



Client/Renter Name: _____ Phone: _____

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

Primary Contact: _____ Phone: _____ Email: _____

Secondary Contact: _____ Phone: _____ Email: _____

Event Name*: _____

For use of the event space on the date and time stated below, a rental fee of \$_____ including Indiana state sales tax (7%), unless tax exemption certificate is provided, will be charged and will include the items/equipment listed below.

Rental Classification: _____

Event Date: _____	_____ Event Hours
Event Space(s): _____	_____ 60" Round Tables
Set Up Time*: _____	_____ 48" Round Table(s)
Start Time*: _____	_____ 72"x30" Rectangular Tables
End Time*: _____	_____ 85"x85" Linens for 60" Round Tables
Wrap Time*: _____	_____ Mahogany Chiavari Chairs with Ivory Cushions
Type of Event: _____	_____
Guest Count*: _____	_____

A deposit of fifty percent (50%) is needed to confirm the event date and space(s). The total remaining balance will be due thirty (30) days prior to the event date. Cash, check, and all major credit cards† are accepted. Checks should be made to "The Refinery".

Rental First Payment:	Date: _____	Amount: _____	Method: _____
Rental Final Balance:	Due Date: _____	Amount: _____	Method: _____
Additions Deposit:	Date: _____	Amount: _____	Method: _____
Additions Final Balance:	Date: _____	Amount: _____	Method: _____
Rehearsal‡:	Date: _____	Amount: _____	Method: _____

By signing this agreement, the Client acknowledges and accepts the rental guidelines and agrees to the terms and conditions outlined within the rental agreement and guidelines.

Client/Renter: _____ Date: _____

Acknowledged by The Refinery: _____ Date: _____

*Adjusted and finalized at the thirty day out meeting. †Finalized and officially scheduled at the thirty day out meeting with payment.
 ‡A convenience fee of four percent (4%) will be added to any amount processed by credit card without the card and cardholder present.
 This rental agreement will be used as a working document. As details are confirmed for your event they will be noted on this form.



RENTAL GUIDELINES

1. PRICING AND EVENT TIMING

For events occurring on Saturday:

Refinery North or Refinery South: \$3500

Courtyard: \$500 with rental of Refinery North or Refinery South

Entire Facility: \$6000

For events occurring on Sunday or after 5:00PM on Friday:

Refinery North or Refinery South: \$3000

Courtyard: \$500 with rental of Refinery North or Refinery South

Entire Facility: \$5500

The standard rental period for events occurring Saturday, Sunday, or after 5:00PM on Friday is five (5) hours of event time [six (6) hours with entire facility rental] and a guaranteed three (3) hours set up and one (1) hour break down, for a total of nine or ten consecutive hours, unless noted in the rental agreement. Event time begins at the anticipated guest arrival time.

For events ending before 5:00PM Monday through Friday:

Refinery North or Refinery South: \$750

Courtyard: \$500 with rental of Refinery North or Refinery South

Entire Facility: \$1500

For events occurring Monday through Thursday after 5:00PM:

Refinery North or Refinery South: \$1250

Courtyard: \$500 with rental of Refinery North or Refinery South

Entire Facility: \$2400

The standard rental period for events occurring after 5:00PM Monday through Thursday or ending before 5:00PM Monday through Friday is four (4) hours of event time with a guaranteed two (2) hours set up and one (1) hour break down, for a total of seven (7) consecutive hours, unless noted in the rental agreement. Event time begins at the anticipated guest arrival time.

All rental fees are subject to all current state and local sales tax. Tax exempt organizations must be paying The Refinery directly and must provide tax exemption documentation when the rental agreement is signed in order to receive this exemption

CLIENT INITIALS: _____

Additional event hours may be added at any time before or during the event at a rate of \$300 per hour. Additional hours added during the event are subject to approval by the venue manager on duty, as well as the caterer/bartender and any other event vendor affected. All events must end by 2:00AM the morning following the start of the event.

Additional set up hours may be purchased at a rate of \$150 per hour or \$500 per day. Additional set up hours are based on availability. Additional set up time may be purchased between the hours of 10:00AM and 5:00PM consecutive to the event date.

The Refinery reserves the right to raise rental fees on holidays, days adjacent to holidays, and days of our discretion (ex: Thunder Over Louisville, first Saturday in May and previous Thursday and Friday {Derby Week}, Sunday before Memorial Day, Fourth of July, Sunday before Labor Day, New Year's Eve, etc.). Rental fees will not increase after the execution of a rental agreement. Please contact the office to obtain holiday pricing.

Prices are subject to change without notice prior to the execution of a rental agreement.

