

JOURNEY TO HEALING

RENTAL INFORMATION

EVENT NAME (EXAMPLE: SUE SMITH & BILL JONES WEDDING)

RENTER _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

PHONE _____

EMAIL _____

DATE(S) OF RENTAL _____

EMERGENCY CONTACT INFORMATION

NAME _____

PHONE _____

TYPE OF EVENT _____

ESTIMATED NUMBER OF GUESTS ATTENDING _____

WILL YOU BE SERVING ALCOHOL? _____

DO YOU NEED ADDITIONAL LODGING FOR OVER NIGHT GUESTS? _____

If so, how many rooms will you be reserving? _____ (Room rate is separate from lodge rental rates. Room rate is \$49 per night, per room).

IMPORTANT—PLEASE READ. IF YOU MOVE ANY FURNITURE IT WILL NEED TO BE RETURNED TO ITS ORIGINAL LOCATION ONCE YOUR EVENT IS COMPLETED. ONCE THE KEY IS RETURNED AN INSPECTION OF THE FACILITY WILL BE MADE BY THE RENTING AGENT TO DETERMINE IF ANY DAMAGE HAS OCCURRED. IF DAMAGE HAS OCCURRED YOU WILL BE RESPONSIBLE FOR ANY ADDITIONAL CHARGES INCURRED TO MAKE REPAIRS FOR SAID DAMAGES. ****WHEN YOUR FINAL PAYMENT IS SUBMITTED YOU WILL ALSO BE REQUIRED TO SUBMIT A CREDIT CARD NUMBER OR BLANK CHECK TO RENTING AGENT TO BE PLACED ON FILE SHOULD ANY DAMAGE OCCUR. _____ (initial)

For office use only

Check _____ Cash _____ Money Order _____ Online _____

Amount Received \$ _____ Receipt # _____

Credit Card Number _____ Card Type _____ Exp Date _____ Code _____

Staff Signature _____ Date _____

JOURNEY TO HEALING VENUE RENTAL AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, 2015, is by and between Journey to Healing, ("JTH") whose business address is 7162 Leavenworth Trail, Mead, Oklahoma 73449, and _____, (Renter), collectively referred to as the "Parties".

This Agreement regards to use of the property provided by Journey to Healing, at the address above, which is an event venue only and does not include services or equipment to plan, coordinate, set-up, perform/conduct, or tear-down after the event.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Property Rental. JTH hereby grants to Renter a limited and revocable license (the "License") to use the property located at 7162 Leavenworth Trail, Mead, Oklahoma 73449 ("Property"). The License permits Renter to use the Property only on the Event Date(s) during the hours specified below, and only for the purposes set forth in this Agreement.
2. Event Date(s). The Event shall be held on the date(s) ("Event Date") listed below. The Event Date(s) shall include set-up, event, tear-down and clean-up. Renter shall not have access to the property at any time other than during the Event Date(s), unless Renter receives prior permission from Renting Agent. If additional time is needed the rate is \$50 per hour _____(initial)

Event Start Date _____ (Initial)

Event End Date _____ (Initial)

- 3. Fees. Renter shall pay to Renting Agent a "Rental Fee" for the use of the Property as listed below. Renting Agent shall have no obligations under this Agreement until 1/2 of the Rental fee is paid. The remainder of the Rental Fee shall be due in full 30 days prior to the event on the date listed below. ("Final Payment Due Date"). If Renter fails to pay the Final Payment Due Date, Renting Agent shall have the right to revoke the License and to keep fully the amount of any and all fees paid to date as liquidated damages. _____(Initial)

Rental Fee \$ _____

Amount Due Today \$ _____

Final Payment Due Date : _____

Remaining Balance \$ _____

- 4. Cancellations. If Renter cancels the reservation for the Event prior to 90 days of the Event Date, Renting Agent shall refund to Renter the 50% of the Rental Fee, the remaining 50% will be retained as liquidated damages. If Renter cancels the reservation for the Event within ninety (90) days of the Event, Renting Agent shall retain the entire rental fee as liquidated damages. _____(Initial)
5. Condition of the Premises. Renter shall leave the Property in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Property beyond ordinary wear and tear. _____(Initial)
6. Permitted Use. The event may not be open to the general public and may only include invited guests.
7. Restrictions. Renter is responsible to provide supervision for all children while on the JTH property. Guests may not bring pets or live animals as they will not be allowed on the property. Mylar confetti and candles may not be used for decoration or celebration. Attaching decorations with nails to the buildings, walls, ceilings, floors, railings, trees, gazebo or other areas is not allowed. _____(Initial)
8. Alcohol. Service of alcoholic beverages is the responsibility of the Renter. JTH is not liable for any guest that attends Renter's event. Renter agrees to comply with applicable local, state and federal ordinances, statutes, laws and regulations. JTH forbids the service of alcohol to minors. The sobriety of all guests is the sole responsibility of the Renter. _____(Initial)
9. Smoking. There is NO SMOKING inside the Lodge, Guest Rooms, or on the deck area. Smoking is permitted away from the lodge by the picnic table areas. Please make sure your guests do not throw cigarette butts on the ground. If cigarettes butts or trash are located on the grounds after your event you will be charged an additional \$100. _____(Initial)

10. **Trash**—Please remove all trash from lodge and place it in the trash dumpster located near the propane tank. _____ (initial)
11. **MOVING FURNITURE**—If you move any furniture it must be returned to its original location once your event is completed. Once the key is returned an inspection of the facility will be completed by the renting agent to determine there is no damage to the property and that furniture has been returned to its original location. _____(initial)
12. **OVERNIGHT LODGING ACCOMODATIONS** If you are having a wedding you will have access to two (2) of the rooms. This applies to wedding events ONLY. If you have any other events and need overnight lodging guests will be required to pay the overnight lodging rate of \$49 per day, per room. Guests can contact Tara at (903) 209-5500 to reserve and pay for rooms. _____(initial)
13. **Indemnification.** Renter hereby indemnifies and holds harmless Renting Agent, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims or other costs (including reasonable attorney fees) arising out of or in connection with any damage to the property or any injury caused to any person (including death) caused by Renter's use of the Property, including any acts of omissions on the part of Renter, independent contractor, guests, invitees, or other agents. Renter shall immediately notify Renting Agent of any damage or injury of which they have knowledge in, to or near the Property, regardless of the cause of such damage or injury.
14. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Property according to the permitted uses. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Renter hereby indemnifies Renting Agent, their employees, agents, heirs, successors and assigns, for any damages, penalties, fines, suits, actions or other costs (including reasonable attorney fees) arising out of or in connection with Renter's violation of any local, state or federal laws, rules or regulations or ordinances related to Renter's use of the property.
15. **Revocation.** Renting Agent shall have the right to revoke the License at any time prior to the Event Date, provided it given Renter prior written notice of revocation. In the event the Renting Agent revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Renting Agent shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.
16. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Oklahoma, without regard to conflicts of law principles.
17. **Severability.** If any party of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
18. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing between the Renter and the Renting Agent.
19. **Attorney Fees.** If any legal action is commenced or maintained in court, whether in law or in equity, by any part to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.
20. **Entire Agreement.** This Agreement constitutes the entire Agreement between Renter and Renting Agent, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

I have read the above policy and I understand and agree to the terms and conditions. _____(Initial)

RENTER

RENTING AGENT

Date _____