

Lotus Moments, LLC.
Let your event unfold like a Lotus
515-333-4628

Wedding/Reception Rental Agreement

This agreement made and entered into this ___ day of _____, by and between **Lotus Moments LLC**, hereinafter referred to as Lotus Moments and _____, hereinafter referred to as client. Lotus Moments and client agree as follows:

1. **TERMS:** In consideration of this mutual agreement, Lotus Moments will provide the services for this event, both of which are defined below at Lotus Moments, located at 2134 East Grand Ave, Des Moines, Iowa 50317 (hereinafter referred to as the "Premises"). Such services ("Services") as listed below will be provided at the Premises according to the following time schedule (which includes set-up and breakdown):

EVENT NAME: _____

Event date: _____

Actual event time: _____

A. **TIME OF ESSENCE HOLDOVER:** the time granted for the services cannot be extended. Lotus Moments reserves the right to charge client an additional \$50 per hour for any time in excess of the agreed upon time.

2. **FEES TO BE PAID TO Lotus Moments ARE AS FOLLOWS:**

Rental Fees: \$ _____

*See Addendum A for options available in this basic package

Cleaning Fee: \$300.00

Additional Rental Fee: \$ _____

*See Addendum B for options available for additional fees.

Police Fees: if alcohol is present: \$360.00

Subtotal: \$ _____

Payment to be made to Lotus Moments in the following manner:

\$ _____ **50% of subtotal due upon signing of contract to hold date**

1st drop made on _____ **amount** _____ **check#** _____

\$ _____ **50% due one week prior to event on** _____

3. **CANCELLATION**: If the event is cancelled or postponed less than ninety (90) days prior to event, 100% of subtotal fees shall be paid to Lotus Moments as liquidated damages. Events cancelled more than ninety (90) days prior to event are charged at total of 50% of subtotal fees. If payment in full is not made one week prior to the event, event may be canceled.

I understand that deposits are non-refundable and non-transferable.
Please initial: _____

4. **CATERING AND CONCESSION**: Client will hire a licensed and insured full service caterer. Caterer must have \$1 million in liquor liability insurance if alcohol will be served. If Caterer does not carry liquor liability insurance, client will be required to purchase liquor liability insurance for the event. Caterer must meet with Lotus Moments' staff prior to working at Lotus Moments. Clean up is the sole responsibility of client and/or their caterer. All trash removal is sole responsibility of client and/or caterer. Trash bags will be provided, and all bagged trash and recyclables must be placed in the appropriate bins located at the back of the building. It is the sole and final discretion of Lotus Moments management as to move-out condition of premises. A pre-event walk through to go over event details must be scheduled 2 – 3 weeks in advance of the event. Client, caterer, and a Lotus Moments representative must all be present at this meeting.

5. **FLAMMABLE MATERIALS**: Client agrees that it will not stage any event in which fire, flames, flammable or combustible materials are involved. Lighted candles are okay as long as they are encased in a glass votive.

6. **CAPACITY**: Lotus Moments will determine the capacity of the premises based on chair and table set-up and will not permit a larger number than can be legally seated. Such determination shall be the sole and final decision as to the capacity of the premises. The maximum capacity of the Hall subject to the Lease Agreement is 250 people. The capacity of Hall shall not exceed 250 people.

7. **SMOKING**: Pursuant to Iowa Smoke-free Air Act, Lotus Moments has adopted the following policy: Smoking will be prohibited inside the Hall. Outside is allowed in designated areas.

8. **CARE OF PREMISES**: Neither client nor its guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Client will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by Lotus Moments staff before and after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. If prior arrangements are made, a representative of the client may be present during the pre-event walk-through at the discretion of the Lotus Moments Staff assigned to supervise the event. Client agrees to indemnify Lotus Moments for any damage to the building, fixtures, rugs or flooring, including damage to, or theft of artwork, due to any act by client, client's guests or representatives of client. Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces. No portion of the sidewalk, entries, passages, fire exits or stairways may be obstructed by client, their guests or representatives, or used for any other purpose other than ingress or egress from the premises. Lotus Moments may take action as it deems necessary to ensure compliance with this provision.

