



MEMBER SPACE RENTAL AGREEMENT

*Innovator Properties LLC ("IP") is a membership organization. Rental fee includes 1 year membership. IP agrees to rent to Member, and Member agrees to rent from IP (the "premises") during the event rental period for the event described below in consideration of the rental fee and Member complying with the terms and conditions set forth herein.*

Event Date: \_\_\_\_\_ Set-Up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Wrap Time: \_\_\_\_\_

Event Name: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Event Rental Period(s)\*: \_\_\_\_\_

Event Details: \_\_\_\_\_ (please adequately describe the event and use additional pages as necessary for the description)

Member: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

\*An event rental period shall not exceed a contiguous eight-hour period, which is inclusive of load-in and load-out time. Additional time, if needed or requested, is subject to additional fees and IP's written approval. It is understood that the event may be shorter than eight hours.

- A fully executed contract and non-refundable date-hold deposit in the amount of \$500.00 for each event rental period must be received by IP to reserve Member's event date(s) and time(s).
- The balance of the rental fee must be paid by Member no later than 14 days prior to the event.
- All miscellaneous costs, such as bar, catering, furniture, and equipment rentals must be paid by Member no later than 10 days prior to the event.
- Special Event Liability insurance (see Insurance section on page 2) must be obtained and paid by Member no later than 10 days prior to the event.
- Any other costs or expenses that relate to the event must be paid by Member no later than two days prior to the event.

## MEMBER SPACE RENTAL AGREEMENT

- Member agrees to the terms and conditions set forth in this agreement.
- A final number of guests count must be submitted by Member in writing to IP no later than 10 days prior to the event and may not exceed the number of guests provided for above without the written approval of IP. The number of guests count provided for in this agreement shall be deemed final and binding in the event Member does not provide a final number of guests count.
- Member shall not use the premises for any purpose other than the event described herein.

All payments are to be made to INNOVATOR PROPERTIES LLC. Cash, check and major credit cards are accepted.

No refund of any rental fee will be made on or after 10 days prior to the event. Member acknowledges and agrees that this agreement to rent the premises during the event rental period will cause the loss of similar bookings and/or business on such dates. All costs related to the event, including any associated with reserved food and beverage catering or equipment rentals, are also non-refundable to the extent that such costs have been incurred.

### DEPOSIT/RENTAL FEES/COSTS

A fully executed contract and non-refundable date-hold deposit in the amount of \$500.00 for each event rental period must be received by IP to reserve Member's event date(s) and time(s). The balance of the rental fee must be paid by Member no later than 14 days prior to the event. All miscellaneous costs, such as bar, catering, furniture and equipment rentals, must be paid by Member no later than 10 days prior to the event. Any other costs or expenses related to the event must be paid by Member no later than two days prior to the event. No work on the premises related to the event will be allowed to commence until the rental fee and all costs are paid in full.

Member shall provide IP with a valid credit card account for its records. Member agrees to complete and execute the authorization form below authorizing IP to debit/charge such account for any payment obligation arising under this agreement.

### INSURANCE

Unless otherwise waived by IP in writing, Special Event Liability insurance is required of all Members and must be paid for and obtained by Member no later than 10 days prior to the event. The insurance must, at Member's sole expense, provide and maintain public liability and personal property damage insurance, insuring IP and its affiliates and their respective employees, officers, directors, agents and contractors (collectively, the "Insured Parties") against all bodily injury, property damage, personal injury and any other loss or claim arising out of or related to the event or Member's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. If alcohol is to be served, such policy must also include Host Liquor Liability coverage insuring the Insured Parties against any loss arising from any alcohol related accidents or other events.



## MEMBER SPACE RENTAL AGREEMENT

In addition, Member shall ensure all caterers, vendors, companies, and/or institutions maintain customary and appropriate insurance and provide to IP a copy of their licenses and certificates of insurance, naming the Insured Parties as additional insureds, all which must be delivered at least one month prior to the event.

Each of these policy coverages will be on a primary basis with any insurance maintained by IP, and IP's insurance shall be excess of all insurance maintained by Member or other third parties.

### **LIABILITY AND INDEMNIFICATION**

To the extent permitted by law and except as provided for in this agreement, the Insured Parties shall not be liable to Member or any other entity for any loss arising in connection with or related to the event or Member's occupancy or use of the premises.

Member agrees to indemnify, defend, and hold the Insured Parties harmless of and from any and all liabilities, costs, penalties, damages, losses or expenses arising out of and/or resulting from the rental and use of the premises and/or any activity in connection with the event, including but not limited to, any damage to the premises, injury to persons or property, or any guarantee of provision, service, and dispensing of payment by Member of alcoholic beverages at the premises.

