



EVENT CONTRACT

The following represents an agreement between: PAINTED LADY BED & BREW, hereafter referred to as PAINTED LADY, 1100 Bellamah Ave NW, Albuquerque, NM 87104, and

_____ hereafter referred to as CLIENT(S) and outlines specific conditions and services to be provided.

DESCRIPTION OF GROUP AND EVENT

NAME OF EVENT:

EVENT DATE(S):

EVENT HOURS:

ANTICIPATED ATTENDANCE:

CLIENT:

RESPONSIBLE PARTY

The representative for the event who signs this contract is responsible for the conduct of guests and financially responsible for the event. The responsible party is also responsible for any theft, damage to guests' property and the PAINTED LADY property, as well as personal injury during the time of this contract. The responsible party is also accountable for property clean-up by the agreed upon time.

Name:

Street Address:

City, State:

Postal Code:

Phone Number:

E-mail Address:

PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Event Fee: \$ _____

50% Payment: \$ _____

*******50% non-refundable payment due upon signed agreement*******

Payment in full for this event is due on _____ (due 30 days prior to event).

Credit card number must be supplied on contract but will not be charged without notification. A 3% surcharge will be added to all credit card payments.

Credit Card #:

Expiration:

CVV:

Zip Code:

CANCELLATION CLAUSE

If any such function is canceled, CLIENT(S) agree to pay PAINTED LADY within thirty (30) days, as follows:

- Once the application is received and confirmed, the **50% payment is non-refundable** if the CLIENT chooses to cancel the reservation for any reason. CLIENT may change event date provided newly proposed date is available.



_____ (initial here).

- If the event is cancelled less than 30 days before the event, the entire amount is forfeited. PAINTED LADY agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such functions.



_____ (initial here).

CONDITIONS FOR CANCELLATION

An event is considered to have been cancelled if notice is received via email to info@paintedladyabq.com and verbal confirmation received via phone conversation to 505-200-3999. For all purposes listed in this contract, PAINTED LADY will take as its cancellation date, the date and time stamped on the email given as notice of cancellation.

CHANGES, ADDITIONS, STIPULATIONS

Any changes, additions, stipulations or deletions including corrective lining out by either PAINTED LADY or CLIENT(S) will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

INDEMNIFICATION

Client(s) shall indemnify and hold harmless PAINTED LADY, their affiliates, agents, employees, officers, directors, and assigns from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and/or expenses of any kind or nature, including legal fees and expenses for expert witnesses and consultants, arising out of or in any way connected

with CLIENT(S) occupancy or use of, and activities at the property under the terms of this agreement, unless the claims are based on the intentional or gross negligent acts or omissions of PAINTED LADY.

COLLECTION EXPENSES

CLIENT(S) shall be responsible for payment of collection costs, attorney's fees, and interest associated with the PAINTED LADY effort to collect monies owed under the terms of this Agreement.

EVENT INSURANCE

Client must obtain a special event liability policy designed to protect the event hosts (and list PAINTED LADY as additional insured) in the event of any liabilities or property damage that occurs on the day of the event. Those policies for a standard wedding (under 150 attendees, host liquor included, \$1M/\$2M limits) cost approximately \$120.

A high limit, ZERO deductible event insurance policy is available online through **Eventsured.com**. Please purchase your policy at least 30 days in advance at this link: www.eventsured.com/partnership/painted-lady-bed-brew.

EVENT DURATION

Clients will have exclusive use of PAINTED LADY event facilities for time specified in this contract. Prior to the start time, there may be other activities underway at the property. As this is a lodging establishment, certain lodging activities may take place during events (i.e., guests checking in, moving about the property, etc.).

Begin Time – The begin/set-up time for an event begins at **Noon** on the day of the event. If lodging rooms are included, **check-in is at 4:00 p.m.** Check-out time for lodging guests is Noon the following day.

End Time – All events must end no later than **10:00 p.m.** or at the agreed upon time. This means that guests must be making a reasonable attempt to vacate the property by 10 p.m. All items and decorations must be collected and the property returned to normal by **Noon** the following day.

REHEARSAL

Clients may conduct a rehearsal (if needed) on site with prior scheduling. Rehearsals are allotted one hour from start to finish. Please ask participants to arrive on property no earlier than 10 minutes before rehearsal start and leave no more than 10 minutes after rehearsal end time. PAINTED LADY reserves the right to require that all vendors and guests leave the grounds at the contracted time.

DAMAGE TO FUNCTION SPACE

CLIENT(S) agree to pay for any damage to the function space that occurs while CLIENT(S) are using it. CLIENT(S) will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than CLIENT(S) and event attendees.

IN-HOUSE EQUIPMENT

PAINTED LADY will provide at no charge to CLIENT(S): tables and chairs. These complimentary arrangements do not include special setups or extraordinary formats that would take up additional labor.

PAINTED LADY will provide guest chairs and tables for up to 75 guests. Post event, all personal items and décor must be removed from outside areas used and from the event space the night of the event (if not renting entire property). Items to be picked up the following day by CLIENT(S) or rental companies may be placed in storage and pick up arrangements must be made with PAINTED LADY management.

PAINTED LADY will provide trash receptacles but is not responsible for cleanup. All trash and leftover food will be taken to the dumpster.

PAINTED LADY cannot provide outdoor lighting beyond what is currently existing. Please secure your own extension cords or A/V equipment.

SCHEDULING FOR SETUP; DECORATING; DELIVERIES; VISITS, AND TEAR DOWN

PAINTED LADY operates a commercial business that necessitates scheduling of all on-site visits and/or preparations for your event. Commercial delivery arrangements must be made by CLIENT(S) in advance with PAINTED LADY. All visits to location prior to event date must be scheduled by appointment.

UNATTENDED ITEMS/ADDITIONAL SECURITY

PAINTED LADY cannot ensure the security of items left unattended in function space. Special arrangements may be made with PAINTED LADY for securing a limited number of valuable items. If CLIENT(S) require additional security with respect to such items or for any other reason, the Client is responsible for making these arrangements.

PARKING

Parking is available north of the property at Gorman Industries (1330 12th St NW) and also in the form of on-street parking. Street parking on Bellamah Avenue between 12th St and 8th St is permissible. We ask that you and your guests respect those living in the neighborhood by not blocking any driveways. No parking is allowed on any street except Bellamah Avenue. Please make sure guests are provided with parking information in invitation to events.

ALCOHOL

PAINTED LADY controls all alcohol on the property. Liquor (outside of specified beverages below) may not be sold or consumed on the premises. Management will insist that anyone consuming alcohol not served by a certified server leave the premises immediately. Regulations below must be complied by Responsible Party renting the grounds as well as all guests attending the event:

- Licensed server provided by PAINTED LADY must be on site to serve and control alcoholic beverages on the grounds. If server should leave the grounds, bar will instantly be closed and all alcohol must be put away and no longer served to guests.
- Wine/cider/hard seltzer, beer & champagne are the only approved beverages that can be served.
- Any unapproved alcohol will be confiscated. Any additional beverages brought on the grounds at any time (which include spirits in a flask or otherwise) will also be confiscated.
- In addition, the server/owner/coordinator can stop service of alcohol at any time.



_____ (initial here).

SMOKING

- Smoking and/or use of tobacco products of any kind are prohibited in **ALL** areas of Painted Lady Bed & Brew and its grounds.
- For guests that do smoke, it is allowed in a designated area at the west side of the property (front sidewalk) facing Bellamah Avenue only.

MUSIC

PAINTED LADY is located on the outskirts of a residential area. The noise level must comply with the City of Albuquerque noise ordinance. Music outdoors must be kept to a level deemed reasonable by PAINTED LADY management. Speakers must be pointed in areas so as to not disturb neighbors. Bands/DJs must be willing to moderate volume – particularly bass levels – out of respect for neighbors. All music must end by 9:45 p.m. Please also note that the City of Albuquerque requires amplified music outdoors to cease at 10:00 p.m. in compliance with local noise restrictions.



_____ (initial here).

DECORATIONS

- No item may be hung without permission of PAINTED LADY.
- Decorations other than those that can be put on tables are allowed only with approval by PAINTED LADY, i.e. free-standing easels, columns, arches etc.
- Candles may be used but they must be in votive cups or some other type of candleholder. Tapers are not allowed.
- Candles are **not** allowed in lodging rooms.
- Rice or birdseed is not allowed on Painted Lady Bed & Brew grounds.
- Only real flower petals may be used **OUTSIDE** at Painted Lady Bed & Brew.
- No real flower petals can be used **INSIDE** property (Silk Petals are OK).

MISCELLANEOUS

- Combination to exterior gates must not be shared with guests. CLIENT must manually open gates for approved guests or vendors.
- You may not sublease this contract to another renter.
- PAINTED LADY reserves the right to request and/or remove any person(s) that is damaging the property or otherwise not complying with the terms and conditions set forth in this agreement.
- Children need to be **CLOSELY** supervised at **ALL** times. Parents/Adults will be responsible for any damages caused by children.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities -- to the extent that such circumstance makes it illegal or impossible to provide or use the facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

ACCEPTANCE

PAINTED LADY and _____ have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

By signing this contract, you agree to abide by its standard terms and conditions. PAINTED LADY reserves the right to amend, modify, delete and supplement the standard terms and conditions in any manner PAINTED LADY deems reasonably necessary for the safe, orderly, proper, and efficient operation of the facilities. PAINTED LADY agrees to give reasonable notice in writing to you if PAINTED LADY decides to revise the standard terms and conditions, and if these revisions shall be binding on you as of their stated effective date as if they were incorporated in the original standard terms and conditions. Painted Lady Bed & Brew, employees, and volunteers engage in operating and maintaining the Painted Lady Bed & Brew and shall have access to this facility at all times during functions. You also agree to indemnify, defend against, and hold harmless Painted Lady Bed & Brew, its employees, and volunteers from and against any claims, suits, damages, actions, liabilities, costs and expenses (including reasonable cost of investigation and attorney fees growing out of injury or death of any person or damage to property (including your property) related in any way to your event and/or Painted Lady Bed & Brew.

I have read the above terms and understand that the 50% payment is non-refundable should I cancel my event. I also understand that payments are non-refundable as of 30 days prior to my event.

I understand that I must obtain a special event liability policy in the event of any liabilities or property damage that occurs on the day of the event.

SIGNATURES

Approved and authorized by **CLIENT(S)**:

Name: (Print)

Signature:

Date:

Approved and authorized by **PAINTED LADY**:

Name: (Print)

Title: (Print)

Signature:

Date: