*Event Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Event Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2023 RENTAL AGREEMENT

*PLEASE READ ENTIRE RENTAL AGREEMENT AND INITIAL AND/OR SIGN AS INDICATED.*

\_\_\_\_ This Rental Agreement (Agreement) constitutes the entire agreement between the Renter and THE HIVE at Busy Bee (Venue) and becomes binding upon signature by both parties. This Agreement may only be amended or changed in writing and signed by both the Renter and Venue operator. All signatures and initials must be original; no digital signatures will be accepted.

\_\_\_\_ The Renter understands that the Venue is available for rent from 8:00 a.m. – 12:00 midnight and includes use of the Venue building and surrounding grounds. The maximum indoor capacity is 300 people. Access by Renter and guests/attendees is strictly limited to these areas without exception.

\_\_\_\_ Rental fees include set up and tear down of tables and chairs, bartenders, security, and professional cleaning after event.

\_\_\_ To confirm and reserve the date of the Renter’s event and to cover any damage repair costs caused by Renter to any structure, equipment or grounds, a security deposit of $500 is required along with this signed Agreement. THE SECURITY DEPOSIT IS NOT REFUNDABLE UPON RENTER’S CANCELLATION OF EVENT. After inspection of the Venue, if no damages occurred, the security deposit will be returned to the Renter within thirty (30) days of the date of the event. Should damages occur and exceed the security deposit, Renter will be billed for the balance with full payment expected within thirty (30) days after the event. The Renter understands that the final decision regarding the security deposit is made solely by the Venue and not the Renter, event guests, attendees, staff or others.

*Please note that the prices listed below are before a potential 3% credit card processing fee.*

Please initial all days that apply to your event.

**Peak Season (May – October)** **Rental Fees 2023**

 \_\_\_\_\_ Monday – Thursday: Please Inquire

\_\_\_\_\_ Saturday Only: $6,000

 \_\_\_\_\_ Friday or Sunday Only: $5,000

 \_\_\_\_\_ Full Weekend Package (Friday – Sunday): $8,000

**Non-Peak Season (November – April)** **Rental Fees 2023**

 \_\_\_\_\_ Monday – Thursday: Please Inquire

\_\_\_\_\_ Saturday Only: $5,000

 \_\_\_\_\_ Friday or Sunday Only: $4,500

 \_\_\_\_\_ Full Weekend Package (Friday – Sunday): $7,000

 \_\_\_\_\_ Holiday Weekend Package (Friday – Sunday): $8,500 (Some Holidays Excluded)

 \_\_\_\_\_ Holiday Day: $6,500

 \_\_\_\_\_ Rehearsal Dinner: $500 (SUBJECT TO AVAILABILITY) Available from 5-9pm

\_\_\_\_\_ Dress Rehearsal: Rate of $150/hour (SUBJECT TO AVAILABILITY)

\*Military/Veteran Discount: 5% off booking if bride or groom is actively serving in the military or a veteran. Military I.D. required.

\*Non-Profit Charitable Organization: 5% off booking if Renter is a non-profit charitable organization. Proof of 501(c)(3) must be provided.

\_\_\_\_\_ Rental Dates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Rental Hours \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Rental Fees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ The full payment of the rental fee is due 120 days prior to the date of Renter’s event. The full payment is due on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The full payment amount is \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any payment that is overdue will result in cancellation of Renter’s confirmed rental date. ANY PAYMENTS MADE ARE NOT REFUNDABLE UPON RENTER’S CANCELLATION OF THE EVENT. If the date is changed, the Renter is subject to a $250 fee unless the original date is booked by another Renter. The Venue accepts cash, check or credit card. Insufficient checks will be assessed a $30 fee and Agreement will immediately be considered void. If using a credit card for payment, you will be charged a 3% processing fee.

\_\_\_\_\_ The Venue may be rented for a rehearsal or rehearsal dinner prior to Renter’s contracted event. Rehearsal dinner rentals are strictly for rehearsals and may not be used in any way for preparation of upcoming event. The Venue may be rented at an hourly rate of $150 or for a block of time from 5:00 p.m. – 9:00 p.m. for the rate of $500. With notice at the time of rental, bartending services may be provided for the purchase of alcohol. No outside alcohol may be brought onto the premises at any time. All rehearsal rentals are subject to availability with weekend package rentals receiving first priority.

\_\_\_\_\_ The Venue cannot and will not be responsible for Acts of God, terrorist acts, disaster, inclement weather, loss of power, or the Renter’s change of plans. The Venue is located adjacent to a public state park and shooting range. The Venue cannot and will not be responsible for any person(s) and actions outside the Venue’s property.