In the event an Insured Party is required to file any action in court in order to enforce any provision of this agreement, Member agrees to pay such party, as applicable, all reasonable attorneys' fees, court fees, and costs of suit and/or recovery incurred by the party, including all collection expenses and interest due thereon.

In addition, Member shall cause all caterers and vendors to hold harmless, indemnify, and defend the Insured Parties, to the maximum extent permitted by law, of and from any and all liabilities, costs, penalties, damages, losses or expenses arising out of and/or resulting from such caterer or vendor's respective activity and/or conduct on the premises, including but not limited to, any damage to the premises or injury to persons or property.

### **CATERERS AND OTHER VENDORS**

Member is solely responsible for obtaining and securing catering and other vendor services for the event. All caterers and vendors must be approved in writing by IP. Member is fully responsible for, and will indemnify IP from and against, any damage to or trash removal at the premises caused by any caterer or vendor. IP is not responsible to or for any caterer or vendor with regard to paying on or fulfilling contracts, obligations, refunds, or conduct.

Caterer Insurance/credit card—Member shall cause caterers to maintain appropriate and customary insurance and provide valid certificates of insurance and a credit card account to be maintained on file with IP.

Failure to remove items from or clean and restore the premises in accordance with this agreement will result in additional charges to Member for such removal and cleaning/restoration, which may also be charged to the caterer's credit card account on file at IP's sole discretion.

## MEMBER SPACE RENTAL AGREEMENT

### **SITE DECORATION**

IP wants to make every event a special and welcome experience. Therefore, every effort will be made to allow members to prepare decorations reflecting their creative requirements. IP requires that only IP staff rearrange or move any furnishings, including tables, benches and stools. No nails, screws, staples or penetrating items are to be used on the walls or floors of the premises. No glitter or foil (non-paper) confetti is allowed on the premises. Only low tack tape is allowed on the premises floors and wall. Any damage resulting from the Member or any caterer or vendor's failure to comply with these rules shall be borne solely by and charged to Member's account after the event.

### **CONDUCT**

There is absolutely no drug use or smoking of any kind permitted on the premises at any time. Disparaging remarks or disorderly conduct of any type, including physical violence, are not permitted and will be cause for immediate expulsion of those individuals participating in such conduct. IP reserves the right to terminate the event rental period and event without refund of any fees or costs in the event of such remarks or conduct. Member shall use the premises in a considerate manner at all times.

### **LOAD-IN/LOAD-OUT AND STORAGE**

If there is an event prior to the Member's event, a timed delivery will be required. Member, and not IP, is responsible for checking in or handling any items brought onto the premises by it or third parties. All items must be checked in and signed for by Member. Member is responsible for removal and disposal of all materials (e.g., bubble wrap, boxes, hangers, plastic) brought onto the premises for the event at Member's sole cost.

Limited storage is available upon request and IP's written approval. Storage fees may be applied to any items left overnight or beyond normal load-in/load-out times at IP's sole discretion. This also applies to items left post-event for shipment out via courier. It is the responsibility of Member and not of IP to ensure that all item removal/pick-ups are scheduled and executed before, during and after the event, as appropriate.

### **CONDITION OF PREMISES/UTILITY AREA**

IP will deliver the premise to Member in a clean condition prior to the event. Member is responsible for restoring and returning the premises in the same condition in which it was received from IP immediately after the event. Walkthroughs before and after the event with IP staff and Member are required. IP's vendor, 541 Clean, charges \$35/hr to clean the premises.

Member must orderly and appropriately remove all rental equipment and trash from the premises immediately following the event, at Member's sole cost, as neither IP nor the premises have adequate facilities to handle or dispose of such items. Failure to remove such items and restore the premises to a good and clean condition after the event in accordance with this agreement will result in additional charges to Member's account for such removal or cleaning, which may also be charged to the caterer's credit card account on file, at IP's sole discretion.

## MEMBER SPACE RENTAL AGREEMENT

Utility Area Policy—The utility area on the premises is production space and is to be used only for final food presentation, plating and bussing. The utility area production space will be provided in a clean condition and the area must be restored and returned to IP in the same condition immediately following the event. Please refer to the check list posted in the utility area for additional policies and procedures to which Member agrees adhere to when using the utility area.