9. **INDEMNIFICATION/HOLD HARMLESS WAIVER**: Client shall indemnify Lotus Moments and its affiliates ("Indemnities") against all liabilities, expenses and losses, including attorneys' fees, incurred by the Indemnities as a result of a) failure by client to perform any covenant or provision mentioned in this agreement; (b) any accident, injury or damage which might occur in or about the premises (including damage to the Premises) where such damage occurs within the time period set forth in paragraph 2 above or as a result of the event; (c) failure of client to comply with any requirement of any government authority. Client further agrees to waive all claims against Lotus Moments due to any loss, damage or injury resulting from the occupancy of the premises.

10. **ACCEPTANCE OF PREMISES**: It is understood that client accepts premises "As Is." Client may make, at its own expense, only those changes, alterations, installations and decorations which have been previously agreed to in writing by an authorized representative of Lotus Moments. Premises will be returned in the same condition as when first occupied. Lessee agrees by initialing here that they have signed and received a copy of the duties to be performed before termination time form. Please initial: _____

11. **RESPONSIBILITY FOR ATTRACTION/ARTIST FEES**: It is agreed that client is responsible for all fees of the performers/attractions that appear as part of the Event.

12. **CONTROL OF FACILITY**: Nothing in this agreement shall be construed to entitle client to any right of possession or control of the premises. It is agreed that Lotus Moments reserves the right to possess and manage the entire premises and to enforce all necessary rules for the management of the premises. Lotus Moments shall in its sole discretion determine the number of staff necessary to maintain order and provide protection of persons and property on the premises. Lotus Moments reserves the right of final approval of all security personnel. All security personnel shall report to and receive direction from Lotus Moments management. Lotus Moments reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person(s) from the premises during any activity in progress where it is deemed necessary for the safety of the general public or the premises.

13. **NON-ASSIGNMENT**: Client will not transfer this agreement or any portion thereof. Client is not an agent, partner, joint venturer or employee of Lotus Moments.

14. **SECURITY**: Client shall be solely responsible to maintain an orderly event and to provide security commensurate with the nature and size of the event. Notwithstanding client's obligation, Lotus Moments reserves the right to specify security measures to be taken, when in the sole judgment of Lotus Moments' staff, special security measures are warranted. Any security personnel must be approved by Lotus Moments prior to the event. Lotus Moments has a list of approved security personnel available for your event. All cost and expenses of security measures shall be paid by client to Lotus Moments. It is required if you have alcohol present on event hall grounds to have two off duty policeman at your own expense of \$45.00 per hour. NO EXCEPTIONS.

I have read and understand Lotus Moments' security policy.

Please initial: _____

15. **ALCOHOL**: Client must comply with all applicable State and Federal liquor laws when alcoholic beverages are served. No alcoholic beverages may be served to **ANYONE** under the age of 21 at **ANY TIME**. If anyone under the age of 21 is found to be consuming alcoholic beverages, Lotus Moments reserves the right to immediately terminate the event without refund of any fees paid for event rental. Client also agrees that Lotus Moments is not responsible for any financial consequence of terminating an event for underage alcohol consumption. Lotus Moments management will have sole discretion on determining any infractions of this contract. At all functions where beer and wine is served, never is it to be available at any time on a 'self-serve' basis. Only licensed and insured catering staff may serve alcoholic beverages containing hard liquor, and insurance must meet Lotus Moments minimum requirements. All bars must close thirty (30) minutes prior to the end of the event, or by 11:30 am, whichever comes first. The sale of drink tickets and/or cash bars is strictly prohibited unless the Client is in possession of an Iowa special event license. Beverages may only be served in and must remain in room(s) rented – No alcohol is permitted outside of the building. Client and caterer shall be jointly responsible for enforcement of Lotus Moments' liquor policy. Lotus Moments reserves the right to terminate the service of alcohol at any time during the event. The building Manager will have the right to terminate the event if there is a breach of liquor policy. If any guests appear to be intoxicated, Lotus Moments reserves the right to cease further liquor service to that guest. If any minors are caught drinking, both the parents and the minor(s) involved will be asked to leave the premises immediately. All guests must have a valid ID if planning to consume alcoholic beverages. Any guest not in possession of a valid ID will not be served alcoholic beverages. This policy applies to all members of any event, and to the staff hired to work the event. In accordance with city and state guidelines, and to protect your liability, alcohol may only be served for a maximum of five hours.

