

Cypress Manor Event Center Lease Agreement

(updated 2-7-23)

This Lease Agreement (contract) is made on

Date: _____

Cypress Manor staff 501-697-1021 or 501-529-2846

BETWEEN

Grace Holdings Group LTD d/b/a

Cypress Manor Event Center Inc. including Grace Chapel & Anniston Hall

Located at 27 Pritchwood Farm Rd, Conway, Arkansas 72034. Referred to as the "Landlord" or "Cypress Manor",

AND

whose address is

Phone number _____

Drivers License # _____ State _____

Referred to as the "Tenant" or "renter", hereby enter into this service contract and venue rental agreement (hereinafter "Agreement" or "lease"), the relevant terms and conditions of which are set forth as follows:

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:
The building known as Grace Chapel (approx. 140 persons maximum), and/or the building known as Anniston Hall (Event Center 140 persons maximum). Landlord rents to tenant the building described, tables and chairs.

Both of which are located at 27 Pritchwood Farm Rd. Conway Arkansas. Tenant and Tenant's guests are restricted to the Anniston Hall building and Grace Chapel and 100 ft. around it and parking lots. Grace Chapel and/or Anniston Hall are off limits unless leased.

2. **Tenant.** The word "Tenant" shall be presumed to mean the Tenant himself/herself or jointly, as well as any of the Tenant's affiliates, family, contractors, partners, joint venturers, co-tenants, agents, representatives, servants, directors, officers, planners, managers, members, shareholders, owners, business invitees, guests, and employees. Tenant agrees to hold Cypress Manor and its representatives harmless and not liable for any physical injury.

Cypress manor is not responsible for any tangible personal property, inventory, equipment, or other items Tenant brings onto the leased premises. Tenant shall be held jointly and severally liable for all terms and obligations under this Lease. Joint and severe liability means that, while all Tenants are jointly liable for rent and all other obligations under the lease, at the same time any one Tenant may be held responsible to the Landlord for the entire amount of unpaid rent or other charges or for damages owed by any Tenant. Tenant is ultimately responsible for all guests and vendors actions as well as damage to property and missing items. Tenant agrees to hold Cypress Manor harmless in all such events. It is recommended that tenant makes others aware of this lease and rules within it.

3. **Authority of Cypress Manor.** Cypress Manor, its owners, employees and assigned representatives have final say in all matters concerning the event. Any auxiliary personal, security, vendors, caterers, wedding planners, etc., all answer to Cypress Manor even though they are hired by tenant. This lease agreement includes a photo release clause which allows Cypress Manor to use any photos from any event at Cypress Manor's discretion at any time.

4. **Term.** This Lease is for a term commencing at _____ a.m. p.m. on the _____ day of _____, 20__ and ending at _____ a.m. p.m. If a second day is needed such as the case of weddings, commencing at _____ a.m. p.m. on the _____ day of _____, 20__ and ending at _____ a.m. p.m. Make time in final hour for clean-up. **Any time beyond this agreement will be billed at Cypress Manors discretion, \$500 an hour.** This term shall not be extended for any reason unless Cypress Manor and Tenant agree to such an extension in a subsequent signed addendum. The day of wedding, the tenant may arrive at 9 a.m., if event is held on Sunday, tenant may arrive at 12 p.m. Final call for alcohol and last dance will be no later than 9:30 p.m., or an hour and a half before end of time rented. Cypress Manor normal hours are from 9:00 a.m. to 10:00 p.m. then cleanup until 11:00p.m., unless otherwise noted.

Number of Guests Attending: _____ \$50 per additional person will be added. 140 people max unless otherwise noted.

Renter(s) intends to serve alcohol? Yes or No (Renter(s) Initials _____ see the section on Insurance and alcohol and on this lease).

5. **Rent and Pricing.** Cypress Manor Pricing subject to change without notice, depending on certain situations, our staff will help you.

	Grace Chapel	Anniston Hall	Chapel & Hall
Friday	\$1,200	\$3,600	\$4,800
Saturday	\$1,400	\$3,800	\$5,200
Friday & Saturday	\$1,800	\$4,300	\$6,100
Sunday- Thursday	\$1,000	\$2,000	\$3,000
Holidays	\$1,400	\$3,800	\$5,200

_____ Rental of platters and serving trays \$40, must be cleaned and put back in the proper place.

_____ Rental of table flower arrangements \$50.

_____ Security officer(s), if needed (discretion of Cypress Manor).

_____ Security Deposit (\$1200 normally)

Table cloths are for display purposes only.

Hourly or special events can be negotiated. Company parties, Showers, Birthday parties, Reunions, etc. One person over agreed number of guests will add an additional charge of \$50 per person.

_____ Additional extras _____.

Grand total with security deposit, additional rentals, and event center, Credit card payments, Cash App or Venmo will be subject to an additional processing fee of three percent (3%) of amount due. \$ _____.

Amount paid _____ on (date) _____.

Total left to be paid at least 90 (ninety) days before event
\$ _____.

For the usage and occupancy of the leased premises and improvements described herein, the Tenant agrees to pay reasonable rent in the amount above which shall be exclusively for the purposes of rent and not to be constructed as payment for any other services or products that the Cypress Manor or the Tenant may agree upon independently from this agreement.

6. **Payment policy.** All funds tendered to Cypress Manor must be in the form of a personal/business check with adequate proof of identification, cash in the exact amount requested, by credit/debit card, Cash App. or Venmo, all of which can be found at our website, cypressmanorevents.com. Credit card payments, Cash App or Venmo will be subject to an additional processing fee of three percent (3%) of amount due., and any returned/insufficient funds payments will be assessed an additional penalty of fifty dollars (\$50). At least fifty percent (50%) of lease plus security deposit is due at time of this lease and signing. Payments in **full** must be made by ninety days (90) prior to the beginning of the term of this Agreement, or Cypress Manor reserves the right to charge a late payment penalty of ten percent (10%) of the outstanding balance due every 30 days. The above tenant(s) shall be jointly and severally responsible for the obligations contained in this Agreement.
7. **Deposits, refunds and Cancellations.** Reservations of the leased premises by Tenant shall be considered binding only upon Cypress Manor receipt of payment of a security deposit or other as decided by Cypress Manor, together with this fully executed Agreement. The security deposit will be refunded to the Tenant, or the person or entity who makes the deposit on Tenant's behalf, unless instructed in writing otherwise, no later than thirty (30) days after this Agreement, less any applicable late fees, damages, cleanup costs, or late/insufficient payment charges as determined by Cypress Manor. **In the event of a cancellation, the security deposit is non-refundable at any time.**

To whom does Cypress Manor send the deposit to (name & address)

Tenant may be liable for additional costs above security deposit. Should Tenant fail to adequately clean the leased premises upon vacating, with such failure to be considered the remnants of any trash, debris, empty bottles, bottle caps, cans, can tabs, cigarette butts, etc. a minimum of half the security deposit will be deducted. No refunds of security deposit will be given for inclement weather or cancellations.

Cypress Manor shall retain and reserve the right to cancel this Agreement at any time for any reason until twenty-four (24) hours prior to the beginning date and time of the Term set forth hereinabove. Cypress Manor shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly from circumstances beyond its control. Such circumstances shall include, without limitation, severe weather or other acts of God, or civil disruption, acts of government in either its sovereign or contractual capacity, accidents, fires, water damage, floods, earthquakes, or other natural catastrophes, or any causes determined by Cypress Manor, in its sound discretion, to be beyond the reasonable control of Cypress Manor.

Cypress Manor is hereby not liable for any problems, delays, or cancellations due to weather, road conditions or other acts of God. Cypress Manor will make

reasonable efforts to reschedule the dates for the event set forth in this Agreement if such problems render the original dates impractical or impossible to perform by the parties.

In the event of a cancellation, the security deposit is non-refundable at any time.

Cypress Manor must maintain a predictable and reliable schedule to accommodate all potential tenants. Therefore, Cypress manor's cancellation policy is as follows.

If any planned occupancy and usage pursuant to this Agreement is cancelled more than Six (6) months prior to the beginning of the term of this Agreement, any and all payments made, excluding the deposit, will be refunded to Tenant.

If any planned occupancy and usage pursuant to this Agreement is cancelled less than Six (6) months but more than three (3) months prior to the beginning of the term of this Agreement, the Tenant shall will be refunded fifty percent (50%) of contract, excluding the deposit.

If any planned occupancy and usage pursuant to this Agreement is cancelled three (3) months (90 days) prior to the beginning of the term of this Agreement, or at any time less than three (3) months prior to the beginning of the term of this Agreement, the Tenant shall pay one hundred percent (100%) of the contract, in addition to the non-refundable deposit herein.

