



Rental Agreement & Contract for Art's Place with Compass Occasions LLC.

Art's Place is a historic event venue located in downtown Hutchinson. The space has a raw industrial feel that provides a palette for unique events. Renovations highlight the building's industrial past as Nemitz Paint Factory. Original hardwood floors, exposed wood siding, reclaimed sliding barn doors, stained glass windows, and restored neon signage are a few of the architectural details. The space is ideal for intimate events and meetings with 3 separate spaces that can be rented by the hour or rent the entire venue for up to 200 guests. *Due to current guidelines, Art's Place is operating at 50% capacity (maximum 100 guests) and is providing layout options to accommodate social distancing.*

Clients Name:

Client phone number:

Client address:

Client email:

Event type:

Expected guest count:

Date:

Details about rental:

The Shop

The Lounge

The Glass Room

How to secure your date:

1. Please visit our website <https://www.compassoccasions.com/arts-place/> and fill out our [Contact Form](#) to confirm your date & the space(s) you wish to rent are available.
2. If your date & space are available, we will email you a quote & rental agreement. Once received, please mail your rental deposit check, security deposit and signed agreement to:
Compass Occasions
1287 Denver Ave SE
Hutchinson MN 55350
3. Once we receive your deposit check, security deposit & agreement, we will confirm via email that you are officially secured.

The fine print:

Client's rental deposit is non-refundable. Client shall be charged \$50.00 for each returned check. A 3.3% service fee will be applied to all credit card payments. Compass Occasions LLC. reserves the right to book another event until the deposit & agreement are received. Compass Occasions LLC. will not book an event more than 15 months in advance unless otherwise specified. In the event of non-payment, Compass Occasions LLC retains the right to attempt collection through all legal and permissible means. Client will be responsible for all court fees, legal fees and collection costs incurred by Compass Occasions LLC.

Canceling or rescheduling your event:

1. If you cancel your event, you forfeit 100% of your rental deposit. No exceptions.
(Please see our COVID-19 related clause below)
2. Cancellations initiated by the client less than 3 months before the event will be required to pay 50% of the remaining balance. Cancellations initiated by the client 2 months before the event will be required to pay 75% of the remaining balance. Cancellations initiated by the client 1 month before the event will be required to pay 100% of the remaining balance.
3. The contracted date is not transferable. Should the client choose to reschedule, your current contract will be cancelled, deposit forfeited and a new contract and deposit will be required.
4. Should you not show up on the date of your event, all payments will be forfeited.
5. No refunds will be given in cases of inclement weather.
6. All cancellations must be sent to hello@compassoccasions.com

COVID 19 Clause

Cancellations made by Client due to pandemic related guidelines and recommendations are not an exception. In the case that an event cannot be held due to government restrictions, Compass Occasions will allow the Client to reschedule their event once within a calendar year of their event date. A new contract and deposit will be required to secure the new event date. Under no circumstances will clients be permitted to go against government restrictions and guidelines in hosting their event. This includes following maximum guest allowances. **(Currently we are operating at 50% of our maximum capacity and guests are required to wear masks while indoors.)**

Venue rules

Failure to comply with the following could result in a forfeit of your security deposit.

1. No confetti, bird seed, rice, bubbles, smoke machines, smoke bombs, sparklers, helium balloons, open flamed candles (with the exception of birthday cake candles), or glitter inside or outside of the space.
2. No tacks, adhesives (3M strips), nails, staples, glue etc. on walls or ceiling. No holes are permitted anywhere in the building. Additions of decor to wall or ceiling must have previous consent.
3. Electronics & décor cannot be removed from the walls.
4. Guests & vendors are not permitted in the basement under any circumstances.
5. Guests & vendors are only permitted in the spaces they have rented.
6. Guests & vendors are not permitted to move our lounge furniture, change the thermostat, open the windows, open the garage door, or take items & supplies from our closets and shelves.
7. You are not permitted to exceed the maximum guest allowances for the spaces.
 - a. The Lounge (72 people)
 - b. The Shop (72 people)
 - c. Glass Room (40 people)
8. In the event that your event exceeds your rental period, \$50 per half hour per space will be deducted from your security deposit. **Please make sure to include enough time for the set up and tear down of your event in your rental.**
9. Under no circumstances are you permitted to sell alcohol during your event. (Please see our Alcohol section for more details.)