2. PAYMENT PROCEDURES

The Refinery requires prepayment of event costs before any event occurs. A fifty percent (50%) non-refundable first payment is required at the time of contract signing in order to reserve the event space on (a) specific date(s). The non-refundable first payment will be applied to the total balance due. The remaining balance is due thirty (30) calendar days prior to the event; at this time a completed credit card authorization form will be required. An invoice will be sent for any costs incurred after the final balance has been paid. Additional charges may be incurred for a variety of reasons such as: additional hours added at the event, unscheduled docking fees, last-minute changes affecting personnel schedules, numerous revisions, and damage to facilities, among others. The invoiced amount will be charged to the credit card on file the following day after the invoice has been sent.

Visa, MasterCard, Discover, and American Express are the only credit cards accepted. Charges may appear as "The Refinery" or "Fleur de Lis Events & Design." A convenience fee of four percent (4%) will be applied to all credit card transactions, when the cardholder and card are not present at the time of transaction for the card to be swiped; this includes phone orders or transactions processed with the credit card authorization form. Other forms of payment include cash, check, money order, or certified check. All checks should be made out to "The Refinery."

All payments made, including first payments and subsequent payments, are non-refundable.

All payments made within fourteen (14) calendar days of the event, must be paid with cash, certified check, or credit card. In the event full payment is not received by the last business day prior to the event date, the Client acknowledges and agrees that The Refinery and Fleur de Lis Events and Design LLC shall have no further obligation to the Client; therefore, canceling the event without the return of any payments or option to rebook.

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The Refinery reserves the right to assess finance charges on any amount unpaid (including damages, additional hours, etc.) when due at an interest rate of three percent (3%) per month (i.e., thirty-six percent {36%} per annum) until paid in full. In the event any check is returned for insufficient funds, a returned check fee of \$100.00 will be imposed. The client will be responsible for all costs incurred in the collection of delinquent accounts, including reasonable attorney fees.

Events booked within thirty (30) calendar days of the event date must be paid in full at the contract signing. The amount paid is non-refundable and additional payments are subject to the guidelines contained herein.

3. HOLDS

Rental spaces may be put on a five (5) business day hold without first payment. If a signed contract and first payment are not received within five (5) business days, the hold will be released. Note: The Refinery reserves the right to release the hold, after five (5) business days with or without notice.

4. CANCELLATIONS

All payments are non-refundable.

Should the event be canceled by the client, the client will have the opportunity to rebook a future event, applying all monies paid to a new agreement subject to any price and guideline changes, as long as the new event date is booked before the original event date. After the original event date has passed, all monies and opportunity to rebook will be forfeited. The client will only be able to cancel and rebook one time.

If the event is canceled by the client thirty (30) calendar days or fewer before the event date, the client is responsible for any remaining balance and will have no option to rebook.

All cancellations must be confirmed in writing by the client/renter listed on the rental agreement. Once intent of cancellation has been received by The Refinery, a cancellation document will be sent for acceptance. The date of cancellation will be determined as the date the cancellation document is received back from the client.

If any event is to be canceled or postponed due to extreme weather conditions, The Refinery must be notified at least twenty-four (24) hours in advance, if at all possible. The client will then be able to reschedule, without penalty, for another available date within six (6) months of the original event date.

5. GENERAL GUIDELINES

The Client is responsible for all arrangements for food and beverage, decorations, entertainment, equipment needs, event coordination services, and other event related services. All vendors and contact information must be provided to The Refinery at least thirty (30) days prior to the event.

Any requests for technological services (phone line, wireless internet, etc.) must be made in advance and may be provided for a charge.

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If the Client's event requires a permit or license from any local or state government entity, the Client agrees that it will secure all necessary permits/licenses at the Client's expense. Furthermore, it is the responsibility of Client to know if a permit is needed for the hosted event. All special event permits and licenses need to be provided to the venue at least twenty-four (24) hours before the event start time.

All other guidelines listed herein are the responsibility of the client.

6. SET UP AND CLEAN UP

All standard space set up and clean up will be provided. A floor plan must be completed at least thirty (30) days prior to the event. All décor, rentals, equipment, and event related items are to leave the premises immediately following the event; The Refinery and Fleur de Lis Events and Design LLC are not responsible for items left after the event. A minimum fee of \$300 will be applied if the space has not been properly cleared post-event which includes, but not limited to, trash, boxes, decor, rentals, and other items without prior approval.

7. VENUE MANAGERS

A representative from The Refinery/Fleur de Lis Events and Design LLC will be available throughout the length of your event. The venue manager will have final say on all matters dealing with or concerning the venue and property including, but not limited to, sound levels and occupancy levels.

8. COURTYARD

The Courtyard may be added to any individual space rental as detailed in Section 1; the Courtyard cannot be rented independently and is rented on a first come, first served basis. Access to the Courtyard is not permitted for any reason unless rented. Chiavari chars included with the rental of Refinery North or South are not permitted for use in the Courtyard. Chairs for the Courtyard may be rented from The Refinery at a cost of \$1.50 per chair.

