



EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Agreement made on _____, 2023, by and between Miller’s Coconut Grove, LLC and _____, referred to as “Client”. Client agrees to hire, and Miller’s Coconut Grove, LLC agrees to make available the use of the 1st floor and patio area of Miller’s Coconut Grove, located at 64 Old Fentonville Rd., Frewsburg, NY 14738, with the following terms and conditions:

Date of Event: _____

Type of Event: _____

Event Start: _____ Event End: _____

Total Hours: _____ Number of guests expected (max. 120) _____

Client Name: _____,

Client Address: _____,

Client Phone: _____, Client Email: _____.

2,300 square feet of indoor space with seating for 100 accommodates 120 w/ 2,500 square foot outdoor patio area with seating for 50. Due to the historical age and nature of our building and its architectural features, accessibility, decorations, events, and hours or operations will be handled on a case-by-case basis. Rental fees do not include use of commercial kitchen equipment. All rental prices listed below are subject to change (before booking) due to time of year, number of attendees, and hours of events. Miller’s Coconut Grove, LLC will be available 15 minutes before scheduled event time to answer questions, tour, and inspect building condition with Client before rental. Open daily, earliest start time available: 8:00 am, latest end time: 9:00 pm.

- A signed contract and date-hold deposit of 60% of the total fee is due on the day of booking.
- Your space rental fee balance is due fourteen (14) days before your event.
- Renter’s Liability and Damage Restitution - Client may choose to provide their own Special Event Liability Insurance (see Insurance section on Page 3), which is due by the day before your event. Otherwise, Client assumes all liability, and the credit card on file will be charged for damages and loss should they occur. You must be 21 years or older to rent the venue.

Cancellation: 60% deposit is non-refundable. No space rental fees after that will be refunded if canceled 14 days or fewer before an event, as your agreement to rent Miller’s Coconut Grove, LLC may cause the loss of additional bookings or business. If circumstances beyond the control of Miller’s Coconut Grove, LLC force us to cancel your reservation, Miller’s Coconut Grove, LLC will refund all sums paid. If the entire rental payment is not received 14 days before your event, Miller’s Coconut Grove reserves the right to cancel your reservation without a deposit refund.

ALL deposits must be paid via card; cash accepted for balances. All major credit cards are accepted. A credit card authorization form is on this contract's last page (#6).

Client Initials: _____ Date: _____

Venue Rental Rates

(non-holiday)

2-hour minimum

All times include client set-up and clean-up

Weekdays - \$75 per hour

(Mon. – Thurs.)

Date: _____

Time: _____

_____ hours x \$75 =

\$ _____

Weekends - \$125 per hour

(Fri.-Sun.)

Date: _____

Time: _____

_____ hours x \$125 =

\$ _____

Catering

(on-premises only – not included in hourly rates)

Options Available from \$15 per person
(includes Pepsi brand fountain drinks and paper products)

_____ I would like The Grove to serve food for my rental

Alcohol

_____ I would like The Grove to order alcohol for my event
(Cost of alcohol order +15% procurement fee)

_____ I will bring my own alcohol
(All draft beer: +\$25 per line)

Add-ons

_____ I will not need my event catered but would like access to unlimited fountain drinks
(+\$75) (Pepsi Products)

If Client fails to exit promptly, exceeding the agreed end time of the event specified in this contract, \$50 per every 15-minute increment past the agreed end time will be charged accordingly to the card on file.

TOTAL RENTAL FEE: _____

DEPOSIT DUE (60%): _____

Client Initials: _____ Date: _____

Please read the material below to ensure all parties understand the requirements expected to maintain everyone's safety during your event and keep Miller's Coconut Grove a safe location for future use.

Deposit/Rental Fees:

A signed contract and date-hold deposit of 60% of the total event price must be received to reserve your date(s) and time(s). This is nonrefundable unless Miller's Coconut Grove, LLC is forced to cancel, and the full deposit will be refunded. Your space rental fee balance is due fourteen (14) days before your event. No terms are implied or granted, and no work will be allowed to commence until full payment is received.

