

Diamond Oak, L.L.C., dba Diamond Oak Events Rental Agreement and Liability Form.

The undersigned (Renter) desires to rent the facilities and/or assets of Diamond Oak, L.L.C. (dba Diamond Oak Events) for the intended use described below at the agreed upon rates (plus applicable taxes). The Renter is permitted to rent the facility and/or assets, as set forth in the terms and conditions detailed in the Agreement.

Intended Use:

In consideration of mutual promises and set forth in this agreement, Diamond Oak, L.L.C. and the Renter agree as follows:

1. Facility Rental, Security Deposit:

- a. **Friday Pricing: \$5,000.00.** Event date: _____. Friday events include access to the site the day prior, Thursday, from 12:00 noon until 10:00 p.m. for decorating and rehearsal. The day of rental, access to site begins at 10:00 a.m. on Friday until 2:00 a.m. on Saturday.
Saturday Pricing: \$6,000.00. Event date: _____. The day of rental, access to the site begins at 10:00 a.m. on Saturday until 2:00 a.m. on Sunday.
Sunday Pricing: \$4,000.00. Event date: _____. The day of the rental, access to the site begins at 10:00 a.m. on Sunday until 2:00 a.m. on Monday. Parties are allowed access to the site the following morning, Monday, until noon for removal of items.
Three Day Event Pricing: \$8,500.00. Event Date: _____. Includes access to the site the two days prior to the event (Thursday and Friday) from 12:00 noon until 10:00 p.m. for decorating and rehearsal. This package also includes set-up and clean-up for a Grooms dinner for up to 50 guests. On Saturday, access to site begins at 10:00 a.m. until 2:00 a.m. on Sunday.
- b. Rental includes only the “intended use” of facilities indicated above and specified business assets and equipment at the facility detailed below. The Renter agrees that such use shall be in accordance with this Agreement and all rules and regulations established by Diamond Oak, L.L.C.

3. _____ **Check Here** if alcoholic beverages will be served at the event. If checked, the Renter is required to review, sign, and comply with our Alcohol Responsibility Agreement and once signed, such agreement becomes part of this Agreement. If not checked, or if checked and Renter fails to sign and comply with the Alcohol Responsibility Agreement, consumption of alcoholic beverages is **Strictly Prohibited**.
4. **Assumption of Risk and Liability:** The Renter accepts and assumes all risks of personal injury, property damage, or loss of personal property, and any liability associated therewith, arising from or in any way related to the Renters use of the Facilities.
5. **Release:** The Renter fully and forever releases and discharges Diamond Oak, LLC, and their owners, managers, employees, agents, successors and assigns (hereinafter collectively referred to as the “released parties”) from any and all claims, demands, actions, causes of action, damages, costs and expenses, whether known or unknown, on account of, or in any way relating to personal injuries, death, or property loss or damage arising from, related to, or in any way connected with the Renters use of or presence on the Facilities. The “Renters use of or presence on the Facilities” includes the Renter and the Renter’s guests, family, visitors, invitees, employees, contractors, sub-contractors, agents, licensees, permittees, and trespassers.
6. **Indemnification:** The Renter agrees to indemnify and hold forever harmless the Released parties from any and all loss, liability, damages and costs, including attorney fees, that the released parties or any of them or their property may sustain as a result of the occurrences, claims, demands, causes of action or judgments related to, or in any way connected with, the use of or presence upon the Facilities by the Renter or the Renter’s guests, visitors, invites, permittees, trespassers, employees, contractors, sub-contractors, agents or arising from, related to, or in any way connected wither the Renter’s use of or presence upon the Facilities
7. **Insurance:** Renter is required to obtain Insurance coverage for the event. Diamond Oak, L.L.C. shall be added as additional named insured on the Renter’s insurance policy with respect to all coverages applicable to the Renter’s use of and Renter’s (and their guest’s) presence at the site.
8. **Compliance with applicable law:**
 - a. The Renter agrees to comply with all federal, state and local laws, regulations and ordinances applicable to the Renter’s use of the Faciliites.
 - b. In addition, the Renter shall comply with all state and local laws, rules and ordinances governing the dispensing and consumption of alcoholic beverages, if permitted under this Agreement, and the Renter shall obtain all necessary licenses and permits for dispensing of the alcoholic beverages at the Facilities, if permitted under this agreement.
 - c. The renter shall closely supervise the consumption of alcoholic beverages, if permitted under this Agreement, by persons present and shall prevent any underage consumption or any person from becoming intoxicated at the Facilities.
9. **Clean-up, damage to facilities, damage deposit:**
 - a. Diamond Oak, as part of this Rental agreement, will conduct clean up immediately after the end of the rental period as stated above.

- b. The Renter shall be responsible for any theft or damage to the Facilities or its fixtures, furniture, appliances, equipment, buildings, plants, trees or grounds occurring during, or as a result of, the Renter's use of and presence on the facilities.
 - c. The damage deposit will be returned within 14 days of site rental, if the facilities are left in the same condition, after clean-up, as existed prior to the Renter's use. Otherwise, the deposit will be used for the costs of repair, or replacement of damaged, stolen or missing items.
 - d. If the deposit is not sufficient to cover such costs, any remaining amount will be billed as an additional charge under Paragraph 1 above.
 - e. The replacement value of any stolen, missing, broken or damaged items will be used to calculate the amount due.
 - f. Repair costs will be calculated at \$25.00 per hour if conducted by Diamond Oak staff and actual cost of invoices, plus 10%, if repairs are completed by other parties or contractors.
10. Photographs: Renter agrees to let Diamond Oak L.L.C. use photographs taken by Diamond Oak staff and renter's photographer (if authorized by photographer) for marketing and publication.

Seven Days prior to the event: Renter must pay all final amounts due, including the security deposit and provide proof of liability insurance covering all dates the renter and their guests, family, etc., will be on site. In addition, renter must notify Diamond Oak of final schedules for the event, including set up, rehearsal, clean up and Trolley schedules. Renter must notify Diamond Oak of all items renter intends to utilize (example: dishes, glasses, chairs, tables, decorations) for the event and the number of guests expected, to ensure we have time to prepare.

Date of Agreement: _____

Diamond Oak, L.L.C. **Renter's Legal Name (Print)** _____

Renter's Address: _____

City, State, Zip _____

By: _____ **Renter's Signature** _____