

The Urban Farmhouse Room, LLC Rental Agreement

The Urban Farmhouse Room, LLC Rental Agreement (this “Agreement”) is entered into as of _____ by and between _____ (the “Client”) and **The Urban Farmhouse Room, LLC** (the “Owner”).

The Client wishes to rent the space located at 3900 Yankee Hill Road Suite 127 Lincoln, NE 68516 (the “Venue”) from the Owner for the purpose of making and hosting a medium sized event ranging from 2-49 participants (the “Guests”).

Now, therefore, in consideration of the mutual covenants, promises, and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Services

The Owner hereby agrees to rent the Venue for the _____ (the “Event”) to be held starting on _____ [date] at _____ [time] and ending on _____ [date] at _____ [time]. The Owner shall provide tables, chairs, and linens for food and drink service. In consideration for these services, the Client shall pay the Owner the amounts set forth in Section 3 of this Agreement. The Client is solely responsible for any food served or catered at the Event.

2. Term of Agreement

The term of this Agreement shall begin on the date of this Agreement and shall continue indefinitely until terminated as provided in this Agreement. In the event that either party wishes to terminate this Agreement, such party shall provide two (2) weeks advance notice in writing.

3. Event Fees

The Client shall pay the Owner the amounts set forth in Attachment 1 pursuant to the following terms:

A. Security Deposit

The Client shall pay the Security Deposit to the Owner at least two weeks prior to the Event. The Security Deposit is separate from the rental price and may be used by the Owner, in its sole discretion, to repair or replace any property of the Owner damaged, destroyed, stolen or missing. The Client shall have the option to clean (dispose of any trash and wipe down counters) the Venue following the Event. If the Client does not exercise the option to clean the Venue, half of the Security Deposit shall be forfeited by the Client to the Owner as a cleaning fee. Following the Event, the Owner shall return to the Client any remaining balance of the Security Deposit. If the Event is cancelled more than two weeks before the Event and the Client has paid the Security Deposit, then the Owner shall return the Security Deposit to the Client. If the event is cancelled within two weeks of the Event, then the Client shall forfeit the Security Deposit.

B. Reservation Deposit

The Reservation Deposit for the Event shall be one third (1/3) of the total Rental Price. The Client shall pay the Reservation Deposit to the Owner to secure the date. If the Event is cancelled by the Client, then the Client shall forfeit the Reservation Deposit.

C. Remaining Rental Price

The Remaining Rental Price after the Reservation Deposit is applied shall be determined using the worksheet found in Attachment 1. Factors to determine the price include, but are not limited to, the day of the Event, how long the Venue is used for the Event, and whether the Event occurs during a holiday (rate information set forth in Attachment 2). The Reservation Deposit shall be applied to the Rental Price of the Event and the Client shall pay the remaining balance to the Owner no later than seven (7) days before the Event. The Client shall forfeit the remaining Rental Price should the Client cancel the Event with seven (7) days before the Event except as provided by Section 6 of this Agreement.

4. Beverage Services

The Client shall have the option of utilizing beverage services in the form of a Host Bar from the Owner so long as the Client notifies the Owner at least thirty (15) days before the Event. The Client also has the option of utilizing beverage services in the form of a Cash Bar after the Host Bar has been depleted, if the Owner has beverage inventory to sell. The Client may choose to only utilize the Cash Bar, but this requires a Beverage Deposit of \$100 and notification of the Owner at least fifteen (15) days before the Event. The Client shall confirm its order for beverages and pay the price of such requested beverages at least fifteen (15) days before the Event. The cost of these beverage services is set forth in Attachment 3.

A. Service of Alcoholic Beverages

The Owner is licensed by the State of Nebraska to serve alcoholic beverages. The Client acknowledges that the Client and the Client's guests who desire to consume alcoholic beverages are responsible for providing valid identification proving such person is at least twenty-one years of age. If the Client attempts to provide alcoholic beverages not purchased through the Host or Cash Bar provided by the Owner or if the Client provides alcoholic beverages to a minor, the Owner reserves the right to immediately cease all services of alcoholic beverages and/or cease the Event. Should the Event be ceased for reason of the Client or the Client's guests providing alcoholic beverages to person(s) under 21 years of age, then the Client forfeits the entirety of the Client's rental price and any deposits already paid.

