



RENTAL GUIDELINES

1. EVENT HOURS

The standard rental period for events occurring Friday, Saturday, or Sunday 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 consecutive hours [ten (10) with entire facility rental], unless noted on the rental agreement. Event time begins at the anticipated guest arrival time.

The standard rental period for events occurring Monday through Thursday 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-Day Upgrade: Should the Client choose to add the All-Day Upgrade for \$500 to any standard evening or weekend rental, the Client will have access to the rented event space(s) from 10:00AM the event day to 1:00AM the day following the event date. The Client may use the space(s) as desired during this time and is not restricted to the standard rental period. All set up and breakdown must occur during the 10:00AM to 1:00AM time frame. Additional hours extending beyond the timeframe are subject to the standard fees below.

Additional event hours may be added to a standard rental 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/break down hours may be purchased at a rate of \$150 per hour on the event date. Additional set up hours are based on availability. Should the Client wish to purchase the day prior to the event date for set up, this may be done for a cost of \$750 for access to the space from 10:00AM to 5:00PM. The set up day prior to the event date may only be added 30 days or less before the event date.

Holiday rates will apply to select dates that fall on holidays, days adjacent to holidays, and days of The Refinery's 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.). Please contact the office to obtain holiday pricing. Rental fees will not increase after the execution of a rental agreement.

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

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2. PAYMENT PROCEDURES

The Refinery requires prepayment of event costs before any event occurs. A fifty percent (50%) non-refundable first payment is required within seven (7) calendar days from receiving the rental agreement. A signed rental agreement and first payment are required 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 one week after the invoice has been sent if no further communication has been received from the Client.

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.

The Refinery reserves the right to assess finance charges on any amount unpaid after the event date (including damages, additional hours, etc.) 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.

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.

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3. 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.

4. FORCE MAJEURE

Should events beyond the reasonable control of Fleur de Lis Events and Design LLC/The Refinery and the Client, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) government regulation or advisory (including travel advisory warnings by the government, World Health Organization, or limitations on gatherings), (4) quarantine, (5) civil disturbance in the local area, (6) strikes (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect attendees from attending the event, (9) disaster, fire, earthquakes, tornados (10) unseasonable extreme inclement weather (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, or (12) any other comparable conditions that occur either in the location of the event or in the counties or states of origin of at least 40 percent of the guests or along their routes of travel, making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under these guidelines as the Parties originally contracted, the affected Party may terminate the rental agreement, without liability, upon written notification. The Client may choose to postpone the event to another available day adhering to the current guidelines and pricing at the time of rebooking. If the client chooses to not rebook within thirty (30) days of the written notice, all monies paid will be forfeited and not made available to be used on a new agreement. Notice under this provision may be given at any time in advance of the event provided that the notifying Party has met the requirements of this provision.

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5. SET UP AND BREAK DOWN

All venue equipment set up and break down will be provided by The Refinery. Any items not provided by The Refinery are the responsibility of the Client/Vendor for set up and removal. 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. All trash must be removed at the end of the event and may be placed in the provided, on-site dumpster; please note that while 32 gallon trash cans on wheels are provided, trash bags are not provided by The Refinery. All trash must be removed from the event spaces, the area surrounding The Refinery, and the parking area used by guests. 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.

6. VENUE EQUIPMENT

The Refinery will provide the following items unless otherwise specified on the rental agreement:

Refinery North or South Rental:

35: 60" Round Tables 1: 48" Round Table 20: 72"x30" Tables

350: Mahogany Chiavari Chairs* with Ivory Cushions

35: 85"x85" Linens in either Black, White, or Ivory for the 60" Round Guests Tables

Entire Facility:

70: 60" Round Tables 2: 48" Round Table 40: 72"x30" Tables

700: Mahogany Chiavari Chairs* with Ivory Cushions

70: 85"x85" Linens in either Black, White, or Ivory for the 60" Round Guests Tables

*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 cost or brought in by another vendor.

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

Any requests for technological services (phone line, wireless internet, etc.) must be made in advance and may be provided for a charge. Standard wireless internet service is included with all rentals.

7. COURTYARD

The Courtyard may be added to any individual space rental when available. 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 chairs included with the rental are not permitted for use in the Courtyard. Chairs for the Courtyard may be rented from The Refinery or provided by another vendor.

Tents are permitted in the Courtyard but can only be contracted through The Refinery. Should the Client want 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

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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 staff on duty will have final say as to when evacuation and/or re-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 current rate of the entire facility.

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

8. REHEARSALS

Rehearsals for ceremonies may be scheduled based on the availability of the venue. There is a \$100 rehearsal fee. The Client will be guaranteed one (1) hour of rehearsal time in the space being used for the ceremony. Rehearsal inquiries may be made at anytime after the execution of this agreement, but will be subject to availability until thirty (30) days prior to the event date. If a rehearsal inquiry is made, the Client will be notified as soon as possible should the event space book by another Client on the requested rehearsal date prior to the official confirmation.

9. 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.

