



This Rental Agreement – made and entered into as of the date set forth below, by and between Pretzel Arena, a West Virginia limited liability company and _____ (Lessee(s)).

Contact Person _____

Phone Number _____

Type of Event _____

Whereas, lessee(s) desires to rent the facility from Pretzel Arena on the terms and conditions set forth herein and Pretzel Arena is willing to rent the facilities on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

1. **Facilities: Event: Date: Rate:**

Pretzel Arena shall make the David Allen Pretzel Pavilion available for purposes of a Wedding, Reception, Birthday Party, Reunion, Shower, etc. (the event). Upon execution of the Agreement and payment of the required deposit, the David Allen Pretzel Pavilion shall be reserved for Lessee on the Date of _____ Times: _____

Packages available

- **Wedding/Reception rental- \$1100.00** Use of the David Allen Pretzel Pavilion, restrooms and parking areas.
- **Birthday Party, Reunion, Shower, etc. - \$200.00 (over 3 hours, add \$50.00 an hour)** Use of David Allen Pretzel Pavilion, restrooms and parking area.

Add ons...

- **Concession Stand - \$200.00** Lessee may use utensils and cookware only if washed and put away after use. Lessee may NOT use any disposable items (paper products, Styrofoam containers, etc.). If Pretzel Arena staff find that products have been used or taken, it may result in loss of deposit.
- **Pond/Deck area - \$350.00** (for weddings) – All decorations, chairs, etc. must be removed following the event. No streamers, confetti, rice, balloons, debris or garbage are to be left once the event is over. If Pretzel Arena staff must clean the lawn and pond area, this may result in loss of deposit.
- **Alcohol consumption on premises - \$400.00**

Ice will be available for sale @ \$5.00 a bag for a 22lb. bag. If Lessee would like to have ice, please let Pretzel Arena staff know so that it can be made available to you. There will be a lock on the ice box unless arrangements have been made prior to event.

2. **Deposits** – Booking deposits are required to confirm your date and must be sent back with this signed agreement within 14 days of the date contract was generated, unless other arrangements have been made.
 - a. A booking deposit of \$150.00 for Weddings/Receptions, or \$50.00 booking deposit for Birthday Parties, Reunions, Showers, etc. (make checks payable to Pretzel Arena LLC) shall be included with the signed agreement to reserve the facilities described in this agreement. This fee is required to cover Pretzel Arena’s expenses should the lessee(s) not leave the site in the same or better condition than when they arrived on the property. The deposit will be refunded to the lessee(s) in full once a site inspection is completed following the event.
3. **Final payment**– It is understood that the lessee(s) shall pay the full rental amount seven (7) days prior to the event date unless other arrangements have been made and agreed upon.
4. **Cancellations** – Should you choose to cancel your event; the booking fee is non-refundable. However, you may transfer to an alternate date within six (6) months depending on availability if desired. Cancellations or change of date must be in writing.
5. **Indemnification** – The lessee(s) and any vendor working on Pretzel Arena property shall be required to also hold harmless, indemnify, and defend Pretzel Arena, to the maximum extent allowed by law, from any and all liability arising from Vendors’ use of Pretzel Arena, including the payment of Pretzel Arena’s reasonable attorney’s fees and costs incurred in defense of any actual or alleged liability. Indemnification forms will be included with this signed contract and deposit. It is the responsibility of the lessee(s) to have any vendors working on Pretzel Arena property for their event to have a form signed, if no such form is signed the lessee(s) assume any liability associated with that vendor(s) working on Pretzel Arena property.
6. **Use of Property** – Rental of the site includes the use of the entire inside of the Pavilion, restrooms and parking areas. No events may take place or are allowed to be set up on the lawn area unless prior approval is granted. Use of the property is available from 8:00 am to Midnight, unless discussed and approved prior to the event.
7. **Open Flame** – Pretzel Arena prohibits any cooking underneath the pavilion, buffet lines are allowed.
 - a.) Cooking must be limited to surrounding gravel areas or the kitchen concession area.
 - b.) All catering companies must be self-contained with hot boxes or have the ability to prepare and cook meals within the constraints in section (a).
 - c.) Kitchen trailers/vendors are allowed to park in the designated parking lot only.
 - d.) Fire extinguishers are placed near the stage and in concession stand. All vendors are required to have knowledge of use.
8. **Smoking** – Vendors, staff and guests must follow the smoking policy. No smoking inside the kitchen concessions or bathrooms. Smoking may be allowed outside the pavilion and all cigarette butts must be removed. Anyone found smoking within the kitchen concessions or bathrooms will resort in the immediate loss of your deposit.
9. **Rehearsals**– Wedding rehearsals may be scheduled prior to the event.