### **COMPLIANCE WITH LAWS**

Member agrees to comply with all applicable city, county, state, and federal laws and shall refrain from any illegal activity on the premises. The premises shall remain drug and smoking free at all times. Member shall not serve or sell alcohol on the premises at any time without IP's prior written approval, and under no conditions shall it sell or serve alcohol to minors. Member agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. IP reserves the right to expel anyone who, in its sole judgment, appears to be intoxicated or under the influence of alcohol or drugs, or who in any manner does or participates in any act jeopardizing the rights, use permits, or insurability of IP or the premises, or the safety of its staff, guests, or premises contents.

Member agrees that any dispute arising out of this agreement, Member's use of the premises, or the event shall be governed by the laws of the State of Oregon, and irrevocably consents and submits to the exclusive jurisdiction of the courts of the State of Oregon for any action, suit or proceeding arising out of or relating to this agreement, Member's use of the premises, or the event.

Member shall be liable for any act or omission by any guest, occupant, caterer, vendor or other third party that, if done or performed by Member, would constitute a violation of this agreement.

### **ACCESS TO PREMISES AND EVENT MONITORING**

Member agrees that IP staff shall retain and maintain full access to the premise at all times during the course of the event. A representative of IP will be on-site during the event and will be checking periodically with Member's contact to ensure the event is running smoothly. IP staff will be monitoring the entire premises during the event, including bathrooms to replenish hand towels and toilet paper, and will be available for questions and to respond to Member's inquiries or issues as they may arise at any time.

### **LOST AND FOUND**

IP takes no responsibility for personal effects and possessions left on the premises prior to, during or after the event. However, IP maintains a lost and found and will hold recovered items for up to 30 days after the event.

### **RULES AND POLICIES**

Member agrees to comply with all other rules or policies governing the use of the premises as provided by IP. Such rules and policies may be updated from time-to-time by IP at its sole discretion and will be binding on Member upon receipt thereof.



**PROMOTIONS AND COPYRIGHT**

It is important to IP that Member have a fantastic and successful event. Should IP be engaged in the promotion or co-production of the event, it is imperative that IP review and approve all marketing messages and communications. Member shall not have any right to use any images or other intellectual property of IP without IP's written approval.

IP can provide professionally created images of our space for promotional materials at Member's request.

We hope that you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the nature of the premises or its contents.

Member and IP acknowledge and agree to the terms and conditions set forth in this agreement, and represent that each signatory is duly authorized to sign on behalf of the named party below.

Member

Innovator Properties LLC

\_\_\_\_\_

\_\_\_\_\_

Name

Varda Treibach-Heck  
Managing Member



**AUTHORIZATION FORM**

IP requires Member to provide a valid credit card account to be on file. Please complete and sign this authorization form to provide the account and authorize IP to make debits/charges to it for payment obligations under this agreement.

By signing this form, Member grants IP permission to debit/charge this account for any payment obligations due under to this agreement. This permission does not provide authorization for any unrelated debits/charges to the account.

**PLEASE COMPLETE THE INFORMATION BELOW:**

I \_\_\_\_\_ authorize IP to immediately debit/charge the account provided below for the amount of the non-refundable date-hold deposit of \$ \_\_\_\_\_. Date-hold deposits are non-refundable. This deposit payment is for the event described above.

You further authorize IP to debit/charge the account for any payment obligation due under this agreement, including but not limited to, (i) the rental fee, 14 days prior to the event; (ii) Bar, catering, equipment, furniture, and other miscellaneous costs, 10 days prior to the event; and (iii) any other costs or fees as they become due pursuant to this agreement.

You may choose to use an alternative form of payment. However, the payment timeframes remain the same and your account below will be charged accordingly if an alternative form of payment is not received, and you hereby authorize this account to be charged any such amount due.

Billing Address \_\_\_\_\_

Billing Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

|                 |                            |                                  |  |                                |
|-----------------|----------------------------|----------------------------------|--|--------------------------------|
| Account Type:   | <input type="radio"/> Visa | <input type="radio"/> MasterCard | <input type="radio"/> AMEx   | <input type="radio"/> Discover |
| Cardholder Name | _____                      |                                  |  |                                |
| Account Number  | _____                      |                                  |  |                                |
| Expiration Date | _____ (dd/yy)              | CVV2 Number                      | _____ (3 digit number on back of Visa/mastercard or 4 digits on front of amEX) |                                |

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I authorize IP to charge the credit card account indicated in this authorization form for any payment obligation, including fees and costs, due according to the terms of this agreement. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card account and that I will not dispute any charge if the transaction complies with the terms of this agreement.