I have read and understand Lotus Moments' alcohol policy.

Please initial: _____

16. **FURNITURE**:

Furniture listed in Appendix A is available for use included in the basic rental package. Several items are available for rent from Lotus Moments. Any additional furniture, table skirts, linens, or flatware, must be provided by client, at client's expense, and are not supplied by Lotus Moments. Damage to or theft of furniture as a result of your event or caused by the catering staff hired for your event is the responsibility of Client. Client agrees to reimburse Lotus Moments for the cost of repair or replacement of any damaged or missing furniture. Tables and chairs will be stacked on the requested floor, but furniture set-up is the responsibility of the client, or the catering company hired by the client. Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces. At the end of the event, tables and chairs are to be wiped down, and re-stacked. Damage to or theft of furniture as a result of your event or caused by the catering staff hired for your event is the responsibility of the client. Client agrees to reimburse Lotus Moments for the cost of repair or replacement of any damaged or missing furniture.

I have read and understand Lotus Moments' furniture rental policy.

Please initial: _____

17. **IN-HOUSE PERMANENT DECOR**: Artwork, sculptures, and furniture that is not part of the furniture rental package, plants, and appliances, may only be moved by a Lotus Moments Staff member.

18. **PROPERTY**: Lotus Moments cannot in any way be responsible for lost or stolen property. Lotus Moments shall have the right to collect all articles left on premises by persons attending the event. Any property left on the premises by client or any of its agents after a period of twenty-four (24) hours from the last event will be deemed abandoned and property of Lotus Moments.

19. **DECORATIONS**: All decorations must be removed from the Hall on or before the termination time. Rice, bird seed, glitter, potpourri and confetti cannot be thrown inside and/or outside the facility. Tacks, staples, tape, pins, nails or any adhesive materials shall not be used on any wall, ceiling, table, chair or other property of the Hall. Nothing shall be attached to the ceiling, obstruct or attach to the sprinkler system, or be placed in the windowsills. Only free standing decorations are allowed. All decorations must comply with the applicable fire code and any other laws or regulations.

20. **DELIVERIES**: Lotus Moments will only accept pre-arranged deliveries. Lotus Moments is not responsible for the timeliness or accuracy of deliveries made by the client and/or their vendors. All deliveries must be made during Lotus Moments' normal operating hours, unless specific approved delivery arrangements are made. Vendors are to come through the middle south door to check in and set up their equipment.

21. **ENTIRE AGREEMENT**: This agreement constitutes the entire agreement between parties and any modification or changes shall be made only in writing and signed by both parties. Both parties of this agreement represent that the signators executing this document are fully authorized to enter into this Agreement. All terms and conditions of this document shall be binding upon the parties, their heirs or representatives and assignees.

Client Name: (Please print) _____

Client Signature: _____

Address: _____

Phone: _____

E-mail Address: _____

Date: _____

Billing Address (if different from above)

Lotus Moments: _____

Date: _____

Lotus Moments
2134 East Grand Ave
Des Moines, Iowa 50317

Renatta@LotusMoments.com

Phone: 515. 333.4628 | Online at: www.lotusmomentsevents.com

DUTIES TO BE COMPLETED ON OR BEFORE TERMINATION TIME

The following duties must be completed by the Client on or before the termination time listed in the Lease Agreement. Lotus Moments Business Manager shall check the premises within 24 hours of the termination time to determine whether the following duties have been completed and whether the Hall has been left in satisfactory condition by the Client. This “checklist” will be utilized by Lotus Moments Business Manager as he/she inspects the Hall.

Main Hall

1. Chairs and tables
 - ◇ Wipe clean
 - ◇ Place in their original location (see attached diagram), with the chairs set up around the tables (not stacked on top of tables)
 - ◇ Extra chairs or tables should be folded and placed in their designated location
2. Floor
 - ◇ Swept
 - ◇ If soiled, scrub with cleaner located near the utility sink in the storage room. The scrub bucket should be filled at the utility sink with the hoses. The scrub water must be kept clean during the scrubbing and the scrubbing shall be done with clean mops. Remain off the floor when wet.
 - ◇ The chairs may be folded and laid carefully against the wall or placed on the tables during the sweeping and scrubbing of the floor. The chairs should be placed back around tables after floor is dry.
3. Windows – clean as necessary

