



A-Vent Space  
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## A-Vent Space Rental Agreement

DRAFT

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This Agreement for event rental ("Agreement") is made by and between A-Vent Space, LLC and ("Client"). For the day of ("date").

### YOUR RENTAL

A-Vent Space agrees to provide the following Services ("Services") related to the Client(s)' event which is a wedding ("Event") scheduled for ("Event Date")

1. (25) 66" round tables, (7) 30"X96" rectangle tables , (252) white resin folding chairs.
2. Set up and removal of tables and chairs
3. One on-site venue coordinator
4. Monte Cristo bridal suite for 2 nights
5. Tuscany bridal suite for 2 nights
6. Groom suite for 2 nights
7. 60 minuite couples massage
8. Patio for rehearsal dinner
9. Patio for cocktail hour
10. White drapes on the south wall of the A-Vent Space
11. Breakfast for 2 in the honeymoon suite
12. Five guest suites for 2 nights
13. Three day access to the A-Vent Space
14. One day access to the A-Vent Space

### RENTAL SPACES DAYS AND HOURS

- The A-Vent Space days and hours =
- Patio days and hours =

### PAYMENT SCHEDULE

In consideration for the services to be performed by A-Vent Space, Client(s) agrees to pay A-Vent Space \_\_\_\_\_ ("Fees") as follows:

- In order to secure the event space rental, an initial non-refundable payment of \_\_\_\_\_ is to be made upon signing of this Agreement ("Initial Payment")
- \_\_\_\_\_ is due on \_\_\_\_\_ along with the total alcohol and bar invoice and any additional services you choose to add on.
- A \$500.00 REFUNDABLE damage deposit is due on \_\_\_\_\_

If Client(s) fails to make payment(s) to A-Vent Space within 14 business days of the invoice due date, Services will be discontinued, without liability on A-Vent Spaces part, until the outstanding amounts are received. Payments will be made via card electronically on your client portal. Ensuring that there is no damage to the Chateau Avalon or A-Vent Space we will return your deposit back to you in full within fourteen (14) business days. All payments are final - see cancelation policy.

### DAY OF COORDINATOR LIMITATIONS

A Day-of-Coordinator is required at every event held at the A-Vent Space. A-Vent Space does require that you provide the information of your coordinator so that we may work hand in hand leading up to your event and on the day of to assure an "A-Vent to Remember". A-Vent Space is not liable for these vendors performance. Fees for your coordinator are not included in the A-Vent Space Rental fee. You will be responsible for finding and contacting the coordinator and paying their fees and signing their separate contracts.

#### CEREMONY REHEARSAL

Renter has access to the A-Vent Space for a one (1) hour ceremony rehearsal. Date and time for ceremony rehearsal will be coordinated 30 days out from your event date and is based off of venue availability, UNLESS YOU'VE PURCHASED THE DIAMOND PACKAGE.

#### PREFERRED VENDORS

Renter must select a caterer from the A-Vent Space preferred vendor list. A-Vent Space is not liable for these vendors performance. Fees for these catering are not included in the A-Vent Space Rental fee. You will be responsible for contacting the caterer and paying their fees and signing their separate contracts. Renter is aloud to hire a food truck for a late night snack or dessert.

#### MAXIMUM OCCUPANCY

- A-Vent Space= 225
- Patio= 50 seated, 125 standing
- Outdoor ceremony= 140

#### CLEANING, TRASH AND EQUIPMENT REMOVAL OF THE A-VENT SPACE

- Renter is required to return the space to the same condition in which it was found by 12am the night of their event.
- All decor, trash and personal items must be removed immediately following your event. Items that are not removed will be disposed of by A-Vent Space and the cost of such disposal will be deducted from the security deposit.
- Renter must place all trash bags in the A-Vent Space's dumpster. Items that are not removed will be disposed of by A-Vent Space and the cost of such disposal will be deducted from the security deposit.
- Renter must sweep all trash and food off the floor.
- Renter must remove all zip ties or strings off of building.
- If the A-Vent Space staff must do additional excessive clean up after you have vacated the property, the amount of hours it takes our staff to clean up after your event will be deducted from the security deposit.