Smoke-Free Facility:

Miller's Coconut Grove is a smoke-free facility. Although the building has a fire detection system, the venue is located in a potentially flammable historic building. No open flame or frying is allowed on site or any cooking that will create a large amount of smoke, as our facility is moderately ventilated. No smoking in any restroom. **IF SMOKING MATERIALS ARE DISCARDED IN PLANTERS, SIDEWALKS, OR GROUNDS, AN EXTRA CLEANING CHARGE OF \$100 WILL BE IMPOSED AND CHARGED TO THE CARD ON FILE.** Any guests violating the smoking restrictions will be asked to leave the premises by the event staff.

Attorney fees:

In the event Miller's Coconut Grove, LLC retains the services of an attorney to represent its interests regarding the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

Lost and Found:

Miller's Coconut Grove, LLC takes no responsibility for personal effects and possession left on premises during or after any event. However, we maintain a lost and found and will hold recovered items for up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Promotions and Copyright:

It is important to us that you have a fantastic and successful event. Should Miller's Coconut Grove, LLC be engaged in the promotion or co-production of your event, we must see and approve all marketing messages and communications 14 days prior to the event. We are happy to provide professionally created images and logos of Miller's Coconut Grove for promotional needs. We also reserve the right to take pictures of your event and use them for marketing and promotional purposes.

Insurance:

ALL clients assume ALL liability during their rental period. Special Event Liability Insurance is recommended and due by the day before your event. The insurance must, at Client's sole expense, provide and maintain public liability and personal property damage insurance, insuring Miller's Coconut Grove, LLC and Miller's Coconut Grove employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of clients use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a limit liability of no less than \$1 Million. Miller's Coconut Grove, LLC shall be named as an additional insured party of said policy. Any caterers, outside vendors, companies, or institutions **MUST** provide a copy of their Catering License to Miller's Coconut Grove, LLC, at least 14 days before the event. A policy quote document is attached to this document (page 7). If no insurance is purchased, the card on file will be charged for damages, and Client assumes all liability for injury and other loss.

Client Initials: _____ **Date:** _____

Clean-up and Trash Removal:

Miller's Coconut Grove will be in a clean condition before your event. Please return the space to the same clean condition in which it was. All trash must be collected, properly bagged, and placed in the provided receptacles by the renter, and the furniture must be rearranged if moved. All rental equipment must be removed on the date of rental unless approved otherwise by Miller's Coconut Grove, LLC.

Site Decoration:

Miller's Coconut Grove wants to make every event here a unique and welcoming experience. Therefore, every effort will be made to allow the renter to prepare decorations reflecting their creative requirements. We ask that only the Miller's Coconut Grove staff assist with rearranging and moving any furnishings, including artwork, lighting, antiques, or seating. No nails, screws, staples, or penetrating items should be used on our walls, brick, or fine wood. Any tape or gummed backing materials must be adequately removed, and in an extreme case of any wall damage, the card on file will be charged.

City, County, State and Federal Laws:

The renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug-free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. For everyone's safety, the client agrees to ensure alcoholic beverages are consumed responsibly. Miller's Coconut Grove, LLC reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Miller's Coconut Grove, LLC or the safety of its staff, guests, or building contents.

Liability:

Renter agrees to indemnify, defend, and hold Miller's Coconut Grove, LLC, its building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at Miller's Coconut Grove, LLC.

Conduct:

No drug use on-premises or smoking of any kind is tolerated inside the building at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall always use the premises in a considerate manner. Conduct deemed disorderly at the sole discretion of Miller's Coconut Grove, LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases, no refund of the rental fee shall be made.

Closed Circuit Security Disclaimer:

The 64 Old Fentonville Rd. property is fully equipped with a security camera system. These cameras are utilized to help resolve any issues or disputes that may arise from an event. The system is used strictly to monitor the well-being of the building and its contents. Surveillance footage will never be shared or made public. Once a rental is complete and the venue has been cleared regarding damage or missing items, all footage pertaining to the event is permanently deleted. By initialing this agreement, you acknowledge your awareness of the security cameras on the premises.

Client Initials: _____ **Date:** _____

Contract Overview

Miller's Coconut Grove requires a credit card to be on file during your event.

The client/renter is responsible for the well-being and condition of the building during their rental period. As explained in this contract, a rental fee grants client permission to use the property gently. Client assumes all responsibility for misuse, negligence, damage, loss, or theft during their agreed rental time.

Client may order alcohol products through Miller's Coconut Grove or bring in their own alcohol. It is unlawful for Client to sell alcohol. No one under 21 may consume or serve alcohol on the premises. Any violation of the venue's alcohol policy will result in immediate expulsion and the event's end without refund.

