

**The Tea Room**  
**713 Walnut Street Suite 600**  
**Des Moines, IA 50309**

## **Event Space Rental Agreement**

This Event Space Rental Agreement (Agreement) is between The Tea Room, LLC (The Tea Room), and the client identified (Renter) by the electronic signature of this Agreement. By electronically signing this agreement the Renter agrees to and will adhere to the stipulations, policy and procedures as outlined in this Agreement. This Agreement sets forth the terms and conditions upon which The Tea Room will provide event space and services to the Renter. Renter acknowledges and agrees to be legally bound by all provisions set forth in this agreement. The terms and conditions of this Agreement between the Renter and The Tea Room are effective for the term commencing on the date electronically signed and will expire once both parties have fulfilled the Agreement. This Agreement supersedes any agreements, written or oral, as to the subject matter hereof. No conditions precedent to the commencement of this Agreement exist. In witness of their understanding and agreement of this Agreement's terms and conditions herein contained, the Renter affixes their electronic signature. The purpose of this document is to inform the individual or group renting event related spaces within The Tea Room about the stipulations, policies and procedures of The Tea Room. Adhering to these policies and procedures will allow the best possible use of the facility and services during your event. To ensure a quality experience during the planning process and the event, please review this agreement in its entirety. If you have any questions regarding the stipulations, policies or procedures of this Agreement, please contact The Tea Room.

## **Agreement Stipulations**

1. The Renter shall pay The Tea Room a deposit of 50% of the rental fee to reserve the space. The reserved date is not guaranteed until this Agreement has been electronically signed and the deposit has been received. This deposit amount will be applied to the total rental charges of the account. If Renter cancels their reservation 6 months or more prior to the Renter's reserved date, 50% of the deposit will be refunded. If the cancelation takes place within 6 months of the Renter's event date, the deposit will be kept in total. All payments by the Renter should be made out to "The Tea Room."
2. The balance of the rental fee and security/damage deposits are due no later than 30 days prior to the event. The security/damage deposit will be returned to the Renter at the completion of the following two items.
  - a. An inspection of the facility by The Tea Room is conducted (within one day of the event) and that inspection deems The Tea Room was not damaged during the event. Damage is defined as damage outside normal wear and tear.
  - b. The Renter has paid the balance of their Tea Room final invoice in full.

3. The final invoice for an event will be paid within 14 days of the event. This balance will include the cost of servers, bartenders and security needed for the Renter's event. This balance will also include the cost of all alcoholic or non-alcoholic beverages that were purchased for the event. All returned checks will be assessed a surcharge of \$35.00.
4. The Renter shall have access to and use of the venue on the reserved event date as outlined in The Tea Room Stipulations, Policy and Procedures of the agreement.
5. A refundable damages/security deposit is also due no later than 30 days prior to the event. This deposit will be returned to the Renter upon full payment for the event, minus any charges for damages done to the venue by the Renter and/or Renter's guests. If repair work (to include painting) and/or excessive cleaning are deemed necessary to repair damages caused by the Renter and/or Renter's associates, guests or contractors (regardless of whether or not such persons did damage with Renter's knowledge) the deposit will be applied to those costs of repair and/or cleaning. An additional damages/security deposit may be required if the Renter has chosen to have a third-party vendor working at the event (band, DJ, comedian, entertainment group, etc.)
6. Renter shall remove all property (decorations, chair covers, additional lighting, etc.) owned or rented by the Renter that was not present at The Tea Room prior to the Renter's event. All owned or rented property will be removed from The Tea Room by midnight of the day of the event unless other arrangement have been agreed to by the General Manager (GM).
7. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that The Tea Room may incur as a consequence of the actions of Renter or any of Renter's associates, guests or contractors and shall indemnify and hold harmless The Tea Room against any and all legal actions which may arise from Renter's use of The Tea Room. Notwithstanding the foregoing, The Tea Room shall be solely responsible for any legal action based upon The Tea Room's negligence, gross negligence, or recklessness, and Renter's indemnification shall not extend to such actions. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.
8. The Tea Room holds the exclusive liquor license for the space and is the only entity allowed to provide alcohol at events hosted at The Tea Room. All non-alcoholic beverages will also be provided by The Tea Room.
9. All serving and bartending staff are employees of The Tea Room and will be the only staff allowed to serve the Renter or their guests. Catering staff will be responsible for preparation of food in the kitchen, plating of meals, replenishment of buffets, chef action stations and a thorough cleaning of the kitchen. The Tea Room requires that the menu

for the event be on file at The Tea Room one week in advance of the event. The menu will help the Tea Room determine a more accurate number of servers and bartenders needed for the event.

## **Tea Room Policies & Procedures**

### **Americans with Disabilities Act (ADA)**

The Tea Room is sensitive to those with special needs. We require Renters to comply with all provisions and regulations of the Americans with Disabilities Act.