#### CLEANING, TRASH AND EQUIPMENT REMOVAL OF THE PATIO

- Renter is required to return the patio to the same condition in which it was found by 8pm on Friday for rehearsal dinner **and by 7pm Saturday for cocktail hour.**
- All decor, trash and personal items must be removed by the end of your rental period specified in the first sentence.
- Renter must place all trash bags in the A-Vent Space's dumpster. Renter must sweep all trash and food off the floor. Items that are not removed will be disposed of by A-Vent Space and the cost of such disposal will be deducted from the security deposit.

#### ANIMALS

Dogs and other animals may be apart of the ceremony and reception with prior A-Vent Space approval. All animals must be kept on a leash and taken home or to a pet sitter off site before reception begins, unless accompanied by a handler. Renter is responsible for cleaning up any messes made by animals.

#### SUPPLIES THE A-VENT SPACE WILL PROVIDE WITH EVERY PACKAGE

- Two 50-gallon trash cans and trash bags.
- Two tip jars for the bar
- One bar. A second can be rented as a add on. -
- Tables and chairs,for the 225 guests.
- The chandeliers are permanent along with the string lights on both sides of the building.

- There are plug in outlets on almost every pillar in the building.
- Umbrellas for guests to use to walk to bathrooms or hotel if there is rain.-
- One broom and dustpan
- Three push brooms
- Heat during fall/winter seasons

#### SUPPLIES THE RENTER WILL NEED TO PROVIDE

- A bar menu to display on the bar counter. This is required as it helps the line at the bar.
- Coolers with ice for your caterer to store your left-over food in.
- A water station that's separate from the bar IF CATERER DOES NOT PROVIDE.
- Any ladders or scissor lifts needed to decorate the space.
- Extension cords if you need them.
- A portable cloths rack with hangers for bridal suite.
- A clean up and set up team.
- A flip team
- Any décor, etc...

\*This list is not conclusive to all the supplies you may or may not need for your unique event.

#### ADD ON'S/ALA CART

- A/C + generator: \$1,600
- Second bar: \$60
- Patio: \$795
- Beaumont State Room: \$500
- 60 min couples massage: \$175
- Hotel buyout: \$20,000
- Removal of all glass panels: \$2,000
- Additional hours for set up: \$225/hour
- White drapes on the south wall of the A-Vent Space: \$100

#### VENUE COORDINATORS ROLE DAY OF EVENT

- Setting up of tables and chairs per your floor plan.
- Directing/assisting with guest parking/traffic.
- Taking out trash that is accumulated by venue/vendor staff.
- Lock and unlock the A-Vent Space.
- Cleaning and stocking bathrooms.
- Ensuring the A-Vent Space is clean before your event.
- Ensuring any special accommodations are met.
- Ensuring all vendors and guests are aboding by our property rules.
- Turning off and on of lights.
- Handling anything that may arise pertaining to the venue.

\*Our venue coordinators are not responsible for any room flips. \*Our venue coordinators are not responsible for cleaning up after the event is over. \*Venue staff are not wedding planners/coordinators.

#### RENTAL PERIOD & EVENT HOURS

See rental hours above. Everyone must be out of the building by 12am midnight. The A-Vent Space must be vacant by midnight, no acceptations. If you are in the building anytime past 12:00am you will be charged \$20.00 for every minute you go past midnight that you have not vacated the inside of the A-Vent Space. Our venue coordinators will turn off all lights and lock doors by midnight.

#### ADDITIONAL TIME FOR SETUP

If the renter or its vendors need additional time for set up, room decorating, etc. the renter may ask for access to the room beyond the contracted hours for an additional charge. Additional setup hours must be contiguous with event hours, i.e. additional set-up time is only available for the hours immediately before the event and at A-Vent Space discretion. You must request this time in writing at least thirty days prior to your event. Additional set-up time will be billed at the rate of two hundred and twenty five dollars (\$225.00) per hour.