If Tenant desires to cancel this Agreement and the leased premises therein, Tenant must do so in writing, delivered either by U.S. mail, postage prepaid, certified with return receipt requested, to Cypress Manor at the following address: 27 Pritchwood Farm Rd. Conway Arkansas 72034. In addition, tenant must send email to Cypress manor, stating Tenant's intent to cancel the Agreement to the following email address: craigbip@hotmail.com. Such cancellation is only when Cypress Manor acknowledges receipt of Tenant's written notification and confirms the cancellation in writing.

8. **Use of Premises.** Landlord rents to tenant the building described, tables and chairs. It is understood and agreed that Cypress Manor in its ordinary course of business, leases the subject premises unto Tenants for the purposes of special events that are acceptable to Cypress Manor in the sole discretion of its owners, members, officers, and employees or agents. All usage of the leased premises by Tenant must be lawful under the laws of applicable to municipality or county or state of Arkansas, or United States of America, and must not unreasonably interfere with other persons or properties within the immediate vicinity of the leased premises. Any unlawful, impermissible usage of the property (such as subleasing) by Tenant and /or associates shall constitute an automatic breach of this agreement and Cypress Manor may terminate the same for cause, and retain all funds paid by Tenant as rent and damages, while reserving the right to seek additional damages of relief as afforded under the law. Cypress Manor hours are from 9:00 a.m. to 10:00 p.m. then cleanup until 11:00 p.m., unless different hours are on contract. Cypress Manor asks

that the doors be kept closed as much as possible in order to retain the heating or A/C as well as keep bugs out and noise in.

See other sections of this lease for more use of premises rules.

Tenant is responsible for setting up and take down of venue, Cypress Manor will help when/if necessary and at Cypress Manor's discretion and an additional cost.

Youth functions (under age 21) are required to have one adult chaperone (over age 21) per every 10 minors. Alcoholic beverages will not be served at youth/minor functions.

Live animals may not be allowed on the leased premises unless Cypress Manor provides prior permission thereof, and Tenant shall be responsible for any cleaning or damage associated with any animal being present.

Cypress Manor reserves the right to take photographs of any Event for its own records and future use. Cypress Manor staff may enter any part of the facility, including the rental space at any time, including during the Event.

This property may include free Internet service. The use of Internet at this property is a luxury and not a right. Storage rooms and office or off limits.

Any item left at Cypress Manor for more than ten (10) day will become the property of Cypress Manor.

9. **Décor and Decorations.** Cypress Manor wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items are to be used on our walls or floors. Only low tack tape is allowed on our floors and walls. Any damage or marks will be charged after your event. The use of raw rice, confetti, glitter, smoke and bubble machines is prohibited. Use of such materials will result in a deduction from the security deposit. You may not put holes in any walls, a fee of \$50 will be deducted from security deposit for each hole if made. Should tenant damage any wall or other surface, Cypress Manor shall be entitled to recover costs from damages by way of security deposit or additional expense for each hole, blemish, or other indication of damage caused by Tenant or Tenant's guests or Tenant's subcontractors, improper and impermissible fastening of décor or mistreatment to Cypress Manor property. Dripless Candles may be used only if the candles are in containers and the wick of the candle is at least two (2) inches from the top of the container. There is a limit of three (3) candles per table. Battery operated candles are preferred.

Under no circumstances is the alter to be touched or items moved at Grace Chapel.

10. **Hold Harmless.** Tenant shall indemnify and hold Cypress Manor harmless from and against any claims, suits, damages, costs or expenses of any kind whatsoever for any injuries, death or illness suffered by Tenant. Tenant also agrees that Cypress Manor is not responsible for any items, inventory, equipment or personal or

otherwise brought into the event facility or in the facility's parking lots that are lost, stolen, damaged or otherwise lose value. Tenant specifically waives and agrees to indemnify and hold harmless Cypress Manor, its agents, employees and assigns, from any claims, loss or damage to any guests, vehicles or others as a result of the use of said event space, adjacent areas, parking lot and areas traversed to access said event space.

The parties acknowledge and agree that this provision of the agreement constitutes a mandatory statement of the "express negligence rule," to state in a conspicuous manner, to give fair and adequate notice, that this agreement has provisions requiring one party to be responsible for negligence, strict liability or fault of the other party. The parties agree that the indemnity and insurance obligations contained in this agreement are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa. The parties expressly acknowledge that the indemnity obligations set forth in this agreement shall survive the termination of the agreement.