Smoking and vaping are prohibited inside the entire building. Any smoking/vaping inside will result in a \$150 cleaning fee. Smoking is allowed outside with the understanding that all smoking-related waste is appropriately disposed of in provided receptacles. Butts, packaging, wrappers on the grounds, planters, sidewalks, etc., will result in an additional \$150 cleaning charge to the card on file.

Client agrees to exit Miller's Coconut Grove before the end time designated within this contract. Failure to do so will result in a \$50 charge per each 15-minute increment Client remains in the venue past scheduled event time end. Miller's Coconut Grove staff will be available 15 minutes before scheduled event time to inspect building and its contents for damage or other notable issues and available post-event to verify no damage or missing items. Client's card on file will be processed with applicable charges immediately post-event.

Set-up and clean-up times are included in rental time. Cigarette waste cleanup will be charged an additional fee (+\$100). Please dispose of butts, wrappers, and packaging in designated areas.

Client assumes all liability during their scheduled event time. Miller's Coconut Grove, LLC cannot be held responsible for any actions that occur during or as a result of Client's rental of the property. Client agrees to waive Miller's Coconut Grove of all liability of personal injury or other damages during their rental period. Client may purchase a short-term rental policy, which should include Miller's Coconut Grove, LLC as an insured party. Damages or other incidents that occur without an insurance policy will be charged to the card on file.

The property is equipped with security cameras. Cameras are used strictly for monitoring the building when it's vacant and resolving disputes regarding damage or missing items resulting from an event. Camera footage is never shared and is deleted upon Client checkout and payment.

By signing this document, I acknowledge that I have read, understand, and agree to all terms of this venue rental contract entered with Miller's Coconut Grove, LLC.

Signature: _____ Date: _____

Print Name: _____

Please complete and sign this form to authorize Miller’s Coconut Grove, LLC, to make a debit(s) to your credit card listed below. Once complete, please email to bookinginfo@millerscoconutgrove.com

By signing this form, you give Miller’s Coconut Grove, LLC, permission to debit your account as indicated below.

This permission does not authorize any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize Miller’s Coconut Grove, LLC to immediately charge my credit account a date-hold deposit in the amount of \$ _____ which is 60% of my total rental fee.

DATE HOLD DEPOSITS ARE NON-REFUNDABLE

This payment is for my event on (date & time) _____.

Please note that the space rental fee balance will also be charged to this card fourteen (14) days before your event.

Please note that if you choose to use an alternative form of payment, the payment timeframe remains the same. If the alternative method of payment has yet to be received by the due date, the original credit card will be charged.

Billing Address: _____ Billing Phone: _____
City, State, Zip: _____ Email: _____

Account Type: Visa MasterCard AMEX Discover

Cardholder Name: _____

Account Number: _____

Expiration Date: _____ (MM/YYYY)

CVV2 Number: _____ (3 digit number on back of Visa/MasterCard or 4 digits on front of

AMEX)

I authorize Miller’s Coconut Grove, LLC to charge the credit card indicated in this authorization form according to the abovementioned terms. This payment authorization is for the event described above. I certify that I am an authorized credit card user and will not dispute the payment with my credit card company, so long as the transaction corresponds to the terms indicated in this form.

DATE HOLD DEPOSITS ARE NON-REFUNDABLE

Signature: _____ Date: _____

Print Name: _____

MILLER'S COCONUT GROVE LLC EVENT LIABILITY POLICY

Please fill out the information below regarding your event at Millers Grove for your General Liability Policy

Named(s) Insured (as it should appear on the policy)

Mailing Address

Email Address & Best Phone Number to Contact You

Date, Time & Type of Event – Baby Shower, Wedding Shower, Etc.

Estimated Number of Attendances

Name of Event (if applicable) or if this will be an annual event.

Alcoholic Beverages – Yes/No

If yes, please specify your option:

- Grove will be providing
- Insured will be providing

Any Concessionaires, exhibitors, or vendors – Yes/No (if yes, please explain)

Please return to or email to:

Great Lakes Insurance Services Group LLC

2 Center Street, Frewsburg, NY 14738

Email: cassidy.akin@greatlakesins.com

Phone: 716-569-4311 x 2312

