

VENUE RENTAL AGREEMENT

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This Venue Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[VENUE OWNER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [VENUE OWNER ADDRESS] ("**Owner**"); and

[RENTER NAME], with an address at [RENTER ADDRESS] ("**Renter**").

Owner and Renter are each a "**Party**" and together the "**Parties**."

Recitals. Owner owns or controls the event space described below and wishes to make it available to Renter for a one-time event, and Renter wishes to rent that space, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. The Venue and Permitted Use

1.1 **The Venue.** Owner grants Renter a license to use the premises located at [VENUE ADDRESS], including the following areas: [ROOMS / AREAS / OUTDOOR SPACES] (the "**Venue**").

1.2 **Permitted use.** Renter may use the Venue solely for [DESCRIBE EVENT, e.g. a wedding reception] (the "**Event**") and for no other purpose without Owner's prior written consent.

1.3 **Maximum occupancy.** The Venue's maximum occupancy is [NUMBER] persons, and Renter will not exceed it. Renter expects approximately [GUEST COUNT] guests.

1.4 **License, not lease.** This Agreement grants a revocable license to use the Venue for the rental period only. It does not create a tenancy, leasehold, or any interest in the real property.

2. Rental Period and Access

2.1 **Rental period.** Renter may use the Venue on [EVENT DATE] from [ACCESS START TIME] to [ACCESS END TIME] (the "**Rental Period**"), including the time needed for setup and breakdown.

2.2 **Setup and breakdown.** Renter and Renter's vendors will complete setup, the Event, and breakdown, and will vacate the Venue, by the end of the Rental Period. Time beyond the Rental Period is billed under Section 3.4.

2.3 **Condition on departure.** Renter will leave the Venue in the same condition as at the start of the Rental Period, ordinary wear excepted, and will remove all items Renter and its vendors brought in.

2.4 **Keys and access control.** Owner will provide access at the start of the Rental Period. Renter will not duplicate keys or access credentials and will return them at the end of the Rental Period.

3. Rental Fee, Deposit, and Payment

3.1 **Rental fee.** Renter will pay Owner a rental fee of [RENTAL FEE] for the Rental Period, plus applicable taxes.

3.2 Reservation deposit. A non-refundable reservation deposit of [AMOUNT OR %] is due on signing to hold the date and is applied to the rental fee.

3.3 Security deposit. Renter will pay a refundable security deposit of [AMOUNT] by [DATE]. Owner will return the security deposit, less lawful deductions for damage, excess cleaning, or overtime, within [NUMBER] days after the Event, consistent with applicable law. Owner will provide an itemized statement of any deductions.

3.4 Overtime. Use of the Venue beyond the Rental Period is billed at [OVERTIME RATE] per hour or fraction, deductible from the security deposit.

3.5 Balance and late payment. The rental-fee balance is due [NUMBER] days before the Event. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

4. Cancellation and Postponement

4.1 Cancellation by Renter. If Renter cancels, the reservation deposit is non-refundable. If Renter cancels within [NUMBER] days of the Event, Renter will also pay [PERCENTAGE] of the rental fee.

4.2 Postponement. Owner will use reasonable efforts to accommodate a new date, subject to availability, and may apply the reservation deposit to the new date. A rebooking fee of [AMOUNT] may apply.

4.3 Cancellation by Owner. If Owner cancels for reasons within its control, Owner will refund all amounts paid and, where reasonable, help Renter locate an alternative venue.

5. Rules and Restrictions

5.1 House rules. Renter and its guests and vendors will comply with the Venue rules attached as **Exhibit A**, including rules on noise, parking, smoking, open flame, and end times.

5.2 Alcohol. [OPTION: Alcohol is not permitted / Alcohol is permitted only if served by a licensed bartender or caterer and only with the insurance and permits described in Exhibit A.] Renter is responsible for compliance with all laws governing the service of alcohol.

5.3 Vendors. Renter is responsible for its vendors' compliance with this Agreement and the house rules. Owner may require vendors to provide proof of insurance.

5.4 Prohibited activities. Renter will not use the Venue for any unlawful purpose, will not affix anything to surfaces in a way that causes damage, and will not exceed maximum occupancy.

6. Insurance

6.1 Event insurance. Renter will obtain event liability insurance of at least [AMOUNT] naming Owner as an additional insured, and will provide a certificate at least [NUMBER] days before the Event.

6.2 Owner insurance. Owner will maintain insurance on the Venue building and its own property. Owner's insurance does not cover Renter's property, guests, or vendors.

7. Damage, Liability, and Indemnity

7.1 Responsibility for damage. Renter is responsible for damage to the Venue and Owner's property caused by Renter, its guests, or its vendors during the Rental Period, beyond ordinary wear.

7.2 Renter's property. Owner is not responsible for loss of or damage to property Renter or its guests or vendors bring to or leave at the Venue.

7.3 Indemnification. Renter will indemnify and hold Owner harmless from third-party claims arising from the Event or from the acts of Renter, its guests, or its vendors, except to the extent caused by Owner's negligence or willful misconduct.

7.4 Limitation of liability. Except for bodily injury, gross negligence, or willful misconduct, Owner's total liability under this Agreement will not exceed the rental fee paid, and Owner is not liable for indirect or consequential damages.

8. Force Majeure

8.1 Definition. Neither Party is liable for failure or delay caused by events beyond its reasonable control, including severe weather, fire, flood, government order, public-health emergency, or loss of utilities at the Venue.

8.2 Effect. If a force-majeure event makes the Venue unusable for the Event, the Parties will work in good faith to reschedule. If rescheduling is not feasible, Owner will refund amounts paid for the unused rental, less non-recoverable costs.

9. Compliance and Permits

9.1 Permits. Renter is responsible for any permits or licenses the Event requires, including amplified-sound, food-service, or special-event permits, unless Exhibit A assigns a permit to Owner.

9.2 Laws. Renter and Owner will each comply with applicable laws, codes, and ordinances in connection with the Event.

10. General Provisions

10.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the courts located in [COUNTY, STATE].

10.2 Dispute resolution. The Parties will attempt in good faith to resolve any dispute through discussion before filing suit. [OPTIONAL: mediation clause — discuss with counsel.]

10.3 Notices. Notices must be in writing and sent to the addresses above and are effective on receipt.

10.4 Assignment. Renter may not assign this Agreement or sublicense the Venue without Owner's prior written consent.

10.5 Entire agreement; amendment. This Agreement and its Exhibits are the entire agreement on their subject and may be amended only in a writing signed by both Parties.

10.6 Severability; waiver. If any provision is unenforceable, the rest remains in effect, and no failure to enforce is a waiver.

10.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER

RENTER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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