B. Conclusion of the Event

Any beverages consumed after the Host Bar has been depleted shall be charged to the Client based on the Cash Bar amounts found in Attachment 3. The Client agrees that any opened bottles are forfeited at the conclusion of the Event. The Owner shall return any unopened bottles from the Host Bar and the Beverage Deposit (if applicable) to the Client within three (3) days after the Event has concluded. The remaining balance of the Client's tab shall be paid within three (3) days of the Event.

5. Client Responsibilities

The Client shall be solely responsible for any property brought to the Event and any loss or damage to such property before, during, and after the Event. Any decoration(s) remaining at the Venue after the Event shall be deemed to be abandoned by the Client and may be disposed of by the Owner unless prior arrangements have been made in writing with the Owner. Flammable material is not permitted near candles or flames. All candles must be contained in glass votive cups or hurricanes. Absolutely no materials are to be hung in the Venue without the knowledge and written consent of the Owner.

6. Cancellation

If the Client cancels the Event or terminates this Agreement, the Remaining Rental Price will be forfeited or returned to the Client in accordance with Section 2 herein. If the Client cancels the Event or terminates this Agreement less than seven (7) days before the Event, the Client shall forfeit any monies already paid with the exception of the Host Bar purchases, which shall be refunded to the Client. In the event beverages have already been purchased with all or any portion of such amounts, the Owner shall return such unopened beverages to the Client in lieu of such amounts paid. If the Event is postponed due to adverse weather, the cancellation penalties shall not apply provided that the Client re-books the Event.

7. Assignment

The Client may not assign or transfer its obligations under this Agreement without the prior written consent of the Owner.

8. Catering

The Client agrees that the Owner is not responsible for the procurement and costs related to any food services. Any food services for the Event must be procured and paid for by the Client outside of this Agreement.

9. Modification of Agreement

Any amendment or modification of this Agreement will only be binding if evidenced in writing signed by each party.

10. Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

The Urban Farmhouse Room, LLC
3900 Yankee Hill Road Suite 127
Lincoln, NE 68516
Phone: 785-250-8385
Email: info@theurbanfarmhouserom.com
Client: _____
[Insert Address]
[Insert Address]
Phone: _____
Email: _____

Each party shall notify the other of any changes to their address.

11. Entire Agreement

This Agreement is the full and complete Agreement. This Agreement supersedes and replaces any prior written or oral agreements between the parties.

12. Limitation of Liability

It is understood and agreed that the Owner will have no liability to the Client or any other party for loss or damage (whether direct, indirect, or consequential) which may arise from the rental of the Venue. The Client will be liable for any material losses or damages to the Owner's equipment, personnel and property in the Venue sustained in connection with the Event; provided, that such amounts shall first be satisfied from any or all of the Security Deposit. The Client agrees that damages resulting from the actions of the Guests shall be treated as if the damages resulted from the Client.

13. Governing Law

This Agreement and all matters arising out of or relating to this Agreement shall be governed by, and is to be construed in accordance with, the laws of the State of Nebraska.

14. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

15. Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

16. Force Majeure

If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, whether or not the underlying circumstance is foreseeable on the date of this Agreement, including but not limited to: war, riots, fire, tornado, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, pandemic, diseases, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under this Agreement, then said failure shall be excused for the duration of the Event.

Prepared by Weibling Entrepreneurship Clinic
April 25, 2019

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the date hereof.

The Urban Farmhouse Room, LLC

Client

By: _____
Corinna Moser, Representative

Name: _____

Sign: _____

Date: _____

Date: _____

Attachment 1

Payment Calculation

Reservation Date: _____

Start Time: _____

End Time: _____

Total Hours: _____

Rate for Reservation:

Rental Price = _____ x _____ hours = \$ _____

Reservation Deposit = Rental Price x (1/3) = \$ _____

Security Deposit = \$ _____

Beverage Service:

*If the Client utilizes a Cash Bar only, then the Client shall pay the Beverage Deposit (\$100).