\_\_\_\_\_ The rental fee as stipulated applies to the time block on the date of the event regardless of the number of hours the Venue is occupied by Renter within the time block specified. No adjustment of rental fee or refunds will be made for occupancy of the Venue for less time than in the stipulated time block. A charge of $250 per hour will be assessed for every hour past contracted limit (this includes all guests/DJ/band/caterers/etc.) It is the Renter’s responsibility to notify all guests/attendees of the contracted hours. The only exception is vehicles left by intoxicated Renter or guests. Vehicles must be removed between 9:00 a.m. and 11:00 a.m. the following day. The Venue will not be responsible for any items brought by Renter, contractors, subcontractors, guests or attendees, etc. A fee of $250 minimum will be charged for any items left after the contracted hours.

\_\_\_\_\_ At the time of signing this Agreement, a credit card number is required to be on file with the Venue for any additional charges, damage charges or unpaid fees that may be incurred (+3% processing fee).

Credit Card Information In Case of Damages:

Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of Card \_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Card Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CVC \_\_\_\_\_\_\_\_\_\_\_ Billing Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Venue rental includes set up of tables and chairs. Final amounts of each will depend on differing design layouts for tables and chairs. All chairs and tables (up to 300 guests) will be provided and will not need to be rented unless desired.

\_\_\_\_\_ Decorating must be performed during the rental agreement times in Agreement. No decorations are allowed that leave any kind of residue; this includes confetti, glitter, silly string, feathers, tacks, wax, staples, and all types of tape or other potentially damaging adhesives inside or outside of the Venue. Helium balloons are not allowed. Sterilized birdseed, natural flower petals, bubbles, balloons, bio-rice are allowed OUTSIDE the Venue. All decorations must be removed at the end of the event.

\_\_\_\_\_ Excessive cleaning due to spilled drinks on walls, furniture stains, and any bodily fluids will be charged a minimum of $100.00 per incident. The determination of excessive cleaning is made solely by the Venue and not the Renter. Please notify staff immediately during event of any cleaning that needs to addressed.

\_\_\_\_\_ THE FOLLOWING ITEMS ARE NOT PERMITTED: No firearms or other weapons, fireworks, sparklers, luminaries or Tiki torches. No candles, oil lamps, lanterns, or other devices with open flame are allowed. No spray painting. Pyrotechnics, dance wax or any other compound or substance spread on the floor is not allowed. Only existing electrical outlets may be used. No rewiring for any reason. No artificial petals or leaves to be used outside. No animals are permitted unless for special needs.

\_\_\_\_\_ NO SMOKING ALLOWED on Venue indoor and outdoor grounds.

\_\_\_\_\_ Any outside licensed and insured catering service may be used. The catering service is responsible for arranging the delivery, preparation, presentation, set up, serving and replenishing, and pick up and disposal of food, and tableware for the Renter. The catering service is also responsible for arranging for the appropriate wait staff when applicable. The catering staff is responsible for trash disposal, cleaning kitchen and utensils/serving dishes and any other areas used. Non-alcoholic beverages may be provided by Caterer but all alcoholic beverages must be provided by the Venue. Copy of certificate is required three (3) weeks prior to rental.

\_\_\_\_\_ All alcohol must be purchased through the Venue. Alcohol will not be served after 11:00 p.m. No outside alcohol may be brought onto the premises; any outside alcohol brought in will be confiscated. An off-duty police officer, contracted by the Venue, must be present if Renter has more than fifty (50) guests/attendees and alcohol is being served, for the last four (4) hours of event. Payment for any hosted beverages will be due at the end of event before Renter leaves the premises. A service charge of 18% will be added to the final bill on any hosted alcoholic beverages served. Renter is not allowed to take any leftover kegs from the Venue. No refunds for any untapped kegs purchased by Renter. Beverage Agreement must be submitted three (3) weeks prior to the event.

\_\_\_\_\_ BY LAW, NO ONE UNDER THE AGE OF 21 YEARS MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES.

\_\_\_\_\_ Venue staff may ask guests for identification to verify age. Minors consuming alcohol and adults providing alcohol to minors will be subject to removal from the event. The Venue reserves the right, at all times, to refuse admission to or to cause to be removed from the event, any disorderly person, including employees, contractors, guests and attendees, as determined by the Venue, in its sole discretion. IT IS THE RESPONSIBILITY OF THE RENTER THAT ALL GUESTS/ATTENDEES ARE AWARE OF THE VENUE’S ALCOHOL POLICIES.