#### CANCELLATIONS

Any cancellation will result in a total retainer of all fees paid to date to A-Vent Space by Chateau Avalon Hotel as liquidated damages. A-Vent Space reserves the right to cancel any event for which payment outlined above is not received by designated date. If a cancellation occurs due to failure to pay the event fee by the time required, any payment made toward billing for the event in less the full amount will be forfeited as liquidated damages. The Parties may agree, in writing, signed by both Parties, to terminate this Agreement at any time. If A-Vent Space cancels this agreement the A-Vent Space will refund a portion of payments made to us to renter.

#### UNFORSEEN CIRCUMSTANCES

The Parties agree that unforeseen circumstance may arise which render A-Vent Space is unable to perform its obligations under this Agreement. Such unforeseen circumstances may include winds over 45 mph, fire, flood, earthquake, pandemic, riot or other natural or man-made disasters. The Client agrees that, in the event of unforeseen circumstances, Chateau Avalon/A-Vent Space shall not be liable. A-Vent Space and it's employees reserves the rights to removes occupants if weather, health factors, or other special concerns present a risk to the life, safety and/or health of occupants. Said decision is at the sole discretion of venue. Shall a unforeseen circumstance happen A-Vent Space will hold any money paid to A-Vent Space and work with every party to reschedule event.

#### INSURANCE (Organizations and companies ONLY)

A certificate of insurance for bodily injury and property damage liability protection in a combined single limit amount of no less than \$1,000,000 is required with each rental. In the event of dangerous weather, Chateau Avalon/A-Vent Space may delay event or even cancel event if such weather poses a threat to the health and safety of guests and/or staff. Such decision will be at the sole discretion of Chateau Avalon/A-Vent Space.

#### BEVERAGES

Open alcoholic beverages are strictly prohibited outside of the designated event area. If any alcohol is brought onto property (Avent Space and Chateau Avalon Patio), management reserves the right to confiscate alcohol and stop all alcohol service.. All alcohol beverages must be purchased through Chateau Avalon. We offer OPEN BAR packages or CASH BAR with a \$1,000.00 minimum. Please contact us for package options and rates. You are welcomed to bring any outside food, drinks, and alcohol to be INSIDE your suites ONLY.

#### ALL OR NOTHING

If renter chooses to not use an item included in their purchased package then A-Vent Space is not required to refund any money for any unused services and/or offerings. EX: We provide tables and chairs for 225 guests... If you do not use all of our tables and chairs we WILL NOT give renter any kind of refund.

#### PARKING

The parking lot directly in front of the Chateau Avalon Hotel is permit parking only for guests of the hotel. Any violators will be towed at owners expense. Parking for the A-Vent Space will be marked with signage and is on the East side of the A-Vent Space. We ask that all your guests park in the parking lot designated for the A-Vent Space.

#### MEALS

Client is responsible for providing a hot meal to all venue staff working the event. This includes the venue coordinator(s), bartender(s) and security officer(s).

## DECOR & USE RESTRICTIONS

- At no time is renter allowed on a ladder. If hired decorator or florist needs ladder work, they must bring their own ladder or lift.
- Smoking is NOT permitted in the building, however outside the building is permitted. Cigarette butts must go in appropriate containers, If cigarette butts are found on property A-Vent Space will deduct from your damage deposit.
- Candles may be used only if the candles are in containers and the wick of the candle is at least two (2) inches from the top of the container. Taper candles are NOT aloud unless they are enclosed in glass and have something under them to catch the drip.
- A-Vent Space will not allow any fake flower peddles to be spread, glitter, confetti or rice within or around its parameters.
- No tape can be put on an surfaces inside or outside the A-Vent Space.
- No nails or screws.
- All items brought into A-Vent Space (e.g., personal items, decorations, props, etc.) must be removed immediately following the event. Items that are not removed will be disposed of by A-Vent Space and the cost of such disposal will be deducted from the security deposit.

