

SERENDIPITY
128 E. MAIN STREET
WILBURTON, OK 74578

____ Initial Payment
____ Final Payment
____ damage deposit
____ insurance certificate
____ security information

Cash or Check made payable to Serendipity Event Center

Agreement made on _____, by & between Serendipity Event Center, referred to as the "Owner" and _____ referred to as the "Client". Client agrees to the following terms and conditions.

DATE OF EVENT: _____

TYPE OF EVENT: _____

SET-UP STARTING AT: _____

EVENT STARTING & ENDING AT: _____

TOTAL HOURS: _____

NUMBER OF GUESTS EXPECTED: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT PHONE NUMBER: _____

RATES:

Monday thru Wednesday \$65.00 per hour with a 4 hour minimum. \$25.00 for every additional Hour

Thursday thru Sunday \$75.00 per hour with a 4 hour minimum. \$25.00 for every additional Hour

Business Meeting \$50.00 for 2 hour rental if no other event is scheduled.

Small Party or Children's party \$45.00 per hour with a 2 hour minimum. \$25.00 for every additional Hour

_____ Initial

RESERVATIONS & CANCELLATION POLICY:

A fifty percent (50%) deposit of the base rate is required to hold a date for your event as your agreement to rent the space may cause the loss of additional bookings or business. The balance is due no less than 30 days prior to the event. **All payments must be made by the specified due dates or by the event (if arranged ahead of time) or all deposits will be forfeited and the event deemed cancelled.**

_____ Initial

INSURANCE:

Any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their Certificate and Catering License to the Owner at least one month prior to the event.

_____ Initial

PLEASE ADHERE TO THE FOLLOWING:

- Pets are not allowed (unless a certified service dog)
- No Alcohol or drugs
- No permanent fasteners may be used to hang anything
- No open flame candles. Only battery-operated candles allowed due to insurance purposes.
- No pain, glue, or any other substance that could permanently adhere to any surface.
- No smoking indoors or within 25 feet of any entrance
- Do not damage the facility
- Clients & guests are only allowed in the space rented.

_____Initial

ALCOHOL:

Serendipity and any officers, owners or members are not liable for any accidents or injuries.

_____Initial

SMOKING:

This is a NON-Smoking facility. There is absolutely no smoking indoors or within 25 feet of any entrance.

_____Initial

ATTORNEY FEES:

In the even the Owner retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less the \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

_____Initial

LOST AND FOUND:

The Owner takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

_____Initial

CATERING, CLEANING, TRASH AND EQUIPMENT REMOVAL:

The rental space will be in a clean condition prior to your event. Please incorporate your set-up time and cleaning up time into the rental agreement. You are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged and removed by the renter and put in the dumpster in the back alley. The furniture mut be put back in it original place.

_____Initial

CITY COUNTY, STATE AND FEDERAL LAWS:

Client agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. **THIS IS A DRUG FREE AND NON-SMOKING FACILITY AT ALL TIMES, NO EXCEPTIONS.** Client shall not sell or serve alcohol on premises at any time unless otherwise arranged.

_____ Initial

CONDUCT:

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall always use the premises in a considerate manner. Conduct deemed disorderly at the sole discretion of the Owner shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

_____ Initial

POSTPONEMENTS AND DATE CHANGES:

Changes to your event date must be made no less than 14 days prior to the event.

Children are always welcome but must be supervised by adults at all times and must not be allowed to run around unattended. Children are not permitted in closed door areas under any circumstance. Owner has the right to enter the space at any time for any reasonable purpose, including an emergency that may threaten damage to the Owners property or injury to any person in or near the space.

_____ Initial

Donoley & Company, LLC/Serendipity and any officers, owners or members shall not be held responsible for any loss, stolen, missing, or damaged property incurred by you or your guests. Client & guests agrees to indemnify, defend, and hold Donoley & Company, LLC/Serendipity, building owners, officers, employees, and agents harmless of and from any liabilities, accidents, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents. Guest & clients agree to release and hold harmless Donoley & Company, LLC/Serendipity, and any officers, owners or members, from to & including any attorney fees and costs incurred, & from all claims, demands, suits or judgements from use of the building or outdoor areas. These include, but are not limited to, any damages incurred, injury, or even death. Donoley & Company, LLC/Serendipity and any officers, owners or members shall not be held responsible for any power failures, equipment failures, or inclement weather, which may occur prior to or during any event. This agreement constitutes the entire agreement between the Owner and client, and supersedes any prior understanding or representation of any kind preceding the date of the Agreement. There are no other promises, conditions or other agreements, whether oral or written, relating to the subject matter of this agreement. We reserve the right to refuse service to anyone. We reserve the right to make changes to any policy or procedure at any times.

Signature _____ Date _____

Printed Name _____