

happi *hostess*

CAFE & BAKERY

Rental Contract

This contract for the rental of the venue is made this day, by and between Happi Hostess | Cafe & Bakery, hereafter referred to as the “Owner”, and Client, hereafter referred to as the “Renter.”

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner’s venue, located at 365 Market Street, Clinton, TN 37716 and known as Happi Hostess | Cafe & Bakery, and whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

(1) **EVENT DESCRIPTION / VENUE ACCESS:** The Renter shall have access to and use of the venue based on the booking date and time slot the client reserved on our website at www.happihostess.com. Owner shall provide renter access and owner will be present during the entire length of the event which is located at 365 Market Street, Clinton, TN 37716.

(2) **RENTAL COST:** The full rental fee for the use of the venue which is \$150 per hour (plus tax and a processing fee), as well as a \$350 refundable security deposit (refunded 7 days after event date as long as there is no damages to the premises.)

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(3) DEPOSIT: The Renter shall pay to the Owner the full rental cost listed in paragraph (2) no later than 30 days prior to the event date. \$150 deposit is required to reserve date. The remaining balance and security deposit is due no later than 30 days prior to event.

(4) CANCELLATION: If cancelled more than 30 days out from clients booked date, client will receive a full refund minus \$50 cancellation fee. If client cancels within the 30 days of their booked date there are no refunds (however, the security deposit of \$350 will be refunded.) Client can reschedule with owner but it will be at owner's discretion to determine if reasoning falls under extenuating circumstances. Rescheduling is based on venue availability and owner approval. All cancellations and/or rescheduling requests should be submitted to info@happihostess.com

(5) REMOVAL OF BELONGINGS: Renter shall remove all personal property, trash, and other items that were not present in the venue when renter arrived. A clean up checklist is provided and should be adhere to. If client fails to accomplish such list leaving the owner to complete, an additional fee will apply.

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(6) RETURN OF SECURITY DEPOSIT: Upon Renter's completion of his/her obligations under paragraph (5) above, the Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent, 7 days after event date the monies will be credited.

(7) CATERING/ALLERGIES: If client uses Happi Hostess | Cafe & Bakery for catering at their event, owner is not responsible if client or clients attendees have allergies to an ingredient, or is gluten free at which client did not disclose in a written manner prior to partaking the food. If client or clients attendees have allergies to a certain food, it is clients responsibility to inform owner and owner will give written approval if able to accommodate. Client may have off-site catering delivered for their event, but agrees to remove any food left after event.

(8) UNPAID BALANCE FEES: In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, a late fee of \$10 per day will apply until the balance is paid in full.

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(9) OTHER RULES: Client agrees this is a non-smoking venue. This includes vaping, incense or anything that emits smoke, odor, etc is prohibited inside the venue. Client agrees that max occupancy is 25 guests total, this includes all guests attending and the client who entered into this agreement. At any given time there shall be no more than 25 people present. Exceptions can be made (ie photographer, etc) but a written request by the client must be made to the owner at info@happihostess.com and must be given approval for such request. Client is prohibited from bringing alcohol inside the venue.

(10) LIABILITY: Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

(11) DISPUTES: Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction. In witness of their understanding of and agreement to the terms and conditions herein contained, the owner has signed below and client must check mark box in agreement before booking can be confirmed.