- 11. Insurance, Security, Alcohol and Smoking.** Tenant may provide alcoholic beverages to guests but pursuant to Cypress Manor's policies and Arkansas state law, Tenant may not sell such beverages in exchange for monetary value or services. Cypress Manor itself will not serve Alcoholic beverages. Anyone serving alcoholic beverages must be a licensed bartender.

Absolutely no alcohol in Grace Chapel at any time other than Holy Communion during church service. Tenant will need an insurance policy when serving alcohol, this is not included in this agreement. Alcoholic beverage service shall be denied to those guests who appear to be intoxicated, by the tenant, bartender, Cypress Manor and/or security, or do not have sufficient proof of being a minimum of twenty-one (21) years old. At 9:30pm will be cut off for alcohol, with no alcoholic beverages being served after. If Tenant intends to serve alcoholic beverages, Tenant must carry separate special event insurance and provide Cypress manor with proof thereof 10 days prior to Tenants occupancy and usage of the leased premises. The insurance must, at the renter's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring **Cypress Manor Event Center**, employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's 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 single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. **Cypress Manor Event Center** shall be named as an additional insured of said policy.

If alcohol is consumed, used, or served on the premises without special event insurance having been obtained by Tenant and proven to Cypress Manor, Tenants security deposit shall be forfeited unto Cypress Manor in full, and Cypress Manor reserves the right to suspend or terminate Tenants occupancy and usage of the premises or if alcoholic beverages are being consumed, used or served in any other manner that would be deemed unreasonable, unlawful, or potentially hazardous.

Cypress Manor suggests but not limited to using **Providence Insurance** in Conway, Neal Martin agent, (501-513-0905) providence insurance@conwaycorp.net who can offer general liability, liquor liability, cancellation due to weather or accident and lawsuit protection. This coverage should protect the tenant and **Cypress Manor Event Center** against alcohol-related accidents, as the tenant is ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their Cater License to Cypress manor as stated, and will be delivered at least ten (10) days prior to the event.

Security officer(s) is recommended for all events by Cypress Manor, especially when alcohol is served or present. Security may be provided by Cypress Manor. Cypress Manor suggests Chris Mitchell (501-733-4256) or Umbrella Security (501-483-4370). If Tenant is to provide their own security officer(s) they must be a current law enforcement officer and approved by Cypress Manor ten (10) days before event. Security officer(s) job is to protect all people involved and property as well as enforce the law, they will be in uniform or at least have badge exposed.

Smoking is not permitted in any of the buildings. Smoking or the use of any tobacco products is strictly prohibited anywhere within the improvements on the property. Smoking is permitted only in the designated area (only area is between Grace Chapel and Anniston Hall at outdoor table and chairs), and all cigarette butts must be properly discarded in the receptacles for that purpose. Cypress manor abides by Arkansas laws concerning the usage of tobacco in public facilities.

- 12. Catering Services.** Tenant may use a catering service to provide food and drink for any event that is scheduled pursuant to this agreement. The Catering service must be approved by Cypress Manor within a reasonable time in advance of the planned event, the service must be either approved by Cypress Manor on a one-time basis or be previously registered as an approved catering service with Cypress Manor, sign an Indemnity and Hold Harmless Agreement in favor of Cypress Manor and if licensed to operate in such capacity, provide a current copy of license.

All catering services shall be responsible for food and drink preparations, cups, glasses, silverware and plates, napkins etc., service, and cleanup in accordance with Arkansas state laws and the standards set forth by the Health Department of the state of Arkansas. Cypress Manor is not responsible for personal property, equipment, food and drink, or other items that the catering service brings onto the leased premises. Cypress Manor staff present at event is entitled to one meal from the caterer if needed.

Warming kitchen is for preparation but not cooking of meals, food needs to arrive fully cooked and ready to serve: warming oven, refrigerator and ice provided by Cypress Manor. Dishwasher and oven/stove are for private use, unless approved by Cypress Manor. Any food (not brought in by tenant) in event center is private property and shall not be used.

- 13. Cleaning and General Maintenance.** Tenant must ensure that the leased premises are returned to Cypress Manor in substantially the same condition in which

Tenant assumed occupancy, all items brought onto leased premises by Tenant or Tenant's guests and invitees must be removed before the expiration of the rental term. Tenant will need to incorporate set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found at the immediate conclusion of the event. All trash must be collected, properly bagged and removed by the renter or the caterer and the furniture/equipment must be rearranged to Landlord's specification. All rental equipment must be removed that night unless approved otherwise by Cypress Manor.

