. Client shall not bring onto the premises any improper flammable materials, drugs, firearms, fireworks, explosives or other inherently dangerous materials. Client shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable thereof. At the conclusion of the event, Client shall have their invitees and or guests leave the premises and the parking lot in a timely fashion.
9. **Non-liability of Olde Mill and Insurance Obligations of Client:** All persons and their personal property within or on the Premises as a result of Client's occupancy shall be at Client's sole risk. Olde Mill shall not be liable to Client's invitees, guests, family, employees, agents or servants for any personal injuries or property damage, or loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God or any other cause whatsoever, unless the same is due to the willful acts or gross negligence of Olde Mill, it's agents, servants or employees. Client hereby agrees to indemnify and hold harmless Olde Mill from and against personal injury and cost arising from Client's use of Premises. Olde Mill employees may not perform any services of Client unless expressly contracted for in writing. If Olde Mill's employees disobey Olde Mill's standing orders, such employee shall be deemed to be the agent of Client, regardless of whether payment for such services is made or

not, and Client agrees to hold Olde Mill harmless from all liability in connection with or arising from, directly or indirectly, such services performed by employees of Olde Mill. Notwithstanding that Olde Mill shall not be liable for such occurrence of any injury and damage to the Premises or loss suffered by Client or other persons in any of such circumstances. Damages to Olde Mill building or equipment caused by Client shall be charged to the final invoice.

10. Acts of God: If any natural disaster should occur prior to the Client's event, including but not limited to fire, flood, windstorm, explosion or tornado, both parties have a right to cancel this Agreement, and all sums paid herein shall be refunded.

11. No Warranties: Olde Mill hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and Client hereby acknowledges, as provided in Premises (#1) above, that Client has inspected the Premises and hereby acknowledges and agrees that Olde Mill does not represent or guarantee the safety or security of Premises.

12. Decorations: Client may only use poster putty, finishing string or straight pins in applying decorations to the Premises. (Tape may be used on surfaces other than drywall.) Helium balloons must be properly secured. Candles may be used but must be in a container. **GLITTER, STRAW, REAL FLOWER PETALS AND ALL CONFETTI (loose confetti, confetti guns and confetti filled balloons) ARE PROHIBITED.** Violation of these terms and conditions inside the Premises, Client shall pay a fee of \$300 to the Olde Mill immediately upon demand.

13. General Rules and Regulations:

- a. No persons allowed in "Employees Only" areas.
- b. Olde Mill employees only allowed in service areas.
- c. Placement of open flame candles left to the discretion of Olde Mill.
- d. If any guest of the Client shall become sick and vomit inside the Premises, a fee of \$200 shall be paid to the Olde Mill immediately upon demand.

14. Refusal of Service: Olde Mill may refuse service to anyone for any reason, including but not limited to, refusal to those persons who are underage, intoxicated or for any other reason deemed inappropriate by Olde Mill.

15. Entire Agreement: This agreement sets for the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understands with respect thereto. There are no other promises except as stated herein, and Client agrees not to rely on any oral promises of Olde Mill except if stated in writing.

In Witness whereof, the parties hereto have executed this Agreement the day and year first written.

OLDE MILL EMPORIUM

CLIENT

PRINT NAME

PRINT NAME

Phone: _____

Phone: _____

Address: _____

Contact Name: _____

Phone: _____

Contact Name: _____

Phone: _____

Notes:

