

## VENUE RENTAL AGREEMENT

This Venue Rental Agreement (the "Agreement") is entered into on \_\_\_\_\_ (date) by and between Plantable, Inc., a California corporation with principal place of business in Shasta County, California ("Venue" or "Plantable"), and the individual(s) or entity identified below ("Client"). Venue and Client are sometimes each a "Party" and collectively the "Parties."

Client name(s): \_\_\_\_\_  
Client address: \_\_\_\_\_  
Client phone: \_\_\_\_\_ Client email: \_\_\_\_\_

### 1. Event description.

- a. Event type: \_\_\_\_\_
- b. Event date: \_\_\_\_\_
- c. Estimated guest count (site maximum 150; seated maximum 80): \_\_\_\_\_
- d. Package selected: \_\_\_\_\_ Fee for package: \$ \_\_\_\_\_
- e. Non-refundable deposit: \_\_\_\_\_ Refundable Security Deposit: \_\_\_\_\_
- e. Rental period (including event set-up and tear-down): \_\_\_\_\_

### 2. Day-of coordinator and one contact person.

If the event is a wedding, Client shall engage a day-of coordinator who is not a member of the wedding party. The Client shall designate a single point of contact who will serve as the Venue's primary on-site liaison.

- a. Day-of coordinator name: \_\_\_\_\_ Phone: \_\_\_\_\_
- b. Client primary contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

### 3. Reservation, deposit, and payment terms.

- a. To secure the Event date, Client must sign this Agreement and pay the required non-refundable deposit equal to thirty percent (30%) of the total package cost.
- b. A refundable damage deposit equal to twenty-five percent (25%) of the total package rental cost is required at the time of the initial payment. The damage deposit will be refunded following the Event, less any deductions for damage, extra time, or unremoved items, as set forth in this Agreement.
- c. The remaining balance of the rental fee is due no later than thirty (30) calendar days before the Event for wedding events, and no later than fifteen (15) calendar days before the Event for non-wedding events.
- d. All payments shall be made in U.S. dollars by the method specified by Venue. Late payment may result in cancellation by the Venue.

### 4. 72-hour grace period and cancellations.

- a. Client may cancel the reservation within seventy-two (72) hours after booking and receive a full refund of the deposit provided Venue receives written notice during that period.
- b. After the 72-hour grace period, the initial deposit becomes non-refundable except as provided below.
- c. Cancellation refunds (after the 72-hour period) will be handled as follows:
  - Cancellation 90 or more days before the Event: refund of amounts paid may be issued at the Venue's discretion, or Client may elect to rebook for a different date, subject to availability.

- Cancellation between 30 and 89 days before the Event: fifty percent (50%) of the total rental fee is non-refundable.
- Cancellation less than 30 days before the Event: no refund.

#### 5. Rescheduling.

Client can reschedule the Event for an available date one (1) time with at least sixty (60) days' time period and with advance written notice. Rescheduling is subject to Venue availability.

#### 6. Occupancy and venue use.

- a. Maximum permitted occupancy is eighty (80) seated guests under the tent and one hundred fifty (150) guests on the site in total.
- b. Client is responsible for the conduct of all guests, invitees, contractors, and vendors.
- c. Amplified sound must end by 10:00 p.m. and must comply with the local ordinances and standards attached to this Agreement as Attachment A.
- d. All event cleanup must be completed and the Venue vacated by 11:00 p.m., and the site closed by 11:00 p.m.

#### 7. Requirements for events of twenty-six (26) or more guests.

For events with twenty-six (26) or more guests, the following are required:

- a. Use of a licensed caterer approved by the Venue.
- b. A day-of coordinator (not a member of the wedding party) who will serve as the Client's on-site point of contact.
- c. One planning meeting with Venue staff to finalize event logistics. Any changes to the finalized site plan will incur an additional \$50 fee.

#### 8. Kitchen use.

- a. Client may use the designated kitchen prep table for temporary food service and storage of boxes and containers only.
- b. Use of the oven, stove, or burners inside the kitchen is strictly prohibited.
- c. Refrigerator space is limited to one shelf; Client must provide final refrigerator use information before the Event or will be subject to an additional \$50 fee.
- d. No heavy kitchen equipment or Venue utensils, dishes, or trays may be used.
- e. Sink filtered water is available. Limited dish rinsing is permitted; there is NO garbage disposal, and dumping or leaving any food in the sink is prohibited.
- f. Client must return the kitchen to the same condition in which it was provided. Failure to comply will result in deductions from the damage deposit.

#### 9. Set-up, teardown, and overtime fees.

- a. All event activity must take place within the reserved rental time period. If Client continues to occupy the Venue beyond the reserved time, the Venue will deduct \$100 for each hour starting at 15-minute overtime (\$100 for each hour of overtime) from the damage deposit.
- b. All personal and rental items must be removed during the rental time. Failure to remove items will result in an overtime charge of \$100 per hour deducted from the damage deposit.
- c. Venue is not responsible for loss, theft, or damage to Client or vendor property.

#### 10. Decoration and site alterations.

- a. No permanent alterations or structural changes to the site or buildings are permitted.
- b. Any large or unusual décor items require Venue's prior written approval.

- c. No confetti, glitter, glass decorations, open-flame candles, lanterns, fireworks, or sparklers are permitted.
- d. Client must remove all décor at the conclusion of the Event. Failure to remove décor will result in hourly removal fees and deductions from the damage deposit.
- e. Any damage to Venue property will be charged against the damage deposit; amounts in excess will be billed to Client.

#### 11. Music, amplified sound, and DJs.

- a. Venue must approve all DJs and live musical performers in advance.
- b. Amplified sound must comply with applicable local noise and sound amplification regulations described in Attachment A and must end by 10:00 p.m.
- c. Client is responsible for any fines, penalties, or code enforcement actions resulting from failure to comply with local ordinances.

#### 12. Electrical, lighting, and parking.

- a. Any electrical equipment or cords brought on-site must be commercial-grade.
- b. Changes to Venue lighting require Venue approval and may incur additional fees.
- c. Parking is street parking only on California, Gold, and Waldon Streets except as expressly approved in writing by Venue. One accessible parking space is available at the main entrance on Gold Street.
- d. Use of the Riverfront Playhouse parking lot (across Gold Street) is prohibited unless specifically coordinated with Plantable and Riverfront Playhouse in advance. Failure to comply will result in a \$100 deduction from the damage deposit.

#### 13. Catering, vendors, smoking, and substances.

- a. All caterers and food vendors must be licensed and approved by the Venue. Client must submit all caterer and vendor information at least thirty (30) days prior to the Event.
- b. No smoking is permitted on the property. Illegal substances are strictly prohibited. Violation will result in immediate termination of the Event and a \$100 deduction from the damage deposit.
- c. Venue staff will monitor compliance with these rules.

#### 14. Alcohol.

- a. Beer, wine, champagne, ciders, and hard seltzers are permitted only when the certificate of insurance and any applicable permits include coverage and authorization for the use of such beverages.
- b. Hard liquor, spirits, and mixed-drink service that includes distilled spirits are prohibited at the Venue.
- c. The sale of alcoholic beverages is prohibited at the Venue unless Client obtains prior written approval and any required permits and licensing.
- d. No alcohol may be served to minors. Client and all alcohol servers must comply with California law regarding the service of alcohol and responsible service practices. Client is responsible for enforcing age verification and for all alcohol-related liabilities.
- e. Client is encouraged to provide safe transportation for guests.

#### 15. Insurance.

- a. For events serving alcohol or events with more than seventy-five (75) people, the City of Redding requires insurance and a deposit as set forth in the City's facility rental policies; Client must provide proof of event liability insurance naming Plantable, Inc. as an additional insured

with minimum limits of \$1,000,000 per occurrence, or such other limits as Venue may reasonably require.

b. Proof of insurance must be delivered to Venue at least fourteen (14) days prior to the Event.

#### 16. Compliance with law and local regulations.

a. Client shall obtain and maintain all permits and approvals required by federal, state, county, or city authorities for the Event, including any permits related to food service, alcohol, amplified sound, occupancy, and public safety.

b. Client shall comply with all applicable local laws, ordinances, and regulations of Shasta County and the City of Redding regarding alcohol use, amplified sound, and noise as summarized in Attachment A to this Agreement.

c. A violation of applicable law may result in immediate termination of the Event without refund and the assessment of fines, damage deposit deductions, or other remedies.

#### 17. Assumption of risk and weather.

a. Client acknowledges that the Venue is an outdoor space with uneven terrain and natural elements. Client assumes the risk of these conditions except to the extent of Venue's gross negligence.

b. In the event of rain or inclement weather, guests may use tented areas as permitted by Venue; Client is not entitled to cancel the Event or receive a refund because of rain or heat unless Venue determines, in its reasonable discretion, that the Venue is unsafe for use.

#### 18. Indemnity.

Client agrees to defend, indemnify and hold harmless Plantable, Inc., its directors, officers, employees, agents, and volunteers from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from Client's use of the Venue, including acts or omissions of Client, guests, invitees, or vendors, and any violation of law. This indemnity obligation survives termination of this Agreement.

#### 19. Limitation of liability.

Except for liability arising from Venue's gross negligence or willful misconduct, Venue shall not be liable to Client for any indirect, incidental, consequential, or punitive damages arising under or in connection with this Agreement.

#### 20. Security, right to remove and termination.

a. Venue reserves the right to remove any guest or vendor whose conduct is illegal, dangerous, or disruptive, in Venue's reasonable judgment, and to terminate the Event in whole or in part to protect persons or property. No refunds will be issued for terminated Events.

b. Client shall be responsible for the costs of any additional staffing or security required by Venue or by a governmental authority.

#### 21. Force majeure.

Venue shall not be liable for failure to perform obligations under this Agreement because of causes beyond Venue's reasonable control, including but not limited to acts of God, wildfires, extreme weather, pandemics, power outages, or government orders. In such events, Venue may, in its discretion, offer to reschedule the Event.

22. Damage, cleaning and repair charges.

Client is responsible for all damage to the Venue and any rental equipment owned by the venue caused by Client, guests, invitees, or vendors. Venue may use the damage deposit to remedy damage and shall return any remaining balance to Client following the Event. Costs exceeding the damage deposit will be invoiced to Client and are payable within thirty (30) days.

23. Attorneys' fees and governing law.

This Agreement shall be governed by the laws of the State of California. Venue is located in Shasta County, California, and the Parties agree that venue for any legal action will be in the state or federal courts located in Shasta County. The prevailing party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs.

24. Staff and on-site services.

Venue staff will be present on site to oversee Venue maintenance, parking and traffic flow, and to address operational issues. Venue staff are not a substitute for a professional wedding coordinator, caterer, or for the Client's obligation to set up or clean up personal items.

25. Entire agreement and severability.

This Agreement, including Attachment A, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior negotiations and agreements. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

26. Execution.

By signing below, Client represents and warrants that they have authority to enter into this Agreement, have read and understand all terms of this Agreement, and agree to be bound by its terms.

CLIENT(S)

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PLANTABLE, INC.

Authorized representative name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_