

Cypress Manor Event Center Agreement

(updated 11-3-23)

This Agreement (contract) is made on

Date: _____

Cypress Manor staff 501-697-1021 or 501-529-2846 or Kelsie 501-412-6536

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 "Host" or "Cypress Manor" (landlord),

AND

whose address is

Phone number _____

Drivers License # _____ State _____

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

- Premises.** The Host does hereby contract to the Guest and the Guest does hereby rent from the Host, the following described premises:
The building known as Grace Chapel (approx. 160 persons maximum), and/or the building known as Anniston Hall (Event Center 160 persons maximum). Host rents to guest the building described, tables and chairs.
Both of which are located at 27 Pritchwood Farm Rd. Conway Arkansas. Guest and Guest'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 contracted.
- Guest.** The word "Guest" shall be presumed to mean the Guest himself/herself or jointly, as well as any of the Guest's affiliates, family, contractors, partners, joint venturers, co-guests, agents, representatives, servants, directors, officers, planners,

managers, members, shareholders, owners, business invitees, guests, and employees. Guest agrees to hold Cypress Manor and its representatives harmless and not liable for any physical injury.

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 Guest. This contract agreement includes a photo recontract clause which allows Cypress Manor to use any photos from any event at Cypress Manor's discretion at any time.

4. **Term.** This Contract 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. Cypress Manor normal hours are from 9:00 a.m. to 10:00 p.m. then cleanup until 11:00p.m., unless otherwise noted. Any time beyond this agreement will be billed at Cypress Manors discretion, normally \$400 an hour.

Guest(s) intends to serve alcohol? Yes or No

See the section on Insurance and alcohol and on this contract).

5. **Rent and Pricing.** Cypress Manor Pricing subject to change, depending on certain situations, our staff will help you.
Hourly or special events can be negotiated. Company parties, Showers, Birthday parties, Reunions, etc.

_____ Anniston Hall

_____ Grace Chapel

_____ Both Anniston Hall & Grace Chapel

_____ Event Insurance (\$350)

_____ Sub-total

_____ Additional extras _____.

_____ Taxes

Grand total Credit card payments or any online payments will be subject to an additional processing fee of three percent (3%) of amount due
\$ _____.

Deposit (usually \$2500), Amount paid _____ on
(date) _____, this deposit in non-refundable.

Total left to be paid at least 30 (thirty) days before event
\$ _____.

For the usage and occupancy of the contracted premises and improvements described herein, the Guest 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 Guest 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 contract plus security deposit is due at time of this contract and signing. Payments in **full** must be made by thirty days (30) 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 Guest(s) shall be jointly and severally responsible for the obligations contained in this Agreement.

Guest shall be held jointly and severally liable for all terms and obligations under this Contract. Joint and severe liability means that, while all Guests are jointly liable for rent and all other obligations under the contract, at the same time any-one Guest may be held responsible to the Host for the entire amount of unpaid rent or other charges or for damages owed by any Guest. Guest is ultimately responsible for all guests and vendors actions as well as damage to property and missing items or injury. Guest agrees to hold Cypress Manor harmless in all such events. It is recommended that Guest makes others aware of this contract and rules within it.

7. **Deposits, refunds and Cancellations.** Reservations of the contracted premises by Guest shall be considered binding only upon Cypress Manor receipt of payment of a deposit or other in writing as decided by Cypress Manor, together with this fully executed Agreement. Guest may be liable for additional costs above deposit.

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 must maintain a predictable and reliable schedule to accommodate all potential Guests. 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 Guest.

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 Guest 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 Guest shall pay one hundred percent (100%) of the contract, in addition to the non-refundable deposit herein.

If Guest desires to cancel this Agreement and the contracted premises therein, Guest must send email to Cypress manor, stating Guest's intent to cancel the Agreement to the following email address: craigbip@hotmail.com. Such cancellation is only when Cypress Manor acknowledges receipt of Guest's written notification and confirms the cancellation in writing.

8. **Use of Premises.** Host rents to Guest the building described, tables and chairs. It is understood and agreed that Cypress Manor in its ordinary course of business, contracts the subject premises unto Guests 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 contracted premises by Guest 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 contracted premises. Any unlawful, impermissible usage of the property (such as subleasing) by Guest 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 Guest as rent and damages, while reserving the right to seek additional damages of relief as afforded under the law.

Should Guest fail to adequately clean the contracted 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. an additional fee may be added or charged to guest at Cypress Manor's discretion as well as any damage to property. No refunds of deposit will be given for inclement weather or cancelations.

