



BANQUET ROOM RENTAL AGREEMENT

SECTION 1 CLIENT AND EVENT INFORMATION

Event Date: _____ Event Start Time: _____ Event End Time: _____
Event Name _____ Number of Guests: _____
Single Day Event or Multiple Days/Nights _____ Rental Fee \$ _____
Description of Space Rented _____
Client Name: _____
Client Address: _____
City: _____ State: _____ Zip: _____
Primary Telephone: _____ Secondary Telephone: _____
Email Address: _____

This Rental Agreement is between AVON GC LLC dba PRESTWICK COUNTRY CLUB and the Client (s) described in Section 1 (hereafter referred to as "Client") for the rental and use of BANQUET ROOM at AVON GC LLC dba PRESTWICK COUNTRY for the designated time described in Section 1.

SECTION 2 TERMS AND CONDITIONS

2.1 RESERVATIONS

1. In order for an event to be guaranteed, AVON GC LLC dba PRESTWICK COUNTRY CLUB must receive a deposit of at least fifty percent (50%) of the rental fee for the BANQUET ROOM. The total amount of the deposit shall be \$ _____. The remaining balance of the rental fee shall be due _____ days prior to the date of the event date in Section 1. In the event that this Agreement is terminated by the Client prior with a 30 days notice a refund of 50% of the deposit will be refunded.

Client Initials: _____

2.2 CANCELLATION

In the event of an emergency or weather closing, the entire fee will apply toward the rescheduled date/time that is available. The main contact listed on the request form will be notified by AVON GC LLC dba PRESTWICK COUNTRY CLUB staff. It is the responsibility of the Client to notify all attendees. Ground use for ceremonies is dependent on weather. Inclement weather may prevent the ceremony from taking place outdoors. The client in conjunction with the manager must decide no less than 24 hours prior to the ceremony if the ceremony will not be held outdoors due to weather. If the outdoor ceremony is cancelled due to weather the ceremony can be moved inside seating a maximum of 150 people.

In the event that an organization or individual cancels an entire reservation, the organizer will notify The AVON GC LLC dba PRESTWICK COUNTRY CLUB. Notice of cancellation shall be completed no less than 30 days prior to the event.

2.3 HOURS OF OPERATION

Events may NOT last beyond 11:00 PM without prior written approval from AVON GC LLC dba PRESTWICK COUNTRY CLUB. Client is responsible for making sure guests leave the building at a reasonable time in order for staff to finish cleanup before said deadline. Client must have all decorations and any equipment they may have supplied cleared from the facility by 12:30 am or the designated deadline previously approved in writing by AVON GC LLC dba PRESTWICK COUNTRY CLUB staff.

2.4 LOSS, THEFT, OR INJURY

AVON GC LLC dba PRESTWICK COUNTRY CLUB is not responsible for any damage, loss, or theft of any equipment or other items of any kind, used by clients before, during, or after the event described in section 1 or any items left by the Clients, whether or not related to the event.

AVON GC LLC dba PRESTWICK COUNTRY CLUB is not responsible for injury or death of Client, guests of Client, agents of Client, contractors of Client, or any other person or entity associated to Client in any way whatsoever whether or not caused by the negligence or gross negligence of AVON GC LLC dba PRESTWICK COUNTRY CLUB or its agents, employees, affiliates, or any other person or entity associated with the Event Center in any way whatsoever, whether injured before, during, or after the event.

AVON GC LLC dba PRESTWICK COUNTRY CLUB may not carry insurance for injury, damage, or other harm caused or sustained during the event described in Section 1. Client shall indemnify, hold harmless, and defend AVON GC LLC dba PRESTWICK COUNTRY CLUB for any claim made against Event Center for any damage, loss, or theft of any equipment or other items of whatever kind, used by clients during the event described in Section 1 or any items left by the Clients whether or not related to the event.

Client shall indemnify, hold harmless, and defend AVON GC LLC dba PRESTWICK COUNTRY CLUB for any claim made against AVON GC LLC dba PRESTWICK COUNTRY CLUB for injury or death of Client, guests of Client, agents of Client, contractors of Client, or any other person or entity related to the Client in any way whatsoever whether or not caused by the negligence or gross negligence of AVON GC LLC dba PRESTWICK COUNTRY CLUB or its agents, employees, affiliates, or any other person or entity related to AVON GC LLC dba PRESTWICK COUNTRY CLUB in any way whatsoever.

2.5 SERVICES PROVIDED

Staff: AVON GC LLC dba PRESTWICK COUNTRY CLUB staff will be on duty during the entire event. A staff member will open the facility and provide information and directions as needed. The staff member will not be available to decorate and will not be involved in the event unless prior approval and agreement has been made in writing.