Tents are permitted in the Courtyard but can only be contracted through The Refinery. Should a client wish for a tent, a quote will be provided for the client to review; a deposit must be received for a tent to be held for the Client. Tents are subject to availability and must be confirmed at least one (1) week prior to the event. The Refinery will secure the needed tenting permits and will oversee the installation and removal of the tent. In the event a tent is installed and lightning is present within one (1) mile, the tent must be evacuated until the impending weather has passed. The venue manager on duty will have final say as to when evacuation and/or entry can occur.

In the event the Courtyard is not usable due to weather, no refunds or further accommodations will be made. If the Client wishes to have a back up location to the Courtyard and has not rented the entire facility, the Client may choose to rent the available area at the rate difference between the rented event spaces and the entire facility rate when the rental agreement is signed.

Smoking in the Courtyard is permitted as long as no tents are erected and all butts are properly disposed in the provided smoker's receptacles. Should a Client choose for the Courtyard to be smoke-

CLIENT INITIALS: _____

free, the Client must inform The Refinery at the 30 day out meeting so that the smoker's receptacles can be removed and signage installed.

9. REHEARSALS

Rehearsals for ceremonies may be scheduled based on the availability of the venue. There is a \$100 rehearsal fee and the Client will be guaranteed at least one (1) hour of rehearsal time. A rehearsal request may be placed at anytime after the execution of this agreement, but will be subject to availability until (30) days prior to the event date.

10. PARKING

Parking is included with all rentals at The Refinery. Parking is based on a first come, first served basis and parking spaces can not be reserved. There are approximately 1,032 parking spaces available within Water Tower Square (the property on which The Refinery resides). All parkers must abide by all posted placards. The Refinery is not responsible for any incidents that may occur in or because of parking at The Refinery/ Water Tower Square.

Events booked on the date of Thunder Over Louisville will be provided with one hundred (100) parking vouchers that may be used at Water Tower Square in accordance to their terms and conditions (i.e. no in-and-out parking privilege). The client will be responsible for distributing the passes to their vendors and attendees prior to the event date. Additional parking passes may be available for purchase at an additional cost. Guests attending an event at The Refinery on Thunder Over Louisville who do not have an authentic parking pass will not be allowed to park at Water Tower Square.

11. INSURANCE

All renters of the venue are strongly encouraged to have event insurance, but it is not required. Please know the Client is responsible for all actions of their guests and vendors. Any damages caused by guests or vendors will be the responsibility of the Client.

All vendors are required to furnish a Certificate of Liability Insurance naming "Fleur de Lis Events and Design LLC dba The Refinery, and all its members, agents, servants and employees as additional insureds on a primary and noncontributory basis." The certificate of liability should be in the amount of at least \$1,000,000. Please use the following address/e-mail and send all certificates to: *The Refinery, 500 Missouri Avenue, Jeffersonville, IN 47130; info@therefineryevents.com.*

Copies of insurance documentation must be on file at least fourteen (14) calendar days prior to the event date. Failure to provide necessary documentation will result in the vendor operating at the risk of the Client; therefore, all damages and incidents will be placed on the Client. The Refinery and Fleur de Lis Events and Design LLC may not be held liable for damages or incidents caused by the Client, guests of the Client, or the Client's contracted/non-contracted vendors before, during, or after event.

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12. SECURITY

Security personnel will be required for events hosting more than 400 guest and will be the responsibility of the Client. Confirmation of additional security must be provided at least thirty (30) days prior to the event.

13. DAMAGE

Any damage to The Refinery, Fleur de Lis Events and Design LLC property, or Water Tower Square beyond normal wear and tear will be billed to the Client. The Client is responsible for the repair and/or replacement cost associated with such damage. Any damage done to the fountain(s) will be billed to the client; this damage includes but is not limited to foreign objects, drinks, food, or bodily fluids being placed in the fountain.

14. COPYRIGHT

The Refinery and Fleur de Lis Events and Design LLC reserve the right to use images of your event and/or guests for marketing purposes only.

15. VENUE EQUIPMENT

The Refinery will provide the following items unless otherwise specified:

Refinery North or South Rental:

35: 60" Round Tables with 85"x85" Linens in a Choice of Colors

1: 48" Round Table

20: 72"x30" Tables

350: Mahogany Chiavari Chairs* with Ivory Cushions

Entire Facility:

70: 60" Round Tables with 85"x85" Linens in a Choice of Colors

2: 48" Round Table

40: 72"x30" Tables

700: Mahogany Chiavari Chairs* with Ivory Cushions

*Chiavari chairs are to remain inside during all events and may not be used in the Courtyard. Chairs for the Courtyard may be provided at an additional expense or brought in by another event provider.

