

**MELBAS PARTY HOUSE RENTAL AGREEMENT**

Contract date: \_\_\_\_\_, 2020

DATE OF EVENT START \_\_\_\_\_, 2020

EVENT START TIME - ACCESS NEEDED \_\_\_\_\_ : \_\_\_\_\_ AM –PM

RENTER’S NAME / COMPANY OR ORGANIZATION (IF APPLICABLE)

\_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

EMAIL \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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ADDITIONAL COMMENTS:

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This Rental Agreement is made and effective this (month) \_\_\_\_\_ (date) \_\_\_\_\_ of 2020, by and between 1525 Elysian Fields LLC, hereinafter referred to as “Owner” and the above named Renter.

Outside Alcohol is NOT permitted on premises under any circumstance.

Max. 60 Occupancy allowed. Estimated number of guests including host(s): \_\_\_\_\_

Renter will coordinate all access by Renter's consultants, representatives, caterers, and/or contractors AND accept all charges incurred should any require additional access.

Renter will assure all consultants, representatives, caterers, contractors and/or other involved parties to the event are made aware of the guidelines and rules set forth in this Contract.

Renter will confirm rental Start Time and End Time at least 14 days prior to rental.

Rental Term includes event setup, event, event cleanup including removal of trash, sweeping, etc.

Renter shall pay a Rental Hold Date Deposit in the amount of \$250.00 upon execution of this Contract which will be applied toward the Rental fees. The balance of Rental is due 21 days prior to rental.

Renter understands the Melba’s Party House is a public facility where other business functions and/or lessons may take place in other areas of venue during Rental period.

Total chairs: \_\_\_\_\_

Total rectangular tables: \_\_\_\_\_

Renter and/or Renter's representative(s), such as party-planners, caterers, etc. will not bring alcoholic beverages onto Owner's property. Signature confirms that NO alcohol will be brought onto the premises during term of rental:

SIGN HERE: \_\_\_\_\_

DATE: \_\_\_\_\_,2020

TOTAL OF RENTAL ..... \$500.00

HOLD-DATE RENTAL DEPOSIT (MINIMUM \$250.00)

RENTER SHALL DISTRIBUTE A COPY OF THIS PAGE TO ALL CONTRACTORS, PLANNERS, FLORISTS, AND/OR OTHERS INVOLVED IN THE EVENT.

PREMISES: The Owner hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated on in this Agreement, at the following address 1522 Marigny Street, New Orleans, Louisiana 70117, and Renter understands that rental may not be the only event in the building occurring at the same time.

**USE OF PREMISES, ALTERATIONS AND FURNISHINGS:**

- 1. The room or rooms shall be used by the Renter exclusively.
- 2. Renter shall comply with all the fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, with respect to the Owner.
- 3. No candles or open flames and no fog machines are permitted on premises.
- 4. No wall hangings or decorations may be applied to walls.

Free-standing screens may be brought in for decoration.

- 5. No flammable materials are allowed on premises, such as straw or hay bales, or other such materials.

Renter shall not have on or around the Owner's facility, anything that is dangerous, flammable, explosive or has explosive characteristics that might increase the danger of fire in or around the Room or Rooms, or that might be considered hazardous.

6. Smoking is not permitted inside the building or on any fire escape landing.
7. Pathways to emergency exit doors must be free and clear at all times. Main hallway and stairs are to be free and clear of all tables, chairs, or other obstructions. Doorways will not be blocked or operation and pathway hindered in any way. Access to Fire Escape doorway shall be free and clear at all times. Failure to maintain a clear pathways will result in loss of Security Deposit.
8. Children must be supervised at all times.
9. Renter shall make no alterations to the Room or Rooms or make any other changes without prior written consent of the Owner.
- 10.. Owner's promotional materials must remain in place and displayed, uncovered and unobstructed, and displayed throughout event.
11. Owner's artwork is to remain in place on walls and/or on stands throughout the event.
12. Furniture is to remain in place unless prior written permission from Owner has been granted. Large serving table may not be moved under any circumstance.
13. Rented tables and chairs may be moved, but not taken down, for cleanup but shall be returned to original location at the end of Rental Term. Tables and chairs may not be stacked upon any furniture or tables.
14. The kitchen is for food service only, no cooking permitted. A maximum of three (3) crockpots or equivalent shall be plugged in at one time, all set to the lowest/warming setting.
15. A vacuum, broom and cleaning wipes are available for use in cleanup.
16. Trash must be removed from building and cans replaced to original location.
- 17 . Light fixtures must remain as-is and uncovered.