Guest is responsible for setting up and take down of venue. Venue will be put back the way it was found. Cypress Manor will help when/if necessary and at Cypress Manor's discretion and may be 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 contracted premises unless Cypress Manor provides prior permission thereof, and Guest 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.

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 guest 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 could result in an additional charge. You may not put holes in any walls, a fee of \$50 will be deducted from security deposit for each hole if made. Should Guest 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 Guest or Guest's guests or Guest'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 without Cypress Manor's approval.

- 10. Hold Harmless.** Guest 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 Guest. Guest 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. Guest 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.

Cypress manor is not responsible for any tangible personal property, inventory, equipment, or other items Guest brings onto the contracted premises. Any property or items left at Cypress Manor for more than ten days after contract becomes property of Cypress Manor.

- 11. Insurance, Security, Alcohol and Smoking.** Guest may provide alcoholic beverages to guests but pursuant to Cypress Manor's policies and Arkansas state law, Guest 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 in Arkansas.

Absolutely no alcohol in Grace Chapel at any time other than Holy Communion during church service. Alcoholic beverage service shall be denied to those guests who appear to be intoxicated, by the Guest, bartender, Cypress Manor and/or security, or do not have sufficient proof of being a minimum of twenty-one (21) years old. Unless noted otherwise, at 9:30pm will be cut off for alcohol, with no alcoholic beverages being served after. Event insurance must be in place when serving alcohol. Cypress Manor shall be named as an additional insured of said policy.

If alcohol is consumed, used, or served on the premises without Cypress Manor's knowledge, the event could be cancelled, or a fine imposed. Cypress Manor reserves the right to suspend or terminate Guests 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.

Renter 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 Guest 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.** Guest 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. All catering services shall be responsible for food and drink preparations, cups, glasses, silverware and plates, napkins etc., service, and cleanup. Cypress Manor is not responsible for personal property, equipment, food and drink, or other items that the catering service brings onto the contracted 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 Guest) in event center is private property and shall not be used.

13. **Cleaning and General Maintenance.** Guest must ensure that the contracted premises are returned to Cypress Manor in substantially the same condition in which Guest assumed occupancy, all items brought onto contracted premises by Guest or Guest's guests and invitees must be removed before the expiration of the rental term. Guest 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 guest or the caterer and the furniture/equipment must be rearranged to Host'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 Guest's guest and invitees, Cypress Manor covenants and agrees to provide reasonable means of heating and cooling on the contracted premises. Guest does not have permission to adjust thermostat on premises, contact Cypress Manor to do so. If additional heating or cooling is needed in the form of portable heaters and fans, Guest 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 Guest require that certain items be temporarily moved to

accommodate guests or in invitees, Guest must seek prior approval of Cypress Manor, which retains the discretion to move or remove any items. Any items left by Guest will become the property of Cypress Manor ten days after term stated herein.

16. Reimbursement of Host. If the Guest shall fail or refuse to comply with any of the terms and conditions of this Contract, the Cypress Manor may carry out and perform such conditions at the cost and expense of the Guest, which amounts shall be payable on demand to the Host. This remedy shall be in addition to such other remedies as the Host may have by reason of the breach by the Guest of any of the terms and conditions of this Contract.

17. Public Safety. Guest 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 Guest's occupancy or usage of the contracted premises becomes disruptive, unlawful, or otherwise impermissible, then Cypress Manor reserves the right to temporarily or permanently suspend the usage and demand that Guest, and all guests and invitees of Guest, vacate the premises immediately.

18. Inspection and Repair. The Guest agrees that the Host and the Host'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 Host nor be construed to create an obligation on the part of the Host 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. Guest must obtain Cypress Manor's prior approval of any form of entertainment that Guest desires to have during Guest's occupancy and usage of the contracted 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. Guest's entertainment must supply his or her own instruments, audiovisual equipment, and other materials necessary to perform. Guest 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. Guest is responsible for any fine imposed by authorities.

20. **Taxes.** All charges to be paid by Guest 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 Guest shall be liable for the same.

21. **Validity of Contract.** The terms, conditions, covenants and provisions of this Contract 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 Contract contains the entire contract between the parties. No representative, agent or employee of the Host 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 Host and Guest.

23. **Parking.** Guest'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 Guest 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 contracted premises. Any vehicles left over night on the contracted 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 contract or to bring an action for the recovery of damages or other charges, the Guest 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 160 persons and Anniston Hall 160 persons. Outside events may vary.

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

In Witness Whereof, by signing below, Guest acknowledges that Guest or Guests 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 Guest

By:

Name (printed) Signature Date

Address

Phone number

and Name (printed) Signature Date

Address

Phone number

Organization/Company _____

By:

Name (printed) Signature Date

Address

Phone number and contact name