Tables, and Chairs: Such items are provided and will be set up and taken down by AVON GC LLC dba PRESTWICK COUNTRY CLUB. Client must provide a layout if Client would like tables and chairs set up differently than their typical arrangement. Tables and chairs shall not be taken outside of the facility by Client, guests of Client, agents of Client, contractors of Client, or any other person or entity related to Client in any way whatsoever. Table setting is provided by AVON GC LLC dba PRESTWICK COUNTRY CLUB. Client shall advise AVON GC LLC dba PRESTWICK COUNTRY CLUB staff at least 30 days in advance for the colors of tablecloths or napkins if applies to the rental.

Deep Cleaning: AVON GC LLC dba PRESTWICK COUNTRY CLUB will perform deep cleaning, such as mopping, vacuuming, and sanitizing after the event. Client must remove anything brought to facility by Client, Guests, or hired vendors.

Audio, Microphone, or Projector use may have extra cost for your needs \$ _____
Special needs for event that might have an extra charge.

2.6 DECORATIONS

Decorations may not be fastened to the walls with thumb tacks, nails, staples, or tape of any kind. Candles must be completely enclosed in a glass or nonflammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited in the rental space described in Section 1 and the whole facility generally and on the grounds thereof. NO sky lanterns, sparklers, rice, birdseed, or other similar items shall be thrown or lit around the facility or on the grounds thereof. All large decorations must be approved by AVON GC LLC dba PRESTWICK COUNTRY CLUB. If Client has any questions or doubts about whether decorations may be deemed acceptable, Client must consult with AVON GC LLC dba PRESTWICK COUNTRY CLUB staff. Failure to Consult with Event Center Staff about questionable decorations may result in charges for damage and/or excessive wear and tear. The cost to clean and/or repair will be charged to the credit card on file. By initialing the line below, Client approves said charges to be applied to the supplied credit card on file.

Client Initials: _____

2.7 PARKING REQUIREMENTS

Parking is limited to the AVON GC LLC dba PRESTWICK COUNTRY CLUB. Parking is not allowed off asphalt or in the adjoining properties. Alcoholic beverages of any kind in the parking lot are prohibited.

2.8 SECURITY

AVON GC LLC dba PRESTWICK COUNTRY CLUB may require a security guard or security staff for some events. The requirement of a security guard or security staff shall be at the sole discretion of the AVON GC LLC dba PRESTWICK COUNTRY CLUB staff and management. Some factors that may go into the decision to require a security guard or security staff may include but are not limited to the size of the event, the type of dance expected, the type of program, and the type and nature of the Event. This paragraph shall not be construed to create a duty for AVON GC LLC dba PRESTWICK COUNTRY CLUB or its staff. The decision not to require a security guard shall not constitute a breach of any duty for negligence purposes. AVON GC LLC dba PRESTWICK COUNTRY CLUB staff will arrange for any fee for the use of a security guard or security staff to be paid directly by Client.

In event a security guard is needed, the Security requirements will be one security guard for every _____ people in attendance. The regular price for security will be \$_____. This price will be for the security until 12:00 am. Any hour after will be charged at \$100.00 per hour over the regular price stated in this paragraph. When applicable AVON GC LLC dba PRESTWICK COUNTRY CLUB may require adult chaperons for youth activities. A list of chaperons must be submitted to AVON GC LLC dba PRESTWICK COUNTRY CLUB at least ten (10) days prior to the Event. The list shall include the chaperons full name, address, and telephone number. If the event is a dance for youth, there must be at least two (2) liaison officers for the whole event. If not, a fee for security may be applied.

- Client will not require security services.
- Client will need security staff / a security guard.

Client Initials: _____

2.10 ALCOHOL POLICY

A revenue minimum of \$500.00 per bartender for alcoholic bar service must be met. If less than \$500.00 per bartender is acquired, a \$150.00 bartender fee per bartender will be incurred. AVON GC LLC dba PRESTWICK COUNTRY CLUB shall abide by all laws of the State of Indiana concerning the use and serving of alcohol.

1. AVON GC LLC dba PRESTWICK COUNTRY CLUB does not allow any outside alcohol to be brought into the facilities or on the grounds.
2. Event Center does not allow any drinks to be taken outside of the front building or into the parking lot.

2.10.1 RESPONSIBLE BEVERAGE SERVICE POLICIES AND PROCEDURES

Proof of age will be required for anyone appearing to be 45 years or younger. Identification as evidence of age must be issued by a government agency.

1. It is illegal to serve or sell alcoholic beverages to an overly intoxicated person.
 - a. The discretion of an over-served individual will be left to the sole discretion of the employee or bartender on duty for the event.
2. It is illegal to be intoxicated in public.
3. It is illegal to operate a vehicle under the influence of alcohol or with a blood level of .08% or higher.
3. AVON GC LLC dba PRESTWICK COUNTRY CLUB staff has the right to refuse alcohol sales to anyone who appears to be intoxicated or under the age of 45 without proper identification.
5. AVON GC LLC dba PRESTWICK COUNTRY CLUB staff or bar staff is authorized to cease sales and/or service of alcohol if alcohol consumption becomes a dangerous situation and/or is the cause of damage to the property or injury to persons. Any determination of dangerous situation or cause of damage to the property shall be at the sole discretion of AVON GC LLC dba PRESTWICK COUNTRY CLUB staff.