Prepping area for caterer

1. Floor
 - ◇ Swept
 - ◇ If soiled, scrub with cleaner located near the utility sink in the storage room. The scrub bucket should be filled at the utility sink with the hoses. The scrub water must be kept clean during the scrubbing and the scrubbing shall be done with clean mops. Remain off the floor when wet
2. Garbage
 - ◇ Remove all garbage and place in dumpster inside the building
 - ◇ Clean garbage cans as needed
 - ◇ Place clean garbage bags in garbage cans
 - ◇ Remove all cans, kegs, etc.
3. Dishes/Utensils
 - ◇ Wash and return to proper location within the kitchen
 - ◇ Clean counters and sinks
 - ◇ Clean appliances (as necessary)
 - ◇ Dirty towels are to be placed in the laundry bag for us to wash. Unused clean towels are to be placed in the original location.

Bathrooms

1. Floor
 - ◇ Swept
 - ◇ If soiled, scrub with cleaner located near the utility sink in the storage room. The scrub bucket should be filled at the utility sink with the hoses. The scrub water must be kept clean during the scrubbing and the scrubbing shall be done with clean mops. Remain off the floor when wet.
2. Garbage
 - ◇ Remove all garbage and place in dumpster inside the building
 - ◇ Clean garbage cans (as needed)
 - ◇ Place clean garbage bags in all garbage cans
3. Clean all toilets, sinks, counters and mirrors
4. Restock toilet paper, paper towels and soap, as necessary

Outdoors

- 1. Remove all cans, garbage, etc.
- 2. Sweep sidewalks as necessary

General

- 1. Shut all windows.
- 2. Lock all doors.
- 3. Turn off all lights.
- 4. Remove any items you brought into the Hall or onto the Hall premises. Clients may leave items at the Hall to be picked up the next morning before 9:00 a.m. However, the Client should check with the Lotus Moments Business Manager to determine whether there are events the next day at the Hall and if so, have all items removed prior to the start of that event.
- 5. Return all thermostats to 50 degrees in the winter months. Turn off all thermostats during the summer months.

Please see attached diagram for locations of lights and thermostats.

If any duty on the checklist is not completed, the Lotus Moments Business Manager will hire a cleaning service to complete the duty. The Lotus Moments Business Manager will also hire persons to repair any damages. The fees the Lotus Moments Business Manager incurs to return the Hall to satisfactory condition will be taken from the Client's damage and/or cleaning deposit. Any amount remaining from the damage or cleaning deposit will be returned to the Client within thirty (30) days of the completion of any work necessary to return the Hall to satisfactory condition.

16. **FUTURE USE.** Failure to abide by these Rules and Regulations may result in the Client's future use of the Hall being denied and/or restricted.

By signing below, you understand and agree to these terms listed on the previous pages.

Client _____ Date _____

Lotus Moments _____ Date _____

Post Event Walkthrough:

Notes: _____

Walkthrough completed by:

Lotus Moments Staff: _____

Authorized representative of client: _____

Date: _____ Time: _____

Addendum A

Services Available in Basic Package

Areas of limited access:

Storage areas through north door off dance floor
Storage areas through west door off of office hallway

Areas of unlimited access:

Dance floor
Banquet area
Restrooms
Buffet Room
Service Kitchen area
Office

Items for use:

8 ft tables (x2)
6 ft tables (x10)
60in round tables (x32)
Cabaret tables (x3)
Cocktail tables (x8)
Folding chairs (x200)
Banquet chairs (x250)
Children's Tables (x2)
Children's chairs (x16)
Bench
Pedestals (x4)
Podium
Center pieces and assorted decorations (in stock)
Floral arrangements (assorted, in stock)
Dance lights
Lighted back drop for the head table.

Addendum B

Services/Items Available for additional fee

Items for use:

* Black, white, navy table covers, asst sizes
* Table Runners, assorted colors
* Chair covers, black (x200)
\$ 30 Lit archway
\$ 125 Projector
* Babysitting services
* Cleaning services

* Pricing available upon request.

Client must assume costs of cleaning linens via Lotus Moments laundry service. Lotus Moments will assume responsibility for pickup/delivery to laundry.