 \_\_\_\_\_\_ All musicians and/or DJs must cease playing by 11:00 p.m. This will allow time for musicians and/or DJs to dismantle their equipment before the 12:00 midnight deadline.

\_\_\_\_\_ The Venue is unable to assume responsibility for damage or loss of any merchandise or articles left on premises before, during or after the event.

\_\_\_\_\_ The Venue will not be held liable for injuries or property damage/loss during this event, including, but not limited to: Death, personal injury, property damage, and any other incidents that may occur to any person(s) by use of the building and grounds during the term of this Agreement. The terms of this Agreement begin when the first person involved with the event arrives on the property and concludes when the last person involved with the event leaves the property.

\_\_\_\_\_ The Venue personnel have the authority to contact law enforcement officials, if necessary, to protect the Venue building, grounds and personnel.

\_\_\_\_\_ Due to the uncertainty of COVID-19 regulations that may be in effect at the time of rental, Venue reserves the right to limit the amount of guests to comply with the State of Iowa’s regulations. If the Renter’s event must be rescheduled due to COVID-19 regulations, no rescheduling fee will be charged. However, if Renter cancels due to COVID-19 regulations prior to 90 days of Renter’s event, a refund of the full rental fee minus fifty (50) percent of the security deposit ($250) will be issued. If Renter cancels due to COVID-19 regulations within 90 days of the event, a refund of seventy-five (75) percent of full rental fee less the full security deposit ($500) will be issued.

\_\_\_\_\_ The Venue shall not be liable for any claim, loss, injury, damage, or expense either with respect to person or property, sustained by the Renter, or by any of the Renter’s employees, agents, invitees, and guests due to the Renter’s use of the facilities, or arising out of the use, operation, or condition of any equipment, machines, or appliances used in the facilities, or arising from any acts of negligence or the negligence of any employees, agents, invitees, or guests of Renter’s. It is agreed and understood that the Renter hereby expressly releases and discharges the Venue and its owners, officers, employees and agents from any and all demands, claims, and actions arising out of any such causes.

\_\_\_\_\_ Moreover, it is agreed and understood that the Renter shall defend, indemnify and hold harmless the Venue and its officers, directors, employees, and agents from and against any and all claims, demands, actions, losses, costs, damages, and expenses (including, without limitation, reasonable attorney’s fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property and/or occurring in, upon, or about the facilities due directly or indirectly to Renter’s use of the facilities. The Renter’s obligation to protect, indemnify, and hold harmless the Venue shall include the obligation to pay all reasonable expenses incurred by the Venue in defending any such claims, including reasonable attorney’s fees.

\_\_\_\_\_ THE HIVE at Busy Bee reserves the right to cancel this agreement up to ninety (90) days prior to rental. All deposits and payments will be returned in the event the Venue cancels the event.

\_\_\_\_\_ FOR RENTER’S PROTECTION, ALL EVENTS HELD ON THE HIVE AT BUSY BEE PROPERTIES REQUIRE EVENT LIABILITY AND RISK MANAGEMENT INSURANCE. This is also known as “wedding insurance”. Renter should consult with personal insurance agent/provider. A copy of the certificate must be provided to The Venue a minimum of three (3) weeks prior to Renter’s event. The coverage must include the following: $1,000,000 each occurrence/$1,000,000 aggregate with host liquor liability included. THE HIVE at Busy Bee must be shown as an additional insured on the certificate: THE HIVE at Busy Bee, Chelsey Soder 5901 Highway 65-69, Indianola, Iowa 50125.

I, Renter as stated above in Agreement, have read and agree to all terms listed in this Agreement.

Renter’s Full Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter’s Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter’s Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter’s Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* For Weddings Only: Bride’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Groom’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Dates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rental Hours \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Fees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Deposit Paid: Yes / No Amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Type: Cash / Check / Credit Card (+3% Fee) \*Make checks payable to Busy Bee Garden Center

Credit Card Information for Security Deposit:

Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of Card \_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Card Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CVC \_\_\_\_\_\_\_\_\_\_\_ Billing Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Rental Fee Due Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Rental Fee Paid: Yes / No Amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Type: Cash / Check / Credit Card (+3% Fee) \*Make checks payable to Busy Bee Garden Center

Credit Card Information for Rental Fee:

Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Card Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CVC \_\_\_\_\_\_\_\_\_\_\_\_ Billing Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Hive at Busy Bee Staff\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_