### **Animals**

Animals, other than service animals, are not allowed in The Tea Room.

### **Capacity**

Capacity for the spaces will vary based on the room and the setup of each of the rooms. Depending upon the type of event, the Tea Room along with the Jubilee Room, Garden Room, Lounge and Lobby can accommodate up to 395 people. The Tea Room will partner with the Renter to create the desired layout/plan for the event. However, the final decision of the layout/floor plans for an event is responsibility of The Tea Room.

### **Catering**

The Tea Room will provide all in-house wait and bartender service staff for all events. The Renter's caterer of choice will not have any responsibility for providing any service staff at an event. Caterers working at The Tea Room must have a State of Iowa food license and a certificate of insurance on record at The Tea Room. The caterer is also required to send a copy of the event menu to The Tea Room's General Manager one week prior to the event. Food is not to leave the rooms included in the Renter's event. Food is not to leave the sixth floor of the Wilkins Building (the floor on which the Tea Room is located).

### **Beverages**

The Tea Room has a State of Iowa liquor license. All alcoholic and non-alcoholic beverages consumed at an event at The Tea Room will be purchased from and served by The Tea Room. Alcoholic or non-alcoholic beverages are not to leave the rooms included in the Renter's event. Alcoholic or non-alcoholic beverages are not to leave the sixth floor of the Wilkins Building (the floor on which the Tea Room is located).

### **Third Party Vendors**

Any third-party vendor or supplier providing services or equipment to the Renter must be approved by The Tea Room prior to the event, and must provide an applicable Certificate of Insurance one month prior to the event. These vendors include but are not limited to wedding planners, decorators, florists, caterers, photographers, musicians, bands and DJs

## **Decoration Restrictions**

- Tape, nails, tacks or any other adhesives are prohibited on the walls, ceiling, painted surfaces, columns, or windows.
- Decorations may not block doors, fire extinguishers, sprinklers, emergency equipment signage, emergency exits or lighting systems
- Open flames (to include any form of fireworks or sparklers) are not allowed in any part of The Tea Room facilities, including the outside balconies; electronic votive candles are acceptable
- Adhesive-backed decals or stickers are prohibited.
- Glitter, confetti, bird seed, rice are prohibited on the premises.
- Fogging or misting machines are prohibited on the premises.
- Furniture or objects may not be moved or handled by anyone other than The Tea Room staff.
- The Tea Room reserves the right to exclude decorations and/or displays which, as determined in the sole discretion of The Tea Room, might affect, deter from or destroy the existing décor of The Tea Room

## **Equipment**

The Tea Room uses 6-foot and 5-foot round tables, 6 and 8-foot rectangular tables and stackable chairs. Included in the rent of The Tea Room are the tables, chairs, linens (tablecloths and napkins ... white or black), china, glassware and flatware. If additional tables, chairs, linens, china, glassware or flatware are needed beyond what can be provided through The Tea Room then additional items will be rented from an outside vendor and all cost associated with the additional equipment or tableware will be passed on to the Renter. With regard to glassware, The Tea Room will provide glassware for all beverages (both alcoholic and non-alcoholic) during an event. However, the responsibility, liability and monetary consequences of an injury due to broken glass by a guest will be the responsibility of the Renter. The Tea Room has a sound system, projector and two screens (one portable & one permanent at the stage) available to renters at no additional cost. There is also a separate sound system for the Jubilee and Garden Rooms. All equipment will be set-up and operated by The Tea Room staff.

## **Facilities**

The Renter represents and warrants that the Renter will inspect the space(s) to be used at The Tea Room prior to their event, and will report to The Tea Room if they find any conditions found not to be in good repair and/or condition. If the Renter does not report to The Tea Room any deficiencies in the conditions of the space(s) to be used, The Tea Room will conclude that the Renter is in agreement that all spaces are in good repair and/or condition. The Renter will keep The Tea Room in good repair and/or condition at all times during the event. The Renter is responsible for any and all damage and loss related to the use of The Tea Room by the Renter or the Renter's guests and/or third-party vendors beyond normal wear and tear. All activities by the Renter held at The Tea Room must be in compliance with local Fire Department regulations. No event should

exceed the occupancy load specified for each room. The number of guests scheduled to attend the event shall be approved by The Tea Room.

### **Balconies**

One of the amenities of the Tea Room is that there are balconies at fourteen of the Tea Room windows. During acceptable weather conditions, the doors to these balconies can be opened for guests to enjoy fresh air, a more secluded place for conversation and a great view of the cityscape. For Renter and their guests to be able to enjoy the balconies, the Renter will need to instruct The Tea Room to provide access to the balconies for the Renter and their guests. Any injury of the Renter or a Renter's guest related to access to the balconies will be the sole responsibility of the Renter.

