



**This Rental Agreement** – made and entered into as of the date set forth below, by and between Pretzel Arena LLC and

Lessee(s) \_\_\_\_\_

Contact Person(s) \_\_\_\_\_ / \_\_\_\_\_

Phone Number \_\_\_\_\_ / \_\_\_\_\_

Address \_\_\_\_\_

Type of Event \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

The 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.

Pretzel Arena shall make the David Allen Pretzel Pavilion available for purposes of a Wedding, Reception, Birthday Parties, Reunions, Showers, 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 noted and agreed upon.

- **Wedding/Reception rental- \$1500.00** Use of the David Allen Pretzel Pavilion, restrooms, parking areas, lawn, coolers, refrigerators, wash basins and office area. The facility will be available two (2) days prior to the wedding date for rehearsals and decorating (3 days of use)
- **Birthday Party, Reunion, Shower, etc. - \$200.00** Use of David Allen Pretzel Pavilion, restrooms, lawn, coolers, refrigerators, wash basins, office area and parking area.

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 the event.

**Deposits** – Booking deposits are required to confirm your date and must be sent back with this signed agreement within 14 days of the date this contract was generated, unless other arrangements have been made. 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.

**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.

**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.

**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. It is the responsibility of the Lessee(s) to have any vendors working on Pretzel Arena property for their event to provide proof of insurance. The Lessee(s) will also need to contact their personal insurance company to be sure they are covered for their event.

**Cooking/Catering/Food** – Pretzel Arena prohibits any cooking underneath/inside the pavilion. Buffet lines are allowed.

- a.) Cooking must be limited to surrounding gravel areas.
- b.) The Lessee(s) and/or their preferred hired Catering Company(s) must be self-contained and/or have the ability to prepare and cook meals outside of the Pavilion.

**Smoking** – Vendors, staff and guests must follow the smoking policy. No smoking inside the pavilion, kitchen, office area or restrooms. Smoking is only allowed outside the Pavilion (in the gravel) and all cigarette butts must be removed.

**Pets** – Service Animals ONLY are permitted on the property.

**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.

**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.

**Noise Level** – Amplified music is allowed. However, please be considerate of our neighbors.

**Alcohol Consumption – Please inquire with Joni Bryte**

**Cleaning Procedures** – Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There is no garbage disposal.

All garbage must be removed from property immediately following the event, this is not the responsibility of Pretzel Arena and the Renter(s) will be charged any related expenses if it is not removed. The facility is to appear as it did when you arrived.

**Decorations** – No tape, nails or staples can be used on building surfaces. Wire, floral wire and non-stick tape is allowed.

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 the 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 event if necessary), forfeiting any and all fees and monies. Again, this is to ensure the safety of all guests and to protect the premises.

Pretzel Arena shall **ONLY** be used for the purpose stated above and **ONLY** by the person(s) or entity designated as the Lessee(s). **NO illegal activities, including, but not limited to, use of illegal drugs or anyone under the age of 21 found consuming or in possession of alcohol.**

Pretzel Arena will not be responsible for lost or stolen items or damage to anything including, but not limited to the parking area. (ex. Car, slip and fall).

Pretzel Arena is not held liable for events not being held due to uncontrollable circumstances or acts of God.

**I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies, the event may be immediately terminated by Pretzel Arena, in its sole discretion, and/or all deposits made retained by Pretzel Arena. I understand and agree that, in addition, I/we will be responsible and liable to Pretzel Arena for any costs exceeding the amount of the retained deposit.**

Lessee(s) (Print name(s)) \_\_\_\_\_

Lessee(s) Signature(s) \_\_\_\_\_

Date... \_\_\_\_\_

Please make check payable to Pretzel Arena LLC

You can mail in your deposit or full amount, whichever you prefer.

Mail your signed check and contract (send in first page and signature page, keep remaining part of the contract to look back on for future reference of rules and regulation) to...

Pretzel Arena LLC  
2219 Glade Farms Rd  
Bruceton Mills, WV 26525