14. **Heating and Cooling.** In order to maintain comfort of Tenant's guest and invitees, Cypress Manor covenants and agrees to provide reasonable means of heating and cooling on the leased premises. Tenant does not have permission to adjust thermostat on premises, please contact Cypress Manor to do so. If additional heating or cooling is needed in the form of portable heaters and fans, Tenant must obtain Cypress Manor's approval of such items for safety reasons.
15. **Furnishings.** Any decorations, furniture, plants/landscaping, or other items that are the sole property of Cypress manor must remain in the premises at all times, without exception. Should Tenant require that certain items be temporarily moved to accommodate guests or in invitees, Tenant must seek prior approval of Cypress Manor, which retains the discretion to move or remove any items. Any items left by Tenant will become the property of Cypress Manor the day after term stated herein.
16. **Reimbursement of Landlord.** If the Tenant shall fail or refuse to comply with any of the terms and conditions of this Lease, the Cypress Manor may carry out and perform such conditions at the cost and expense of the Tenant, which amounts shall be payable on demand to the Landlord. This remedy shall be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.
17. **Public Safety.** Tenant shall not place, or cause to be placed, any items in corridors of areas where such items would obstruct or restrict the use of an emergency exit. If, in the judgement of Cypress Manor, the Tenant's occupancy or usage of the leased premises becomes disruptive, unlawful, or otherwise impermissible, then Cypress Manor reserves the right to temporarily or permanently suspend the usage and demand that Tenant, and all guests and invitees of Tenant, vacate the premises immediately.
18. **Inspection and Repair.** The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

A representative of Cypress Manor team will be available during your entire event and may be checking periodically with the responsible parties to insure everything is operating correctly and safely. They will also be checking the restrooms, the overall premises, replenishing toiletries, and will be available for questions or to respond to needs or issues that may arise.

19. **Entertainment.** Tenant must obtain Cypress Manor's prior approval of any form of entertainment that Tenant desires to have during Tenant's occupancy and usage of the leased premises. Such entertainment may include, but not necessarily be limited to, musical bands or artists, disc jockeys, clowns, etc. Music and noise created by entertainment must be kept at a reasonable volume at all times and must not be amplified to such an extent to disturb the general public. Tenant's entertainment must supply his or her own instruments, audiovisual equipment, and other materials necessary to perform. Tenant agrees with Cypress Manor, that all entertainment shall cease by 9:30 p.m., and any violation of a noise ordinance or complaints of such violation shall be considered a breach of this agreement and event may be terminated without refund. Tenant is responsible for any fine imposed by authorities.
20. **Taxes.** All charges to be paid by Tenant to Cypress Manor for rent or any other services or goods, pursuant to this Agreement or any other independent Agreement, are subject to appropriate and lawful sales taxes levied by the State of Arkansas or any political subdivision thereof, and the Tenant shall be liable for the same.
21. **Validity of Lease.** The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
22. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and Tenant.
23. **Parking.** Tenant's invitees and guests shall park only in the designated parking areas (gravel) and shall not park in such a manner as to obstruct the entry or exit of third parties. Cypress Manor reserves the right to have towed (at owners or tenant expense) those vehicles that may be parked in a noncompliant, unreasonable fashion. Cypress manor shall not be responsible for any theft of a vehicle or any of its contents, or any vehicle that may be sustained on the leased premises. Any vehicles left over night on the leased premises may be towed at Cypress Manor's discretion.

24. **Attorney fees.** In the event Cypress Manor retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Tenant 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.

25. **Capacity.** Maximum at Grace Chapel is 140 persons and Anniston Hall 140 persons. Outside events may vary.

26. **Additional Provisions.** Tenant understands that Grace Chapel is a church as well as a wedding chapel, and that the Landlord will lease and or sublet at Landlord's discretion the property with notification to church entity as soon as leased.
Additional if any:

In Witness Whereof, by signing below, Tenant acknowledges that Tenant or tenants has read, understands, and agrees to comply with all terms, conditions, and provisions herein.

**Grace Holdings Group LTD d/b/a
Cypress Manor Event Center Inc.**

By:

Craig or Shannon Olsen and/or Kelsie Claussen or other representative Date

Name and address of Tenant

By:

Name (printed) Signature Date

Address

Phone number

and Name (printed) Signature Date

Address

Phone number

Organizatin/Company_____

By:

 Name (printed) Signature Date

Address

Phone number and contact name