- Alcohol will not be served at the Event
- Alcohol will be served at the Event

BY INITIALING BELOW, CLIENT ACKNOWLEDGES THAT CLIENT UNDERSTANDS AND AGREES TO THE POLICIES AND PROCEDURES REGARDING ALCOHOLIC BEVERAGES.

Client Initials: _____

2.11 ENTERTAINMENT

Entertainment vendors, such as DJ's, must have agreed to terms and conditions. All entertainment providers working at AVON GC LLC dba PRESTWICK COUNTRY CLUB are required to have a valid Certificate of Insurance. All entertainment must use side doors to bring in and exit with their equipment.

Given the nature of the AVON GC LLC dba PRESTWICK COUNTRY CLUB and its location, it may become necessary to institute a noise policy. If a noise policy becomes necessary, at the discretion of AVON GC LLC dba PRESTWICK COUNTRY CLUB, notice of the noise policy will be given in writing before or during the event and the policy shall become part of this agreement.

- Client will not require entertainment services
- Client will require entertainment services

Entertainment Provider for the Event _____

Client Initials: _____

2.12 MISCELLANEOUS POLICIES

- A. No animals, except service animals, may be brought into the premises.
- B. Client and Client's guests are restricted to the rented area defined in Section 1.
- C. AVON GC LLC dba PRESTWICK COUNTRY CLUB will not be responsible for any items left behind, before, during or after the Event.
- D. AVON GC LLC dba PRESTWICK COUNTRY CLUB staff may enter any part of the facility, including the rental space defined in Section 1, at any time, including during the Event.
- E. AVON GC LLC dba PRESTWICK COUNTRY CLUB reserves the right to take photographs of any event for its own records and future use.
- F. Client must ensure that the number of guests does not exceed the number of guests defined in Section 1. Regardless of the number of guests stated in Section 1, the number of guests shall never exceed the number of individuals allowed in the rented area.
- G. Everyone must follow the smoking policy. No smoking is allowed inside the facility. Smoking is only allowed outside and in designated smoking areas where signs are posted.
- H. All notices required or permitted under this Agreement may be given to a party in writing either personally, or by certified mail, postage prepaid, addressed to such party at the address herein or at such other address as one party may from time to time notify the other in writing.

If notice is intended for Client, notice shall be sent to the address described in Section 1. If notice is intended for AVON GC LLC dba PRESTWICK COUNTRY CLUB, notices shall be sent to:

AVON GC LLC dba PRESTWICK COUNTRY CLUB
5197 Fairway Drive
Avon IN 46123

- I. Client acknowledges that other events may be scheduled at any time for other spaces within the AVON GC LLC dba PRESTWICK COUNTRY CLUB that are not covered by this lease. Such other use of the AVON GC LLC dba PRESTWICK COUNTRY CLUB is not a violation of this Agreement.

2.13 ATTORNEY FEES

If at any time it becomes necessary for AVON GC LLC dba PRESTWICK COUNTRY CLUB to hire an attorney or attorneys to enforce any part, provision, or section of this Agreement, Client shall be responsible for any and all reasonable attorney fees incurred by the AVON GC LLC dba PRESTWICK COUNTRY CLUB.

2.14 ANCILLARY AGREEMENTS

Any special provisions that are required to be evidenced by a signed writing are hereby referenced and incorporated into this Agreement.

2.15 ENTIRE AGREEMENT

This Agreement and any of its ancillary agreements referred to in Section 2.14 herein shall constitute the entire agreement. Client acknowledges and agrees that verbal representations of any kind shall not be part of this Agreement and are not binding on either party.

2.16 ACKNOWLEDGMENT

By signing below, Client acknowledges that Client has read, understands, and agrees to comply with all terms, conditions, and provisions herein.

CUSTOMER/CLIENT	AVON GC LLC dba PRESTWICK COUNTRY CLUB
_____ Signature	_____ Signature
_____ Printed Name of Signor	_____ Printed Name of Signor
_____ Organization/Company	_____ Organization/Company
_____ Date	_____ Date

OFFICE USE ONLY

Sales Rep Name(s) _____

Total chairs: _____ Total round tables: _____ Total rectangular tables: _____

Estimate attached Pre-rental invoice complete

Post rental additional: _____ hours; _____ chairs; _____ tables; _____ cleanup @ \$40/hr

Post-rental invoice complete

Extra cost for post rental charges _____