## SPARKLERS

Sparklers and coal sparks are alloud at the AVENT Space. We require if you choose to do sparklers that you have a bucket of water for your guests to place the burnt out sparkler in. Fireworks will stain our concrete so we ask that all sparkler send offs be done on the street. If you choose to do coal sparks, the machine must be operated by a professional.

## CAKE

AVENT Space is not responsible for the care, movement, preservaion or cutting of any cake brought in prior to or duiring the event. We recomend all couples to let your cake baker know that the AVENT Space is a outdoor/indoor venue and is not 100% climate controlled. Warm temperatures need to be planned for with the cake and frosting. The AVENT Space does not have a fridge on property for the use of the cake.

## FLORALS

All florals MUST be picked up and brought to the outdoor dumpster at the end of your event. A-Vent Staff is not required to clean up after any florist. We also advice for your florist to clean up after the installation of any floral design.

## RENTALS

The AVENT Space does not offer any decor rentals. If you choose to rent decor, tables, chairs, stage, dance floor etc... then you will have to go through a third party to do so. The AVENT Space DOES NOT allow any drop-offs, setup, or decorating of any rental items the day before your event unless you have purchased the date. All rental items must be removed immediately following your event. We do not allow any rental company's to leave their property inside the AVENT Space over night unless renter has purchased the date. Drop off and pick up of rentals must be within your rental period specified above.

## OUTDOOR CEREMONY LOCATION

Renter will have access to the use of our ATheater outdoor ceremony site IF construction is done by their event date. Renter agrees and understands that if the construction of the ATheater is not done by their event date the AVENT Space will not be reuired to refund renter any money. The ATheater is simply a complementary add on if construction is done by event date.

## HOLD HARMLESS

You agree that A -Vent Space by Chateau Avalon Hotel is not responsible for any items personal or otherwise brought into the event facility or in the facility's parking lots that are lost, stolen, damaged or otherwise lose value. Renter specifically waives and agrees to indemnify and hold harmless A-Vent Space, its agents, employees and assigns, from any claims, loss or damage to any guests, vehicles or others as a result of the use of said event space, adjacent areas, parking lot and A-Vent Space site or areas traversed to access said event space, unless said claim, loss or damage is the result of A-Vent Space, its employees, or agents, direct intentional misconduct.

## BRIDAL SUITE, GROOM SUITE, AND HONEYMOON SUITE

Check-in to your Bridal suite/honeymoon suite (room 321 327) is on Date at 4pm and check-in to the Groom suites (room 211) is on (date) at 4pm. Check-out of room 321 and 211 is on (date) at noon. You are welcomed to bring any outside food, drinks, and alcohol to be INSIDE your suites ONLY. Your bridal suite doubles as your honeymoon suite, due to this, we recommend that you advise your wedding party to get all their personal property out of the bridal suite immediately after getting ready. Housekeeping WILL NOT clean the bridal suite if there is personal property left in that room by your bridal party. Your bridal suite and groom suite room numbers cannot be changed. You are welcomed to let anyone spend the night in room 211 once the groom and groomsmen are done utilizing that room -we do not need to be notified of this, all you will do is give the room key to whoever your letting use that room.

## COUPLES MASSAGE

If this is included in your package you must call the Chateau Avalon Hotel and schedule your 60 min couples massage. This can be scheduled anytime before or on your event date upon availability.

## GUEST ACCOMMODATIONS

The Chateau Avalon does NOT offer hotel blocks. We provide a 10% discount code to you to give to your guests to use when they reserve a room. Your guest discount code is LWED. If your guests want a room at the Chateau Avalon for your event you will instruct them to call the hotel and reserve a room like normal and provide the code LWED to get their 10% off.