10. **Pets** – Pets are allowed and must be cleaned up after on Pretzel Arena property. Pets must be contained at all times when on property and under control. No pets in the pavilion or in the concession stand. If a pet is considered a danger to persons attending the event, Pretzel Arena reserves the right for the immediate removal of the animal.
11. **Vendor Policies** –The lessee(s) is fully responsible for vendors regarding clean up, garbage removal, conduct and damage or excessive cleaning for Pretzel Arena staff. Lessee(s) will be solely responsible and may be charged and/or lose all claim to refundable deposit. Pretzel Arena is not responsible for any vendors, approved or not, for fulfilling contracts, obligations, refunds, or conduct. Please make sure to read each vendor contract carefully and that they meet the requirements to work at the David Allen Pretzel Pavilion.
12. **Deliveries and Pickup** – Unless lessee(s) is using approved Pretzel Arena equipment, all rental items and vendor equipment must be removed at the end of the event, unless discussed and approved with Pretzel Arena prior to the event.
13. **Noise Level** – Amplified music must be maintained within the time limits stated above and Pretzel Arena staff are authorized to lower sound provided by Band or DJ if deemed too loud.
14. **Alcohol Consumption** – **is allowed onsite if the additional \$400 fee is paid to Pretzel Arena prior to the event.**
 - a.) Vendor’s staff may not consume alcoholic beverages while on the property during an event.
 - b.) Legal drinking age in the state of West Virginia is 21 years old.
 - c.) Bar Staff and Pretzel Arena staff are authorized to close the bar down if alcohol consumption becomes a dangerous situation and is the cause of damage to the property.
 - d.) The Lessee(s) assume all risk and liability, and releases Pretzel Arena from liability pertaining to the consumption of alcohol and actions by those attending the event.
14. **Cleaning Procedures** – Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There are no garbage disposals.
 - a.) All garbage must be removed from property immediately following the event, this is not Pretzel Arena’s responsibility and the Renter(s) will be charged any related expenses if it is not removed.
 - b.) Restrooms - garbage must be taken out and facility appear as it did when you arrive.
15. **Decorations** – All Decorations must be approved by the Pretzel Arena staff.
 - a.) No tape (exception Shurtape), nails or staples can be used on building surfaces. Wire, floral wire, non-stick tape is allowed.
 - b.) Candles may only be used cautiously and not near any wood materials. If using candles, they must be stationary and enclosed in non-flammable containers. Battery operated tea lights are recommended.
 - c.) No confetti, glitter or non-organic substance may be used for decoration or thrown during the event. Bubble machines are permitted. Rose petals may only be used for decorating purposes, and must be cleaned up entirely at the end of the event.
16. As the Lessee(s), you will be responsible for the conduct of all guests and will be liable for any damage to the premises (inside and outside) of its contents, including tables, chairs, fixtures, or equipment with the exceptions of breakdowns due to normal wear and tear. **Standing on chairs or sitting/standing on tables is prohibited.** It is understood and agreed that should your group fail to adhere to all rules, policies and conform to the proper use of the building, Pretzel Arena may, at its discretion, terminate this agreement and require the renting parties to vacate the building (during the