**HOLD-DATE RENTAL DEPOSIT:** All Rentals require a minimum Hold-Date Rental Deposit of \$250.00 at the time of executing this Contract. This Deposit shall be applied to total Rental Fees due as a percentage of each line-item as determined by the Owner. The remainder of Rent will be due 21 business days prior to starting time of the rental.

1. The term of this rental shall start at the date(s) and times as indicated above on Page 1. Rental will include 4-hour term on rental date and includes event setup, event, and event cleanup. Hours in addition to this term shall be billed at hourly rate of \$100 per hour. (no alcohol usage).

2. Rental Time shall begin upon access to the building on the day of rental by the Renter or Renter's agents and/or representatives, such as a party-planners, caterers, DJs, etc.

3. Renter shall assure all party planners, caterers, etc., have Owner's and Renter's contact information and is aware of hours of rental. Access to the facility shall be only as set forth herein. Renter shall coordinate all access and shall accept all charges incurred should Renter's consultants, representative's, and/or contractors require additional access.

**SECURITY DEPOSIT:** Upon execution of this Rental Agreement the Renter shall deposit a separate check, in the amount of \$200.00 to be deposited in Owner's general funds and held by the Owner as a Security Deposit for the performance by Renter of the terms of this Rental Agreement. In the event of damage to the venue and/or Owner's property caused by the Renter or Renter's family, guests, agents or visitors, the Owner may use all or a portion of the Security Deposit funds to repair or make good all damages. The Security Deposit may also be used to pay Owner's Representative should Renter's event exceed allotted time as set forth in this Agreement. The Security Deposit may also be used to pay Owner's cleaning staff at a rate of \$20 per man-hour (minimum of \$40) should Renter fail to remove trash and/or clean at the end of Rental term. The Renter remains liable for all damages exceeding the amount of the Security Deposit. Any unused Security Deposit shall be returned to the Renter within thirty (30) business days from end of rental via USPS Mail or Renter pickup. In the event Rental is canceled by the Renter, the full amount of the Security Deposit shall be refunded to the Renter within thirty (30) business days from date of cancellation.

**FINAL SETTLEMENT OF RENT, DEPOSITS, AND FEES:** Within ten (10) business days after Rental and upon Owner's inspection of the premises, a final statement will be prepared for the Renter. The Renter will be responsible for any balances due the Owner, payable in 10 days. If Renter is due monies, a check will be sent to Renter, along with any unused Security Deposit within ten (10) business days.

**CONDITION OF PREMISES:** Renter agrees that Renter has examined the premises at the time of Rental and they are in good order, good repair, safe, clean, and rental condition.

**SURRENDER OF PREMISES:** At the expiration of the Rental Agreement, Renter shall quit and surrender the premises in as good a state and condition and cleanliness as they were at the commencement of the Rental, reasonable use and wear expected.

**FORFEITURE OF SECURITY DEPOSIT – DEFAULT:** It is understood and agreed that Renter shall not attempt to apply or deduct any portion of any Security Deposit from any rent or use or apply any such Security Deposit at any time in lieu of payment of rent or other fees incurred. If Renter fails to comply, such Security Deposit shall be forfeited for, but not limited to, the following reasons: 1) failure to return premises to the condition they were when Rental Agreement was signed; 2) trash left in facility when event is over; 3) area(s) not cleaned; 4) leaving alcoholic beverages and/or empty alcoholic beverage containers unattended and/or overnight; 5) using TAPE, nails or tacks in or on walls or wood work; 6) blocking or covering up the hallways, walkways or doorways to any emergency exit which are to remain free and clear at all times, no exceptions.

GOVERNING LAW: This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements made in the past, now, or in the future. All changes to this Contract must be received in writing (and via email) with acknowledgement from both parties in order to be valid. Renter may email **scott@melbas.com** and include "Rental Contract" in the subject line. The company will provide written acknowledgement only to the email address provided on this Contract. It is agreed that this Rental Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana, Parish of St. Tammany.

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed the day and year first and above written.

Renter's Signature \_\_\_\_\_

Representative Signature \_\_\_\_\_