

# TIMBER'S EDGE

## Venue Rental Agreement

1558 N 600 Road      Baldwin City, KS 66006  
913-669-6424      [Timbersedgellc@outlook.com](mailto:Timbersedgellc@outlook.com)

### I. General

This contract defines the terms and conditions under which Timbers Edge, LLC dba Timbers Edge, (hereinafter referred to as Timbers Edge), and \_\_\_\_\_ (hereafter referred to as the Customer) agree to the Customer's use of Timbers Edge from \_\_\_\_\_ (event start date) at \_\_\_\_\_ (event start time) until \_\_\_\_\_ (event end date) at \_\_\_\_\_ (event end time). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. This contract may not be amended or changed unless executed in writing and signed by Timbers Edge, LLC and the Customer.

### II. Customer Information

Customer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Contact Person Name(s): \_\_\_\_\_

Proposed Event (Type): \_\_\_\_\_

### III. Rental Deposit and Payment Agreement

The total cost for the use of Timbers Edge is described in this contract. To reserve the event venue on the date(s) requested, this contract shall be signed by the Customer along with a \$500 refundable deposit for damages plus fifty percent (50%) of the rental fee. The remaining balance is due three (3) months prior to the event date. Payments can be made using cash, personal check, or credit card (2% additional fee for credit card payment). A receipt from Timbers Edge will be provided for each. The deposit of \$500 will be refunded within 2 weeks after the event minus the cost for repair of any damages.

### IV. Payment

Scheduled Payment	Amount	Due Date
Rental Damage Deposit	_____	(with signed Contract)
Rental Initial Payment	_____	(with signed Contract)

Initials:

All checks should be made payable to:

**Timbers Edge, LLC**

Please return signed rental agreement, all attachments and initial deposit to:

**Timbers Edge**

1558 North 600 Road

Baldwin City, KS 66006

Reservations are taken on a first come, first served basis. We will book your date upon receipt of your Deposit and First Payment.

**V. Date Changes and Cancellation Policy**

1. Changes: In the unlikely event the customer is required to change the date of the event, every effort will be made by Timbers Edge to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Customer. The Customer also further understands that last minute changes can impact the quality of the event and that Timbers Edge is not responsible for the compromises in quality.
2. Cancellation by Customer: In the event the Customer cancels the event, Customer shall notify Timbers Edge immediately in writing or by e-mail. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows: The parties agree that liquidated damages are reasonable.
  - a. For cancellation more than six (6) months prior to the event, Customer shall be refunded in full.
  - b. For cancellation less than six (6) months but more than three (3) months prior to the event, Customer shall forfeit to Timbers Edge as liquidated damages fifty percent (50%) of the rental fee.
  - c. For cancellation less than three (3) months prior to the event, Customer shall forfeit to Timbers Edge as liquidated damages one hundred percent (100%) of the rental fee.

**VI. Conditions of Use**

Renter's activities during the Rental Period must be compatible with the use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the building or near entry ways into the building. Customers or guest's pets are not allowed on the premises. Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental.

The customer is responsible for removal of all decorations and trash from the property or placed in a dumpster provided on site.

## **VII. Event Set-Up Limitations**

1. All property belonging to Customer, Customer's invitees, guests, agents, and sub-contractors, and all equipment shall be delivered, set-up, and removed within the timeframe of the Event as defined in Section I. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invites, guests, agents, and sub-contractors.
2. Alcohol service must stop no later than 11:00 pm.
3. Music (DJ or live music) must stop no later than 11:00 pm
4. All guests must be off the Timbers Edge premises no later than midnight the day of the event (except clean up crew, with all clean up done by 1:00 am).

## **VIII. Responsibility and Security**

Timbers Edge does not accept any responsibility for damage to or loss of any articles or property left at Timbers Edge prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to Timbers Edge property by the Customer(s), Customer's guests, invitees, employees or other agents under the Customer's control. Further, Timbers Edge shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s) to maintain the premises in a safe condition or arising from any other cause. The Customer, as a material part of the consideration of the this agreement, hereby waives on its behalf all claims and demands against Timbers Edge for any loss, damage, or injury, and hereby agrees to indemnify and hold Timbers Edge free and harmless from all liability to any such loss, damage or injury to his/her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

## **IX. Excuse of Performance (Force Majeure)**

The performance of this agreement by Timbers Edge is subject to acts of God, war, government regulations or advisory, disaster, fire, accident, or other casualty, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Timbers Edge. Should the event be cancelled through a Force Majeure event, all fees paid by the Customer(s) to Timbers Edge will be returned to the Customer(s) within thirty (30) days or Timbers Edge will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the properties.