## EVENT VENUE LIQUOR POLICIES

A-Vent Space has the following policies around Open Bar and Consumption Bar purchases:

1. Open Bars and Consumption Bars are subject to KS sales tax.
2. Please note, guests are expected to tip the bar staff. The event host is required to pay 18% gratuity on the bar tab.
3. All open bar packages must be paid for with the confirmed guest count or pre-set dollar limit 30 days prior to event.
4. Except for pregnant women, adults will not receive the 'child' open bar rate.
5. All open bar package confirmed guest counts will include all adult guests with the exception of pregnant women. A-Vent Space does not offer exceptions for any other category of adult.
6. Venue and County does require Security on premises during events. Pricing is \$45 an hour per officer. 1 security officer is required at every event with a guest count of 0-100. 2 security officers are required at every event with a guest count of 100-225.

A-Vent Space at Chateau Avalon Hotel will make every effort to insure that your event is a success. We require your cooperation to make sure that everyone has a safe and enjoyable time. To assure this we have a few house rules around alcohol consumption:

1. A-Vent Space will not serve anyone under the legal drinking age.
2. Our staff is instructed to request identification from all patrons who may not appear to be of legal drinking age. We suggest that all clients notify their guests of this policy.
3. A-Vent Space reserves the right to confiscate any liquor being consumed at the event that was not purchased through A-Vent Space.
4. A-Vent Space will not serve any drinks that contain more than two liquors. A-Vent Space will not serve more than two drinks to a patron at one time.
5. Full or partially opened bottles of wine may not be removed from the premises.
6. A-Vent Space and its management reserve the right to refuse to serve anyone, whether they are of legal drinking age or not.
7. A-Vent Space and its management reserve the right to make a judgment call by not serving an individual who appears to be intoxicated.
8. A-Vent Space does not allow alcoholic beverage beyond designated areas or alcohol brought in from outside A-Vent Space/Chateau Avalon. Staff will strictly enforce this at each event.

I have read A-Vent Space's liquor policies; I understand my responsibility and agree to the conditions set forth.

**JOINT AND SEVERAL LIABILITY** If more than one Client enters into this Agreement, the obligations are joint and several; each Client is individually, as well as jointly liable for full performance of all agreed terms and payment of all sums required herein. As the context may require, reference to Client in the singular may be read as the plural and the plural as the singular. **DISPUTE RESOLUTION** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Kansas City, KS. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If the dispute is not resolved within 30 calendar days after it is referred to the mediator, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled. **NOTICE** All notices, requests, claims, demands and other communications between the parties shall be in writing. All notices shall be given (a) by delivery in person, (b) by a nationally recognized next day courier service, (c) by first class, registered or certified mail, postage prepaid, or (d) electronic mail. Delivery shall be made to the address or electronic mail address, as appropriate, of the party specified in this Agreement or such other address or electronic mail address as either party may specify in writing. Such notice shall be effective upon (a) the receipt by the party to which notice is given or (b) on the third day following mailing, whichever occurs first. **ENTIRE AGREEMENT** This Agreement (including attachments) contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. **AMENDMENT** This Agreement may be modified or amended if the amendment is made in writing and is signed by all parties. **SEVERABILITY** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. **HEADINGS** The headings contained in this Agreement are strictly for convenience, and shall not be used to construe meaning or intent. **WAIVER** The failure of any party to require strict compliance with the performance of any obligations and/or conditions of this Agreement shall not be deemed a waiver of that party's right to require strict compliance in the future, or construed as consent to any breach of the terms of this Agreement. **FORCE MAJEURE** A party shall not be liable for any failure of or delay in the performance of this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to any act of God, such as but not limited to war, riot, civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, order, regulation or decree; earthquake, flood, fire, hurricane, tornado, or other casualty; strike, lockout, or other labor disturbance; pandemic, epidemic, public health emergency, outbreak of communicable disease; or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. Upon occurrence of any force majeure event, the party relying upon this provision shall give notice, as soon as feasible, to the other party of its inability to perform or of delay in performing its obligations. **APPLICABLE LAW AND JURISDICTION** This Agreement shall be governed by the laws of the State of Kansas and any disputes arising from it must be handled exclusively in the County of whyandotte. **COUNTERPARTS, SIGNATURES** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature.

Bride Name:

Bride Address:

Bride phonen number:

Groom Name:

Groom Address:

Groom Phone number: