

PIVO EVENT CENTER RENTAL CONTRACT

PIVO Blepta LLC 📍 101 Huber Drive 📍 Calmar, IA 52132 📍 563-562-1053
events@pivoblepta.com 📍 www.pivoblepta.com

Introduction

Thank you for selecting the PIVO Event Center as the venue for your event. It is air conditioned, smoke free and handicapped accessible. With 4500 square feet of space, there is seating for up to 350 people. The Event Center features a large hardwood dance floor and a private bar with 12 PIVO taps, non-alcoholic drinks, wine, and canned alcoholic beverages.

The PIVO Event Center was built in 2019 and is attached to PIVO Brewery and Blepta Studios, which opened in 2017. The taproom has 40 taps and is open to the public Thursday 11am-10pm, Friday 11am-10pm, Saturday 11am-10pm, and Sunday 11am-6pm. Guests at the Event Center are welcome to also visit the taproom when it is open.

Reservation Procedures

Inquiries about available dates can be made by emailing events@pivoblepta.com. The date will be locked in when a signed contract, refundable security deposit, and rental fee are received. Without the full payment and signed contract, the date will remain open for others to book their event. The renter may not sublet the facility, nor may the application be transferred or assigned. All renters must be at least 21 years of age and have a valid ID at the time of leasing.

Cancellation of Rentals and Refunds

If a reservation is cancelled more than one year prior to the scheduled rental date, PIVO Blepta LLC will refund the rental fee and security deposit. If the reservation is cancelled for any reason less than one year prior to the scheduled date, PIVO Blepta LLC shall retain the entire rental fee. The security deposit will be refunded. If PIVO Blepta LLC is able to secure another rental contract for the date that was cancelled, that rental fee amount will be returned to the renter who cancelled. Rescheduling the date is also possible to avoid forfeiting the amount paid.

Under certain conditions, PIVO Blepta LLC may be forced to cancel a lease agreement prior to the event. Possible reasons for cancellation include, but are not limited to, a declared state of emergency, unsafe environmental or health conditions, or interrupted utility services. In such an event, the renter agrees that PIVO Blepta LLC shall not have responsibility for anything the renter may suffer or incur due to such a cancellation. The Event Coordinator will attempt to notify the renter as soon as possible if such cancellation occurs. All fees paid to the Event Center by the renter shall be refunded to the renter if the reservation is cancelled by PIVO Blepta LLC for any of the above reasons.

Security deposit

In addition to the rental fee(s), a security deposit of \$300 by cash/check is required for the use of the Event Center. Upon inspection of the premises, the security deposit will be or refunded within thirty (30) days after the scheduled event, if the premises are found to be in the same condition as found prior to the event. The inspection will be conducted before any other event is held in the rented area. PIVO Blepta LLC reserves the right to retain part or all of the security deposit to pay for any costs of repairs or excessive cleaning made necessary by the renter's use of the facility. **The liability of the renter shall NOT be limited to the amount of the security deposit.** The liability of the renter shall extend to any damage or excessive cleaning costs incurred as a result of the acts of any participants in the event sponsored by the renter on the premises, including but not limited to the Event Center, dance floor, kitchen, bathrooms, parking lot, and courtyard.

Set-Up

Renters are responsible for communicating their set up preferences with the event coordinator at least one week before the event. PIVO Event Center staff will set up the tables and chairs as requested. If no preference is known, the tables, tablecloths, and chairs will be set up at the discretion of PIVO Event Center staff. If changes to the table and chair set-up are desired after the initial set up (whether before the event begins or during the event), the renters will be responsible for that task.

Clean-Up

The renter is responsible for the following before the end of the contracted rental period:

1. Place all garbage into the dumpster. Please make an effort to pour liquids down the drain instead of pouring liquids into the garbage bags.
2. Remove all decorations and personal items from the facility. This includes confetti and glitter.
3. Return the kitchen to the same condition it was in before the rental began, including but not limited to the floors, countertops, sinks, and equipment. Cleaning supplies will be provided.

Failure to follow these cleaning guidelines may result in a withholding from your security deposit. Pivo Event Center staff will clean the tables, tablecloths, chairs, floor, and bar area.

Security at the Event

The PIVO Event Center may, at their discretion, require security for events. An example would be a large music concert. Security will be provided at a charge (the officer cannot be a guest at the event). The renter will be responsible for paying this charge at the same time the basic facility rental charge is paid. When it is determined that security is necessary at the event, the fee cannot be waived. The building and premises are subject to 24-hour video surveillance.

Alcohol Policy

No beverages (except milk and non-alcoholic punch) may be brought into the PIVO Event Center. **We reserve the right to keep your security deposit in full if you bring in any unauthorized beverages, including distilled spirits. Drinking alcoholic beverages is prohibited in the parking areas.** All beverages (except authorized beverages brought in) will be served by PIVO Event Center staff and only Event Center staff are allowed behind the bar. You are responsible for the conduct and behavior of your drinking guests. Underage drinking (under 21 years of age) is strictly prohibited. Beverage prices and availability are subject to change.

Options for the Event Center bar are listed below. You can combine these, for example, you could have an open bar to start the event and then begin a cash bar at a set time or a set dollar amount.

1. Open bar. All guests will be served at the bartender's discretion. A 20% gratuity will be added to the bill. The bill will be paid by the person named on the rental agreement at the conclusion of the event. A hand stamp or wristband can be used if you wish to make sure only your guests (and not the general public) are being served.
2. Drink tickets. The PIVO Event coordinator will provide you with an agreed-upon number of drink tickets. You will distribute them as you wish. Guests will present drink tickets to the bartender. A 20% gratuity will be added to the bill. The bill will be paid by the person named on the rental agreement at the conclusion of the event.
3. Cash bar. Guests will pay for their beverages. Tip jars will be placed on the bar.

Notice of Responsibility/Liability

PIVO Blepta LLC is responsible only to maintain the building and its structural components and systems, such as plumbing, lighting and electricity, in a safe and operable condition. PIVO Blepta LLC is not responsible for the conduct of persons participating in events held at the facility. It is your responsibility as the renter of the facility and the sponsor of the event to see to it that the participants use the facility in a safe and reasonable manner and obey all laws. Likewise, PIVO Blepta LLC is not responsible for the conduct of any persons or businesses hired by you to work at the event, including, but not limited to, food caterers, decorators or entertainers hired to service the event. The renter shall take complete responsibility for the conduct of its group or others present during the rental period, and agree to compensate PIVO Blepta LLC for all damages to the facility, equipment or other property owned by the Event Center incurred during the rental period. Furthermore, the renter assumes all liability for any personal injuries, including death, caused by participants at the scheduled event. Any disputes or claims of liability involving such providers of services are matters strictly between you, the event participants, and the providers. You agree that neither you nor the participants at your event shall file any claim against or involve PIVO Blepta LLC in any legal action regarding such matters.

General Policies

The renter is responsible for enforcing the policies of the PIVO Event Center. The renter agrees to follow these policies:

1. All renters and guests shall comply with all City Ordinances, Iowa State Statutes, Federal Laws, and the policies set in this contract. Some examples of prohibited activities are illegal gambling, adult entertainment, excessive noise, and disorderly conduct. The renter shall assume full responsibility for any unlawful act committed in the exercise of the lease.
2. Renters shall supervise the conduct of the participants at their event.
3. Children must be under the direct supervision of an adult at all times.
4. Renters will be fully responsible for any damage to the facility or equipment.
5. Any damage to the facility or equipment must be reported as soon as possible.
6. Nothing shall be taped, pinned, or affixed to the walls, ceilings or windows other than by using the hooks and cork boards already installed and designed for such use.
7. Candles are permitted, but must be in a container/holder of sufficient size for the candle so wax does not drip onto the tables, linens, and/or floor.
8. Absolutely no sitting or standing on the tables by any renter or guest.
9. No fireworks, firecrackers, Chinese lanterns or anything of the sort are allowed.
10. This is a smoke free indoor facility. Smoking is permitted in the outdoor courtyard.
11. Caterers are welcome to use our kitchen and must return the kitchen to the same condition in which it was found. All caterers must be licensed and insured.
12. All persons and any equipment not owned by the Event Center must leave the Event Center at the end of the contracted time. No items from the event are to be left after the rental event. PIVO Blepta LLC is not responsible for theft or damage to items that have been left in the Event Center or the parking areas before, during, or after the event.

Violation of Policies

PIVO Blepta LLC reserves the right to end any event early if policies are violated. A violation of the policies in this contract may result in a withholding from your security deposit and may also result in the denial of future use of the Event Center.

Fee Schedule

Both the \$300 security deposit and the rental fee (\$1500, \$600, or \$200) are required to book the event and secure your reservation for your selected date(s).

- **MULTI-DAY RENTAL \$1500**
 - Access to the Event Center for the weekend:
 - 2:00 p.m. to 10:00 p.m. Friday
 - 7:00 a.m. to midnight Saturday
 - 7:00 a.m. to 2:00 p.m. Sunday
 - Bartenders on Friday and Saturday night are included in this rental fee. Please discuss your preferences with the event coordinator.
 - Choose 11 PIVO kegs to have on tap. You will also be able to choose from a selection of canned alcoholic drinks, wine, and non-alcoholic drinks to have available. These selections will be made between one month and two weeks before your event.
 - If you wish to have a specific beer or cider made especially for your event, please discuss this with the event coordinator several months before the event.
- **SINGLE DAY RENTAL \$600**
 - Access on a single day (Monday - Sunday) between 8:00 a.m. and 10:00 p.m.
 - A bartender is included in this fee, please discuss with the event coordinator.
 - Please see Mid-Week Rental below for reduced pricing during business hours on Thursdays.
- **MID-WEEK RENTAL \$200**
 - Access on a Thursday from 2:00 p.m. to 9:00 p.m.
 - If you wish to have a bartender in the Event Center for your event, an additional fee of \$10/bartender/hour will be charged.
 - Some holidays may be excluded from this special rate (the day before, day of, and day after Independence Day, Halloween, Thanksgiving, Christmas, New Year's Eve, etc).

Optional and miscellaneous fees:

- \$0.50 per place setting rental (silverware, plates, and/or glasses). A PIVO Event staff member will set the place settings up before the event, and wash and put away the dishes during or after the event. Serving and bussing tables (except for food and drinks served from the Event Center bar or taproom) is not included in this rental contract.
- \$30/hour/security personnel if it is determined that this is needed.
- \$30 non-sufficient funds fee.

Please keep this contract for your records and return the following signature page to us.

PIVO Event Center Rental Contract Signature Page

Date(s) needed for Event _____

Name of renter / responsible party _____

Mailing Address _____

Cell Phone # _____ Alternate Phone # _____

Driver's License Number _____ Date of Birth _____

Email Address _____

Name of Event (or Bride & Groom's names) _____

Type of Event _____ Estimated attendance (up to 350) _____

Choose one: Open Bar _____ Drink Tickets _____ Cash Bar _____ Event Center bar is closed _____

By your signature below, you agree that you have been given a copy of and understand the PIVO Event Center Rental Contract and agree to abide by its terms. The undersigned hereby certifies the information in the application is correct. The undersigned agrees to exercise the utmost care in the use of the premises and property and holds PIVO Blepta LLC harmless for all liability resulting from use of facility. The undersigned is at least 21 years of age.

Signature of renter _____ Date _____

PIVO Event Center Representative _____

**Checks payable to: PIVO Blepta LLC. Mailing address: 101 Huber Drive, Calmar, IA 52132
Please include this signed contract and a check for the rental fee and security deposit. Check or cash are preferred, but if you would like to pay by credit card please email
info@pivoblepta.com to request an invoice.**

RENTAL TYPE	RENT+DEPOSIT	AMOUNT DUE with this contract
Multi-Day Rental	\$1500 + \$300	\$1800
Single Day Rental	\$600 + \$300	\$900
Midweek Rental	\$200 + \$300	\$500