## **X. Indemnity**

Customer(s) agrees to indemnify and hold harmless Timbers Edge, its officers, staff, and agents working on its behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents, and sub-contractors.

## **XI. Insurance**

Timbers Edge shall carry liability and other insurance in such a dollar amount as deemed necessary by Timbers Edge to protect itself against claims arising from any officially scheduled activities during the event/program periods(s). Any third party suppliers/vendor used or contract by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Timbers Edge which shall be named as an additional insured for the duration of this Contract.

## **XII. Clean-up**

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to the Customer, Customer's invitees, guests, agents and subcontractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Timbers Edge at Customer's cost. Should Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Timbers Edge is not responsible for any property left behind by Customer, Customer's guests, invitees, agents, and subcontractors.

The Customer is responsible for all damages to Timbers Edge and surrounding site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

## **XIII. Reservation of Rights**

Timbers Edge reserves the right to cancel agreements for non-payment or for non-compliance with any of the **Rules and Conditions of Usage** set forth in the agreement. The rights of Timbers Edge as set forth in this Agreement are in addition to any rights or remedies which may be available to Timbers Edge at law or equity.

## **XIV. Jurisdiction**

Initials:

The parties agree that this Agreement will be governed by the laws of the State of Kansas. The Parties consent to the exclusive jurisdiction of and venue in the Douglas County Municipal Court and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by Timbers Edge associated with any breach of this agreement.

#### **XV. Alcoholic Beverages**

Timbers Edge will not pick up or sell any alcoholic beverages – It is understood and agreed that the customer may serve beverages containing alcohol (including but not limited to beer, wine, champagne, mixed drinks with liquor, etc., by way of example) hereinafter called "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Customer(s) sell or attempt to sell any Alcohol to anyone unless the customer is fully licensed, insured, and permitted in the State of Kansas and Douglas County to sell alcohol at Timbers Edge during the event period.
2. Customer(s) shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. Customer hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Customer hereby expressly grants to Timbers Edge, at Timbers Edge sole discretion and option, to instruct security officer(s) to remove any person(s) from the Venue, if in the opinion of the Timbers Edge representative in charge, the licensed and bonded Bartender and/or security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
5. Customer hereby agrees to be liable and responsible for all acts and actions of every kind and nature for each and every person in attendance at the Customer's function or event.

#### **XVI. Security**

Licensed and Bonded Security shall be provided for any event serving alcohol paid for by the Customer. Timbers Edge shall be held harmless from any injury or damage resulting from the acts of the Customer provided security. Customer shall provide Timbers Edge relevant information to verify security is fully licensed, bonded, and insured in accordance with the laws of the State of Kansas and Douglas County.

#### **XVII. Golf Cart Usage**

Golf Carts are available for use on Timbers Edge premises only during the event for an additional fee. Customer is responsible for any damage to the golf carts or caused by the golf carts while used for the Event. Timbers Edge reserves the right to remove the use of the golf carts if in the opinion of the Timbers Edge representative in charge that carts are used recklessly and/or in a manner that may compromise the safety of any person(s) on the

premises. Golf Cart usage shall be subject to the additional **Golf Cart Rules and Regulations** included with this agreement. In the event of any violation that results in the removal of usage of the golf cart, the Customer(s) shall forfeit any fees paid for usage and be liable for any damage resulting from the use of the Golf Car by the Customer, and Customer's guests, invitees, agents, and sub-contractors.

**XVIII. Sound, Video, and Lighting Equipment Usage**

Audio, Video, and Lighting equipment can be available for use by Customer provided DJ for an additional fee, to be utilized for the event within the Audio/Video/Lighting Rules and Regulations included in this agreement. Customer is responsible for ALL damage to equipment including all costs for repair, replacement, and lost revenue because of not being in service. A security deposit will be required for the use of the equipment that will be fully refunded within two (2) weeks of the event unless equipment is damaged. Audio levels shall be maintained at a reasonable level during the periods specified in this contract.

**XIX. Additional Notes**

---

---

---

---

**XX. Reservation Process**

A rental contract must be signed by, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of the Timbers Edge venue

**The Rules and Conditions for Usage are incorporated herein and are made a part hereof**

<b>Customer:</b> _____	_____
(Customer Printed Name)	(Customer Printed Name)
_____	_____
(Signature) (Date)	(Signature) (Date)

**Timbers Edge:** \_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_

Initials:



Rehearsal Date \_\_\_\_\_ Rehearsal Time \_\_\_\_\_

Wedding Date \_\_\_\_\_ Wedding Time \_\_\_\_\_

Caterer \_\_\_\_\_ DJ \_\_\_\_\_ Live Music \_\_\_\_\_

Security \_\_\_\_\_ Bartender \_\_\_\_\_ Other \_\_\_\_\_