

RENTAL AGREEMENT - ECLECTIC COTTAGE GARDEN

This contract for the rental of Eclectic Cottage Garden, located at 1565 Simms St., Lakewood, CO 80215 ("Garden") and is made this ____ day of _____, (date) by and between Eclectic Cottage, a Colorado Corporation, hereafter referred to as the ("Owner, including its principal and authorized employees") and _____, ("Renter").

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Garden , on ____ day of _____(date) from ____ to ____ (times), and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants;

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

The Renter shall pay to the Owner the sum of \$100 at time of contract signing. This reservation deposit is nonrefundable, but will be credited to the total rental cost. The remainder of the balance due, \$_____, must be paid to the Owner twenty four (24) hours before the event is to occur. If advance payment is not received, Renter will not be able to access the Garden.

Renter shall provide to the Owner a valid credit card for damages/security hold. Owner will communicate damage/ security issues with Renter within 48 hours of the end of the event held in the Garden. If no damage/security issues were incurred, the credit card on file will be destroyed. Renter is responsible for any and all damages incurred to the venue.

Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter began its occupancy. Renter shall vacate the venue by _____ am/pm on the day of the event.

If the event is cancelled by Renter, the Owner will refund any monies paid minus the \$100 non-refundable reservation deposit. In the unforeseen event that Owner must cancel an event, all monies will be refunded and/or the event will be rescheduled.

Renter assumes all risk of any kind in the use, operation and possession of the Garden, including all risk of loss or damage to the Garden, or to persons or other property. Renter agrees that Eclectic Cottage shall not be liable for any damages, claims, or causes of action

whatsoever, for any injury, loss, cost or expense, whether to person or property arising from the occupancy or use of, or in any way connected with the Garden from whatever cause. Renter agrees to indemnify, defend and hold Eclectic Cottage, its officers, directors, employees, and agents harmless for any and all liability of any nature whatsoever arising out of or associated with the occupancy or use of the Garden. Renter further agrees to indemnify and hold Eclectic Cottage, its officers, directors, employees, and agents harmless for all damages to third persons or their property resulting from Renter's occupancy or use of the Garden, including any and all attorney's fees and costs associated with any claims arising from such damages.

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act in the Garden or premises of Eclectic Cottage. The Garden is a drug-free, including cannabis, and non-smoking area at all times, with NO EXCEPTIONS. Renter shall not serve alcohol to minors in the Garden or on the premises of Eclectic Cottage at any time and must ensure alcoholic beverages are consumed in a responsible manner by Renter and Renter's guests whether in the Garden or on the premises of Eclectic Cottage. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and Renter's guests shall use the premises in a considerate manner at all times. Owner, in its sole discretion, may request Renter to expel anyone who, in Owner's judgment, is acting inappropriately, or in a disorderly manner. Renter will immediately ensure the guest is removed from the Garden and Eclectic Cottage premises. Further, Owner, in its sole discretion, may require the event to be terminated due to the behavior of Renter or Renter's guests, at which time Renter will cause all guests to leave the Garden or Eclectic Cottage premises. There will not be any refund if Renter is made to leave the Garden or Eclectic Cottage premises; all payments will be forfeited. Owner, in its sole discretion, reserves the right to expel anyone who, in its judgement, is intoxicated or under the influence of alcohol or drugs, or who is participating in any act jeopardizing the rights, use, or insurability of Owner or the safety of its staff or building contents, or is otherwise acting inappropriately or in a disorderly manner. Law enforcement will be called at the discretion of Owner and/or staff as warranted.

Every effort will be made to allow Renter to prepare decorations reflecting their creative requirements. Only the staff of Eclectic Cottage Garden may rearrange or move furnishings, including artwork, lighting, antiques, or seating. No nails, screws, staples, or penetrating items may be used on our walls, fence, or building. No gummed backing materials, no glitter, no silly string, no poppers, no flammable objects, no confetti, no spray paint, no firecrackers. Owner will provide any flammable candles or chiminea, which is to be controlled by staff only.

Signed on this _____ day of _____, _____.

Crystal Ranker, Owner, Eclectic Cottage

Renter

Renter (if more than 1 responsible party)

RESERVATION DEPOSIT AUTHORIZATION

Account Type: ___ Visa ___ MasterCard ___ AMEX ___ Discover

Name: _____

Billing Address: _____

Cardholder Name: _____

Account Number: _____

Expiration Date: _____ (MM/YYYY)

CVV2 Number: _____ (3 digit # on the back of Visa/Mastercard or 4 digits on front of AMEX)

I authorize Owner (Eclectic Cottage) to charge the credit card indicated on this authorization form according to the terms outlined in this Rental Agreement. This payment authorization is for the event dates identified in this Rental Agreement. I certify that I am an authorized user of the credit card and that I will not dispute this payment with my credit card company, so long as the transaction corresponds to the terms indicated in this Rental Agreement.