Declining to use items included in the rental of the space will not result in a credit or discounted rate or deduction in balance due.

16. FOOD, BEVERAGES, SMOKING, AND PROHIBITED ACTIVITIES

According to Indiana State's Alcohol Beverage Law, it is illegal to serve alcoholic beverages to anyone under the age of 21 years. The client renting the The Refinery and the event's bartender are responsible for observing and enforcing this law; The Refinery and Fleur de Lis Events and Design LLC are not responsible. Alcoholic beverages are not to be taken outside of The Refinery facility; alcoholic beverages are allowed within the Courtyard. All food and beverages must be served by licensed and insured caterer and/or bartender. Smoking or the use of e-cigarettes are not permitted anywhere in the buildings or within eight (8) feet of entry doors.

CLIENT INITIALS: _____

17. CATERERS AND BARTENDERS

All caterers and bartenders accepted into The Refinery must have general liability insurance coverage of at least \$1,000,000 and must have the appropriate health/business licenses. Copies of this documentation must be on file with the venue management at least fourteen (14) days prior to the event. No personal catering by event participants will be allowed.

All arrangements with caterers are the responsibility of the Client who will need to keep venue management informed of the caterer's arrival time and set up needs.

Please note that the rental times stated above include both caterer preparation and clean up. The caterer/bartender will have access to a preparation area for food staging. This area will include running water in the form of a three well sink and hand sink, work tables/counters, and trash cans (32 gallon on wheels). All other equipment, including trash bags and carts, needed by the caterer will be the responsibility of either the caterer or Client. The caterer and bartender (and Client) are responsible for returning the preparation area back to its original condition following the event and placing all trash in the designated receptacle.

Bartenders must follow all state and local laws and regulations governing the sale and/or distribution of alcohol. The bartender reserves the right to refuse service to individuals appearing to be intoxicated. All bar service of beer, wine, and liquor must end at least thirty (30) minutes prior to the end of the event; the bar may remain open to serve non-alcoholic beverages until the end of the event. Self-service of alcoholic beverages is strictly prohibited anywhere in the facility.

18. EVENT VENDORS

The Refinery has final approval of all vendors contracted by the Client. A list of all event vendors including primary contact and contact information will be required at least thirty (30) days prior to the event. All event vendors are responsible for operating under the following vendor guidelines:

Vendors/Client will have guaranteed access to the event space at least two (2) or three (3) hours prior to the start time of the event as indicated in the rental agreement. Additional set up time may be allowed but it must be scheduled within thirty (30) days prior to the event date. Additional guaranteed setup time may be added more than thirty (30) days prior to the event at an additional cost, please refer to section 1.

Vendors are responsible for providing all equipment needed to load-in and load-out of the building including but not limited to carts, dollies, ramps, ect.

Vendors are responsible for the set up of all event-related equipment, unless provided by The Refinery. All equipment and decorations must be removed immediately following the event. The Refinery is not responsible for the loss or damage to any equipment left in the building. All Vendors must abide by all fire codes and regulations. The blocking of exit doors, fire extinguishers, fire alarms, egress routes, or emergency exits is strictly prohibited. The Gramercy staff has the final word on such matters.

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The use of sparklers, confetti, glitter, birdseed, rice, and/or anything of the sort are not allowed inside or outside the premise. The use of any of the prohibited items, previously listed, will result in an automatic excessive cleaning fee of at least \$300.

No vendor may hang items from the ceiling. Items may be hung from the ceiling by The Refinery and may result in an additional expense. Nothing may be permanently adhered to any wall, ceiling, floor, door, window, table, or chair. Any and all adhesives and tapes must be approved by the venue manager on duty and completely removed following the end of the event. Should any damage occur the Vendor/Client will be held responsible.

All electrical and data cords must be properly secured with gaffer's tape; no other type of tape will be allowed. Due to the type of floor installed, all gaffer's tape must be removed in a slow and delicate manner as to not disrupt the flooring material.

All flames (candles) must be enclosed and clean-burning.

The Client is responsible for the actions of any vendors or other agents, including but not limited to caterers, photographers, entertainers, decorators, and audio-visual companies contracted or not-contracted for the event. Any damages beyond normal wear and tear will be billed to the Client; even if caused by an event vendor. Event vendor causing the said damage will not be allowed back in the facility until damage, repairs, and payments are complete.

Each party shall indemnify and hold harmless, their agents and employees, against any and all damages, claims, or other liability due to personal injury or death, or damage to, or loss of, the property of others, arising out of its use of The Refinery.

ACCEPTANCE

I, the Client, have read the entire contents of these guidelines, and not relying on verbal statements not contained herein, understand and accept this agreement.

Client/Renter (Please Print Name)

Date

Client/Renter (Please Sign)

Effective March 2019