Beverage Bartender Services = Rate: \$17.00 per bartender x _____ hours = \$ _____

Beverage Deposit = \$ _____

Beverage Order = \$ _____

Attachment 2

| 2021 Pricing Chart | | | |
|-----------------------------|--------------------|----------------------------|-------------------------|
| Day | Rental Rate | Reservation Deposit | Security Deposit |
| Monday | \$75/hour | 1/3 Rental Rate | \$100 |
| Tuesday | \$75/hour | 1/3 Rental Rate | \$100 |
| Wednesday | \$75/hour | 1/3 Rental Rate | \$100 |
| Thursday | \$75/hour | 1/3 Rental Rate | \$100 |
| Friday (until 4 p.m.) | \$75/hour | 1/3 Rental Rate | \$100 |
| Fridays (4 p.m.- midnight) | \$125/hour | 1/3 Rental Rate | \$200 |
| Saturday (before 4 p.m.) | \$100/hour | 1/3 Rental Rate | \$100 |
| Saturday (4 p.m.-midnight) | \$125/hour | 1/3 Rental Rate | \$200 |
| Sunday | \$100/hour | 1/3 Rental Rate | \$100 |
| Holidays* | \$150/hour* | 1/3 Rental Rate | \$200 |
| Wedding Reception – all day | \$1500 flat fee | 1/3 Rental Rate | \$200 |
| All Day Rate M-F (8am-4pm) | \$400 flat fee | 1/3 Rental Rate | \$100 |

* Holidays include: New Year’s Eve, Easter, Halloween, Thanksgiving, Christmas Eve, Christmas, 2nd, 3rd, 4th May Weekends, 1st Weekend June***.

***above May/June weekend times have a minimum of 3.5 hours and are available between either 9:00 a.m. to 1:00 p.m. or 1:30 p.m. to 5:00 p.m. or 6:00 p.m. to 10:00 p.m.

| 2022 Pricing Chart | | | |
|-----------------------------|--------------------|----------------------------|-------------------------|
| Day | Rental Rate | Reservation Deposit | Security Deposit |
| Monday | \$100/hour | 1/3 Rental Rate | \$100 |
| Tuesday | \$100/hour | 1/3 Rental Rate | \$100 |
| Wednesday | \$100/hour | 1/3 Rental Rate | \$100 |
| Thursday | \$100/hour | 1/3 Rental Rate | \$100 |
| Friday (until 5 p.m.) | \$100/hour | 1/3 Rental Rate | \$100 |
| Fridays (5 p.m.- midnight) | \$150/hour | 1/3 Rental Rate | \$200 |
| Saturday (before 5 p.m.) | \$125/hour | 1/3 Rental Rate | \$100 |
| Saturday (5 p.m.-midnight) | \$150/hour | 1/3 Rental Rate | \$200 |
| Sunday | \$125/hour | 1/3 Rental Rate | \$100 |
| Holidays* | \$175/hour* | 1/3 Rental Rate | \$200 |
| Wedding Reception – all day | \$1500 flat fee | 1/3 Rental Rate | \$200 |
| All Day Rate M-F (8am-4pm) | \$500 flat fee | 1/3 Rental Rate | \$100 |

Attachment 3

Beverage Catering:

Host Bar – prices may change without notice. Tax is not included.

Mixed (premium) \$6.00

Wine/Bubbly (house) \$20 (more wine options are available at different price points)

Import / Craft/ Hard Seltzer \$4.00

Domestic \$3.00

Mimosa Bar – 50 for \$150.00 or \$3.00 a glass. 3 juices and fruit garnish included

Bloody Mary Bar – 15 for \$75.00. Garnishes included

Bartender labor is \$17 per hour/ per bartender. Glassware is included in the price.

Cash Bar –

Mixed (premium) \$7.00 each

Wine/Bubbly (glass) \$6.00 each

Import / Craft/ Hard Seltzer \$5.00 each

Domestic \$4.00 each

Bartender labor is \$17 per hour/ per bartender.

Non-Alcohol Drinks – tax not included in price

Iced Tea/Lemonade - \$15.00 for 3 gallon dispenser; plastic cups included

Coffee - \$25.00 for 36 cups; paper cups, sugar, creamer included

Water – \$5.00 for 3 gallon dispenser; plastic cups included (FREE with alcohol beverage purchase).

NOTES/QUESTIONS