Vendors

1. You are permitted to select any vendor from our preferred vendor list. If you prefer a vendor not included on our list, please email us.
2. In the event that the hired vendor does not carry out their contract to the specifications of the client, Compass Occasions LLC. is in no way responsible. Vendors who are hired by the Client are also bound by the terms of this agreement. Responsibility for enforcement of the terms resides with the Client.
3. If the Vendor uses our catering kitchen, they are required to complete our clean up list. Failure to do so may result in the loss of your security deposit.
4. Set-up time for vendor deliveries must occur during your rental time. This includes, but is not limited to, deliveries of cake, flowers, DJ equipment, decorations, etc. Decorations and other items must be removed immediately following your event. Decorations or personal items may not be for later pickup, unless otherwise coordinated with your event consultant.

Alcohol

1. You must hire a licensed bartending service if you wish to serve hard alcohol during your event.
2. Beer & wine may be brought in by the client to give away at no cost to their guests. Under no circumstances are you allowed to charge for alcoholic beverages.
3. If client purchases their own alcohol, they must provide proof of insurance and assume all liability and responsibility.
4. In the event that the client wishes to bring in their own beer/wine, Compass Occasions will assume no responsibility over any aspect of this. We will not purchase, serve, or clean up any of the alcohol items.
5. No one under the age of 21 is permitted to drink alcohol. Client is responsible to ensure this does not happen. If Compass Occasions LLC. observes under age drinking, police will be notified and the event will be shut down

immediately.

Parking

There are parking options around Art's Place. The parking lot to the North of the building is a city owned lot and limited parking is available. Designated spots indicate overnight parking options. Guests are welcome to park in the city owned lot to the West of the building and along Franklin Street. We are not responsible for lost or stolen items or in the instance a guest is towed.

Animals/Pets

Animals are not permitted at Art's Place, with the exception of service dogs while performing their duties.

Photography Release

By signing the rental contract, the client consents that Compass Occasions LLC. has the right to take photographs of your event. The client also gives Compass Occasions LLC. permission to use these photos in our advertising & social media. You understand there will be no financial or other payment for the use of these images.

Force Majeure

Compass Occasions LLC. shall not be liable in damages for any delay or default in performing if such delay or default is caused by conditions beyond its control including, but not limited to: Acts of God or public enemy, flood, lightning, drought, earthquake, fire, landslide, hurricane, cyclone, tornado, explosion, civil disturbance, pandemic, terrorist act, military action, action of court or public authority, strike, work-to-rule action, go-slow or similar labor difficult, government restrictions (including the denial or cancellation of any liquor, export or other necessary license), wars, in- surrections and/or any other cause beyond the reasonable control of Compass Occasions LLC. Compass Occasions LLC. will exercise commercially reasonable efforts to mitigate or limit damages to you and will, to the extent we are able, continue to perform our obligations under these policies.

Release of Liability

Compass Occasions LLC. are released from liability for any injury, disability or property damage or other claim that might be incurred during or as a result of dancing, alcohol consumption or other physical events at your event. The signor understands and agrees that this operates as a full assumption of responsibility and risk for injury, property damage, and all other claims arising out of your event and this release of claims and liability is intended to be as broad and inclusive as is permitted by the law of Minnesota.

Date: _____

Please sign here: _____

Please mail your contract and deposits to:

Compass Occasions
1287 Denver Ave SE
Hutchinson MN 55350

I have read, understand, and agree to all the terms of this agreement.