To ensure your guests and vendors park near the event entrance, it is recommended that all invitations included either Refinery North or Refinery South when the Entire Facility has not been rented and include the following address:

Refinery North - 500 Missouri Avenue, Jeffersonville, IN 47130

Refinery South - 450 Missouri Avenue, Jeffersonville, IN 47130

Parking for Refinery North is immediately in front of the main entrance. Parking for Refinery South is directly across Court Avenue. Entire Facility rentals may use "The Refinery" and may choose either address depending on the flow of the event.

Events booked on the date of Thunder Over Louisville are required to rent the entire facility and 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, no reserved spaces). The Client will be responsible for distributing the passes to the vendors and attendees prior to the

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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.

Should the date of Thunder Over Louisville be rescheduled to a date that the Client has already contracted, The Refinery will make as many parking passes available as possible, understanding the total number of passes may need to be split between two events. All other requirements of this provision will remain in place and will be the responsibility of the Client (i.e. distributing the passes and obeying the parking rules).

10. VENUE STAFF

A representative from The Refinery/Fleur de Lis Events and Design LLC will be available throughout the length of the Client's event and can be reached by calling or texting the office number (812.850.0034) should they not be immediately seen during the event. The venue staff 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. The venue staff/representative may not be someone that the Client has met or interacted with prior to the event date.

11. SECURITY

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

12. PHOTO RELEASE

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.

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. Vomit located in any building or the Courtyard that is not properly cleaned up and removed will result in an automatic \$300 excessive cleaning fee.

14. PERMITS AND LAWS

If the Client's event requires a permit or license from any local or state government entity, the Client agrees they 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.

According to Indiana State's Alcohol Beverage Law, it is illegal to serve alcoholic beverages to anyone

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under the age of 21 years. The Client renting the The Refinery and the event's bar service are responsible for observing and enforcing all alcohol related laws; The Refinery and Fleur de Lis Events and Design LLC are not responsible. The bar service reserves the right to refuse service to individuals appearing to be intoxicated. Alcoholic beverages are not to be taken outside of The Refinery facility; alcoholic beverages are allowed within the Courtyard. All alcohol beverages must be served by licensed and insured caterer and/or bar service; self-service of alcoholic beverages is strictly prohibited anywhere in the facility. 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.

Smoking or the use of e-cigarettes is not permitted anywhere inside the buildings or within eight (8) feet of entry doors.

15. INSURANCE

All Clients are required to furnish a certificate of liability in the amount of at least \$300,000 unless all requested vendors are able to provide the necessary coverage. 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 requested 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 \$300,000. All bar service providers must provide a certificate of liability with host liquor liability, if the bar service is unable to provide this, it is required that the Client purchase an insurance policy with host liquor liability. 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. Should the proper liquor liability insurance not be provide, no alcohol of any kind may be served at the event. 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.

16. CATERERS AND BAR SERVICES

All caterers and bar services accepted into The Refinery must have general liability insurance coverage of at least \$300,000 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. Should the caterer or bar service not provide adequate proof of insurance it will be the responsibility of the Client to obtain the necessary coverage.

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All arrangements with caterers/bar services are the responsibility of the Client who will need to keep venue management informed of the caterer's arrival time and set up needs. In the event the caterer is not staying throughout the scheduled event time; or should food be provided by the Client, all "catering responsibilities" will fall to the Client, see below.

Caterer Responsibilities: The caterer/bar service 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/bar service will be the responsibility of either the caterer or Client. The caterer/bar service (and Client) are responsible for returning the preparation area back to its original condition following the event. All trash must be placed in the outside dumpster at the end of the event. All rentals being delivered to and/or picked up from the facility must be scheduled in advance. Any rentals made without a scheduled appointment will either be refused or will incur an unscheduled docking fee charge.

Please note that the rental times stated on the rental agreement include both caterer preparation and clean up.

17. EVENT VENDORS/CLIENT RESPONSIBILITIES

The Client is responsible for all arrangements for food and beverage, decorations, entertainment, equipment needs, event coordination services, and other event related services. A list of all event vendors including primary contact and contact information, will be required at least thirty (30) days prior to the event. The Refinery has final approval of all vendors contracted by the Client. All event vendors/Clients are responsible for operating under the following 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 on the rental agreement. Additional set up time may be purchase by the hour or per the All-Day Upgrade detailed in Section 1.

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 venue manager has the final word on such matters.

Vendors/Client 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. These items will not be provided by the venue under any circumstance.

The use of 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.

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The use of sparklers outside the buildings are permitted with the acceptance of the sparkler guidelines, available upon request. Should the sparkler guidelines not be signed and filed with The Refinery prior to the event date, the use of sparklers is strictly prohibited and a fee of at least \$300 will be incurred.

No Vendor/Client may hang items from the ceiling. Items may be hung from the ceiling by The Refinery and will result in an additional expense. Nothing may be adhered to any wall, ceiling, floor, door, window, table, or chair.

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. Any event vendor causing 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 2020