

# Wildflowers on Brown Street Venue Rental Agreement

## **Hilgermann LLC D.B.A. Wildflowers on Brown Street**

Address: 25 S. Brown Street, Rhinelander WI 54501

Phone (715)539-6345

Email: [wildflowers@mail.com](mailto:wildflowers@mail.com)

By paying the invoice for your booking, you ("the Renter") agree to these terms and conditions regarding the use of Hilgermann LLC D.B.A. Wildflowers on Brown Street ("the Venue").

### **1. Overtime:**

In accordance with our policy, overtime will be billed in half-hour increments at a rate of 1.5 times our standard hourly rate. The Venue must be vacated, and all items brought into the space must be removed by the end time of your booking. Please include setup and teardown time within your original booking duration to avoid additional charges.

### **2. Cleaning and Damages:**

A cleaning fee is included in most bookings for general cleaning. Renters are expected to leave the space in the same condition they found it. Please respect our property and clean up after use. All trash should be placed in trash cans or in the dumpster directly behind the building, all personal property should be removed, and furniture and decor should be placed back where it was found.

Any damages to the Venue (including walls, floors, furniture, etc.) will be charged to the credit card on file. Please avoid using tape, sticky tack, nails, screws, staples, or any other items that could damage our walls. Releasable tape such as painters tape can be used instead. Any glitter or confetti that is left behind will result in a double cleaning fee.

### **3. Code Regulations:**

The Venue adheres to fire code regulations, which allows a maximum of 49 people in the building at any given time. Open flames and cooking are not allowed, although a microwave and power outlets are available for food warming. Smoke machines are not permitted due to a lack of sufficient ventilation. Smoking is not permitted in the Venue or near the entrances to the building.

### **4. Miscellaneous:**

All ages are welcomed to enjoy our venue. Other renters are storing merchandise in the other rooms of the building and may occasionally be around during the hours of 8:30am and 5pm. They access the building through the lobby and are not expected to interfere with the event spaces. The Venue operator(s) may remain on site during rented hours.

### **5. Alcohol Consumption and Liability:**

If alcohol is to be consumed on the property during the event, the Renter must ensure that it is done so responsibly. Anyone consuming alcohol must be of the legal drinking age, and it is the Renter's responsibility to verify the ages of those consuming alcohol. The Renter agrees that the Venue, its owners, and its staff are not liable for any incidents or accidents resulting from the misuse of alcohol.

### **6. Host Liquor Liability Insurance:**

If alcohol is to be served at the event, whether sold or not, the Renter is required to secure a suitable Host Liquor Liability Insurance policy. This policy must name the Venue as an additional insured and provide coverage for any alcohol-related incidents. A certificate of insurance or other proof of coverage must be provided to the Venue no later than 7 days prior to the event. Insurance provider example: [TheEventHelper.com](http://TheEventHelper.com)

### **7. Food and Beverage Provision:**

The Renter is allowed to arrange for their own food service, including potluck-style meals, or contract a professional catering service. The Renter acknowledges that they take on all risk related to the preparation, service, and consumption of food and beverages during the event.

### **8. Responsibility for Food-Related Issues:**

The Venue and its owners and employees do not bear responsibility for any illness, injury, allergic reaction, or any other adverse effect resulting from the consumption of food or

beverages at the event. The Renter agrees to comply with all food safety laws and ensure any professional caterer they engage is properly licensed and insured. The Renter may be held accountable for any issues arising from the provision of food and beverages at their event. We recommend utilizing professional and certified catering services for safety assurance.

**9. Legal Compliance:**

The Renter agrees to comply with all local, state, and federal laws during the usage of the Venue. Any violations may result in immediate termination of this Agreement without a refund.

**10. Right of Entry:**

The Venue or its representatives reserve the right to enter the Venue at any time during the event if necessary. Two separate spaces in the building are leased to another business and are used for storage, they may enter the lobby to access their merchandise during their business hours of 8:30am and 5pm.

**11. Force Majeure:**

The Venue is not responsible for events outside its control (such as natural disasters) that may prevent it from fulfilling this Agreement.

**12. Specific Use:**

The Venue is to be used exclusively for the purpose specified in this Agreement. Any illegal or inappropriate activities are strictly prohibited.

**13. Safety:**

The Renter agrees to maintain safety standards and follow all safety instructions provided by the Venue during the event.

**14. Dispute Resolution:**

Any disputes related to this Agreement will be resolved through mediation or arbitration as determined by the Venue.

**15. Insurance:**

The Renter is encouraged to acquire appropriate event insurance to protect against unforeseen circumstances. The Venue is not responsible for any loss or damage to personal property.

**16. Limitation of Liability:**

As the Renter, you assume full responsibility and liability for any and all injuries or damages of any kind which may occur to you, your guests, or to persons invited by you to the Venue, or the property located at the Venue during the time of your event. The Venue, its owners, agents, representatives, and employees will not be held responsible for any loss, damage, harm or injury which may befall a person during the rental period, including that caused by the conduct of persons in attendance.

**17. Indemnification:**

By paying the attached invoice, you agree to indemnify, defend, and hold harmless the Venue, its owners, agents, representatives, and employees from any and all liability or claims, losses, damages and costs, including but not limited to attorney's fees, arising out of or in connection with your use of the Venue and the property therein.

**18. Cancellation Policy:**

Guests may cancel their Booking until 7 days before the event start time and will receive a full refund (including all Fees) of their Booking Price.

Guests may cancel their Booking between 7 days and 24 hours before the event start time and receive a 50% refund (excluding Fees) of their Booking Price.

Booking cancellations submitted less than 24 hours before the Event start time are not refundable.

**19. Credit Card on File Authorization:**

I authorize the Venue to keep my credit card information on file. I understand that this card may be charged for any outstanding balances, additional costs or damages related to my event that were not covered by my initial payment or deposit. I am aware that I will be notified of any additional charges before my card is charged.

By paying the attached invoice deposit/total, you are acknowledging and agreeing to these terms. Please keep a copy of this agreement for your records.

Thank you for choosing the Wildflowers on Brown Street Venue for your event. We look forward to hosting you!