



The Lexington on the Square, LLC
111 S. Lexington Street
Harrisonville, MO 64701
816-605-5213

FACILITY RENTAL AGREEMENT AND CONTRACT

This agreement (“Agreement”) is entered into on _____ 2023, by and between
The Lexington on the Square, LLC located at 111 S. Lexington Street, Harrisonville, MO 64701 and:

Client(s) / Company Corporation Name: _____

Contact: _____ Primary Contact Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Alternate Phone: _____

As consideration to rent **Lexington on the Square** on the date entered above, you acknowledge:

This Agreement is made with respect to the following: Lexington on the Square is an indoor event space which is available for rental for private dinners, receptions, parties, banquets, conferences and similar events. Client wishes to rent the __first Floor or __Upstairs Loft from Lexington on the Square for an event (the Event) per the selected Event Rental and Event Services Package in Addendum I. Additional services are listed, priced and attached as an addendum to this agreement (“Additional Services”). All additional services shall be charged in addition to charges for the Event Rental and Event Services Package. All additional services are subject to and incorporated into the terms of this agreement.

1. Event Space. Based upon the selected package in Addendum I, Lexington on the Square agrees to rent the designated space to Client, and Client agrees to rent the designated space from Lexington on the Square, on the terms and subject to the conditions contained in this Agreement.

2. Event Date(s). The Event Space shall be rented to Client on the Event Date, as indicated in Addendum I (“Event Date”).

3. Advance Event Rental and Event Services Package Payment. Upon signing this Agreement, Client shall pay Lexington on the Square a rental payment in the amount designated in the Addendum I.

a. Advance Event Rental and Event Services Package Payment Refund. Clients advance event rental deposit fee is not refundable. Any additional payments will be refundable if the event is canceled more than 60 days prior to the event. If the event is canceled more than 60 days prior to the scheduled event, the advance rental fee may be transferred to a future event which shall take place within 60 days of the original event date.. If Lexington on the Square cancels the event without cause, Lexington on the Square will refund 100% of all payments received.

4. Security Deposit. Separate from any event rental and event services payments, the Client shall also provide to Lexington on the Square a check or cash for \$500, to be kept on file. Lexington on the Square may apply a security deposit to cover expenses it incurs if excessive cleaning and other services are determined necessary at the conclusion of the event. Lexington

on the Square may also retain the security deposit for damages for which Client is responsible under this Agreement.

5. **Payment Schedule.** A non-refundable deposit of 50% of the Rental Price is due upon signing this contract. The remaining balance, along with option fees and Bar Packages associated with the agreed upon services rendered by Lexington on the Square are due seven (7) days prior to Event.
6. **Payment Method.** The desired payment method should be indicated in Addendum II. Payments should be made to Lexington on the Square, and can be made via cash, check, or credit card. All credit card payments will incur a 3.5% fee.
7. **Credit Card on File.** A credit card shall be stored on-file and given authorization to be charged should payment-in-full for agreed upon services rendered by Lexington on the Square not be received by the scheduled date. This includes payment for any damages incurred by the Customer and any parties associated with the Client. As such, Client agrees to complete the Credit Card Authorization form included in Addendum II as part of this agreement.

I.CONDUCT

- a. Client shall conduct the event in an appropriate manner, and client must ensure that his/her guests, contractors/vendors and other attendees conduct themselves in an appropriate manner, all in full compliance with this Agreement and all applicable laws, codes, rules and regulations of all governmental entities.
- b. Lexington on the Square reserves the right to refuse to serve any person(s) appearing to be under the influence of alcohol or any unlawful substances.
- c. Client and guests shall always use the premises in a considerate manner. Lexington on the Square shall have the right to request any person(s) to leave the premises.
- d. During underage events, such as school dances, in and out privileges may not be granted or be limited. e. Conduct deemed disorderly at the sole discretion of Lexington on the Square staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the event costs shall be made.
- f. The FACILITY is to be cleared of all items and guests within 30 minutes of the conclusion of the event. CLIENT is subject to a \$50 charge for every 30 minutes thereafter.
- g. Guests and vendors must dress in an appropriate manner and refrain from wearing any attire with offensive messaging or images (sexually explicit or racial).
- h.Children must be supervised at all times. Young children should not use the restroom without adult supervision. There is no running in the venue at any time. Children may not climb the baseboard or touch walls. The Host is responsible to communicate conduct expectations to guests.

II.SERVICE FEE & TAXES

- a. If the client is a tax-exempt organization, its tax-exempt certificate must be on file with Lexington on the Square at the time of the execution of this Agreement. If such certificate is not on file, the client shall pay all taxes under applicable law on all sales and services rendered in connection with the Event.

III.ALCOHOL AND BARTENDER POLICY

- a. Beverage and services availability and pricing are subject to change until thirty (30) days before the event, at which time the prices will be finalized and locked in for the event based on expected number of guests. This applies to drink packages.
 - b. Lexington on the Square strictly provides complete alcohol beverage services. Lexington on the Square alcoholic beverage sales are regulated by the state of Missouri and, as a licensee; Lexington on the Square is responsible for complying with the laws and regulations.
 - c. Lexington on the Square requires that **absolutely no liquor**, beer or wine be brought onto the premises from outside sources by client, the client's guests, vendors or contractors. Under no circumstance may alcohol be consumed on the premises, unless purchased through and served by Lexington on the Square staff.
 - d. Lexington on the Square reserves the right to refuse services to anyone.
 - e. **Last call** is 15 minutes prior to the end of the event.
 - f. Missouri's legal drinking age of 21 years old will be strictly enforced.
 - g. Any violation of this policy will result in a \$500 Damage and Incidental Charge, and Lexington on the Square may request that the violator(s) vacate the premises.
 - h. There is a \$50 bartender fee for all events requesting drink service unless the guest has purchased a drink package. (wedding packages include a bartender at no cost).
 - i. Lexington on the Square does not serve shots or doubles with any drink package.
- . Lexington on the Square allows one "signature drink" with drink packages that include no more than 3 ingredients. Ingredients must be standard liqueurs that we carry.

IV.SMOKING / TOBACCO USE

- a. Lexington on the Square is a non-smoking facility. There is no smoking allowed in or about the premises including vaping and

ECigarettes. b. Any violation of this policy will result in a \$500 Damage and Incidental Charge, and Lexington on the Square may request that the violator(s) vacate the premises.

VI.SITE / EVENT DECORATIONS / PHOTOGRAPHY

- a. We ask that only staff of Lexington on the Square rearrange and move any furnishings, including but not limited to tables and chairs.
- b. Decorations must be pre-approved with Lexington on the Square. Glitter and confetti are not allowed (also not allowed inside of balloons). Candles in a container with flame lower than top of the container are allowed. Use of helium balloons as decoration must be weighted in order to prevent them from entangling in HVAC and rafters. Please note: No tape, nails, thumbtacks, etc. are allowed on Lexington on the Square walls. Nothing may be hung from conduit or light fixtures. Nothing should be affixed to windows or doors.
- c. Lexington on the Square has the right to photograph the work area before, during, and after the event. All photographic documentation becomes property of Lexington on the Square which may be used for distribution.
- d. Guests may not stand on any furniture in order to decorate at any time.
- h. Balloon arches must be free standing (not leaning against walls or attached to conduit or light fixtures)
- i. Guests may arrive 30 minutes prior to the event in order to set-up or decorate. Guests may purchase an extra hour of decorating time for \$75.00.

VII.EVENT COORDINATION

- a. Lexington on the Square staff is here to make the event as smooth as possible and is responsible for setting up and cleaning up tables, chairs, bar, and general maintenance.
- b. Other services, such as vendor collaboration or after event cleanup (DJ/floral/ décor/cake), can be arranged through Lexington on the Square or set up by an outside EVENT COORDINATOR who can work directly with staff. Lexington on the Square will perform as a full-service event coordinator for your event for a \$500.00 fee.
- c. The outside EVENT COORDINATOR would work on behalf of the client through a separate contractual agreement and would serve as the point of contact during the event.

VIII.TABLEWARE / GUEST COUNT

- a. Lexington on the Square can provide all tableware settings for your event for a fee.
- b. Final guest count changes must be submitted in writing at least seven (7) business days prior to your event.
- c. No refunds will be given for reductions to guest count after seven (7) business days prior to your event.
- d. There will be an additional fee of \$45.00 for every table that is added after the 7 day “final guest count” deadline.

IX.CEREMONY REHEARSAL

- a. Lexington on the Square will provide a complimentary ONE hour of time to practice in the week prior to the wedding with purchase of the wedding package plus ceremony. Ceremony practice times are NOT guaranteed the day prior to the event. They will be approved and booked through Lexington on the Square staff.
- b. Rehearsals exceeding the complimentary ONE hour will incur automatic additional expenses that will be charged to the credit card on file @ \$125.

X.INSURANCE

- a. All of the Client’s contractors/vendors shall obtain and maintain the following insurance coverage: worker’s compensation, damage bond, employer’s liability accident, general auto liability or any other insurance that may be required by Lexington on the Square.
- b. All such insurance shall include contractual liability for this Agreement and shall name Lexington on the Square as an Additional Named Insured. Evidence of insurance is mandatory.
- c. Unless and until such insurance coverage is provided and delivered to Lexington on the Square, the Client’s contractors/vendors are not allowed on the premises.

XI.LIVE MUSIC/DJ

- a. Limited live music is allowed during an event at Lexington on the Square. If CLIENT’s event creates a disturbance due to high noise volume, Lexington on the Square onsite manager has full authority to ask the CLIENT, DJ or live music presenter to turn the entertainment down and/or off.
- b. If repeated disturbances are created, at Lexington on the Square staff discretion, CLIENT may be expelled from the premises or the offending noise will be ended.
- c. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to the CLIENT. Any violation of this rule may result in \$500 Damage and Incidental Charge. All entertainment must produce proof of appropriate insurance.

XII. INCLEMENT WEATHER

- a. In the case of inclement weather, the Client will notify Lexington on the Square by 9:00 am, the day of the event.
- b. The Event is NON-REFUNDABLE, but can be rescheduled within sixty (60) days of the event and will be equal or greater to the event cost.

XIII. CLEANING, TRASH AND EQUIPMENT REMOVAL

- a. Lexington on the Square will be in a clean condition with tables set prior to your event. Within thirty (30) minutes following the event, you are required to return the space to a reasonably clean condition. (Excess trash i.e. gift wrap, boxes, and personal items) must be removed or be charged \$200 Damage and Incidental fee. *Lexington on the Square staff with strip tablecloths and clear tables of cups and plates. Guests should not remove table linens.
- b. All rental equipment must be removed immediately following your event.
- c. Staff will inspect linens at the conclusion of the event. Damaged or excessively stained linens are charged at \$35 per linen.

XIV. LATE PAYMENT AND RETURNED CHECKS

- c. 8.5% late fee is assessed on all late payments. Payment is due no later than (7) days prior to the event.
- d. If a check is returned or a credit card is declined, there will be an additional \$50.00 charge and all future payments must be made by cashier's check or money order.

XV. LEFT ITEMS OR LOST ITEMS

- a. Lexington on the Square takes no responsibility for personal possessions left on premises during or after any event.
- B. Lexington on the Square bears no responsibility to any car left on the public street overnight. Lexington on the Square does not have private parking and bears no responsibility for cars parked on city streets.
- c. Lost and found items recovered will be held for 10 days. Every attempt will be made to return any recovered item to its rightful owner.

XVI. SECURITY AND SAFETY

- a. Animals are not permitted on the premises unless defined as a service animal by law. Children must always be supervised by an adult. Any guest who is acting unruly will be asked to leave.
- B. Children may not crawl under tables, run, throw items, pop balloons, or stand on baseboards at any time. Young children must be supervised in the restrooms at all times.

XVII. OUTSIDE CATERING

- a. Lexington on the Square allows guests to contract with licensed caterers. We provide a designated area for caterers to work and prepare for service (no cooking or warming). Lexington on the Square will provide up to (2) 8 ft tables with linens for buffet food set-up. Additional service tables and linens can be rented for \$25 per table. Caterers should set-up all food and stay on site to refill food items, clear tables, and clean up. If the caterer does not stay on site, Lexington on the Square staff can act as the catering staff for a fee of \$250. *Lexington on the Square does not provide tableware with this service. Guests can provide their own tableware or rent from Lexington on the Square.
- b. Guests may bring in their own food. There is a \$25 trash service fee.

Lexington on the Square

RENTAL AND EVENT SERVICES AGREEMENT

Addendum I Event Date, Event Rental Package, Additional Services, and Event Pricing

Client/Event Name: _____

50% Rental Fee: \$ _____

Refundable Security Deposit \$500 check or cash *Security deposit due 7 days before event

Specify the Event Rental Date and Event Service Packages

Today's Date: _____

Date of Event: *Day, month, date, year _____

Time of Event: _____

Contact Person _____ Cell Number _____

Special Instructions _____

OPTIONS:

Bar Packages: _____ # of guests _____

Non-Alcoholic Drink Package _____ #of guests _____

Tableware: Package _____ Price per setting _____ Total _____

_____ Linen Upgrade: Price per table _____

Total _____

Additional extra:

_____ Price _____ Total _____ Extra _____

Hours: Price per extra hour _____ Total _____

Champagne Toast per person _____ Total _____

Dessert Packages: Package _____ Price per _____

person _____ Total _____ Catering _____

Package _____ Total _____

*Ceremony option _____

All events include an Event Staff, Room Set Up & Tear Down

Room accessible 30 minutes prior to event

Addendum II Payment Method and Credit Card Authorization Form
Brick & Mirth accepts payment via cash, check, or credit card

Credit Card Authorization Form

A credit card from the Customer shall be kept on file, which will be used for payment of services rendered as agreed upon Addendum I. In addition, this credit card will be used to pay any amounts not paid by the scheduled date(s). By signing this form, you give Lexington on the Square permission to debit your account for the unpaid amounts. This permission does not provide authorization of debits or credits to your account that are unrelated to terms indicated in this agreement.

I, _____, authorize Lexington on the Square to charge the credit card indicated in this authorization form, according to the terms outlined in this agreement. This payment authorization is for the event described in Addendum I and II. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated.

Visa Mastercard AMEX Discover

Cardholder Name: _____ Phone: _____

CC#: _____ Exp. Date: _____ CVV: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

By signing below, Client acknowledges and agrees to the terms and conditions of this contract:

Customer Signature _____ Date: _____

Venue Representative _____ Jennifer Rugh _____ Date: _____

Date of Event: _____