### **Fundraising Events**

Any client seeking to use The Tea Room for an event involving fundraising must obtain prior approval from the General Manager and qualify as a nonprofit, tax-exempt organization under section 501(c)(3), or other appropriate sections, of the Internal Revenue Code of 1986, as amended. The Tea Room name may be used as a location of an event, but may not be used as an affiliation to the fundraising cause. The Tea Room is an open forum for the community and the views expressed at or through an event are not necessarily the views of The Tea Room.

### **Marketing**

Content of all printed materials relating to the event, including invitation copy, programs, promotion materials, press releases, electronic copy and radio advertisements must be submitted to the General Manager for review and approval one week prior to being printed. The Tea Room name and logo must be properly displayed on all marketing materials. The Tea Room logo cannot be used by a Renter unless permission has been acquired from The Tea Room.

### **Setup and Tear Down**

Renters must meet with the General Manager to walk through the venue in order to discuss logistics, floor plans, deliveries, and facility concerns prior to the event.

All details must be finalized 14 days prior to a Garden Room and/or Jubilee Room event.

All details must be finalized 30 days prior to a Tea Room event.

All final floor plans are left to the discretion and approval of The Tea Room.

All decorations must be removed from the building at the end of the event, any exception to this rule must be agreed on in advance with The Tea Room GM.

Renters are required to appoint one person as a contact for the day of the event. This person is responsible for set up and removal of all items and decorations

Additional charges may apply for special set ups, set up times, and special china requests.

### **Smoking**

In compliance with the Iowa Smoke Free Air Act, The Tea Room has adopted the following policy: The Tea Room is a nicotine--free environment. Cigarettes, electronic cigarettes, cigars, chewable tobacco and similar products are not permitted on The Tea Room property or within the Wilkins Building. This policy applies to any area within 50 feet from the entrance of the Wilkins Building as well as the balconies.

### **Guest Age Restrictions**

Minors under the age of 18 will not be allowed to attend a Tea Room event without being accompanied by a parent or guardian. Children under the age of 12 need to be accompanied and supervised by a parent or guardian at all times while attending a Tea Room event.

### **Access and Time Parameters**

Those spaces included in the rental of the main Tea Room will be available at 9am on the day of your event. When the Garden Room and Jubilee Room are rented separately the renters will have access to these rooms 4 hours prior to an event. The Garden Room and Jubilee Room can be rented for a maximum of 8 hours. No event is allowed to continue past midnight, unless stipulated and agreed upon with The Tea Room GM 30 days prior to the event. Your running event time will not exceed your rental agreement of 4 or 6 hours. An all-day event will constitute separate pricing. Any changes to the above set times need to be agreed upon in writing 30 days prior to the event.

### **Night Before Rental**

For a Tea Room event, the space may be rented the night before if the space has not already been rented within 4 weeks of your event. You may rent the room at an hourly rate for up to 4 hours, between the hours of 5 and 9. Each hour has a rental rate of \$100. This rental and specific hours of rental must be finalized 2 weeks prior to the event for staffing reasons.

### **Security**

Renter shall be solely responsible to maintain an orderly event and to provide security commensurate with the nature and size of the event. Notwithstanding the Renter's obligation, The Tea Room reserves the right to specify security measures to be taken, when in the sole judgement of The Tea Room, special security measures are warranted. Security will be required at events where alcoholic beverages are being purchased and/or served at the event. The requirement for security at an event with less than 100 guests, where alcoholic beverages are being purchased and/or served will be at the discretion of The Tea Room. All cost and expense of security measures will be paid by the Renter.

### **Permitted Use**

Renter is authorized to use The Tea Room to hold the agreed upon event, and for no other purpose, unless The Tea Room gives the renter prior written authorization for additional permitted uses.

### **Conduct of Event**

The Renter agrees to comply with all federal, state and local laws including, but not limited to, all applicable health and safety codes. The Renter agrees to cooperate with The Tea Room and any relevant governmental authority to ensure compliance with such laws. Renter hereby indemnifies The Tea Room, its owners, directors, officers and employees or other agents for any damage penalties, fines, suits, actions, or other costs (including reasonable attorney's fees) arising out of or in connection with Renter's violation of any federal, state or local laws, rules, regulations or ordinances related to the Renter's use of The Tea Room. The Tea Room reserves the right to remove or cause to be removed from the premises any person or persons whose conduct or attire at The Tea Room is unlawful, disorderly or otherwise objectionable.

### **Force Majeure**

The Tea Room may terminate this agreement without liability upon the occurrence of any circumstance beyond the control of either party, such as acts of God, flood, tornado, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, to the extent that such circumstances make it illegal or impossible to The Tea Room to provide The Tea Room to the Renter on the event date.

### **Right of Refusal**

The Tea Room reserves the right to deny the use or the continued use of its facility (to include termination of the event) to any person or organization (catering companies, décor companies, etc.) not complying with The Tea Room's stipulations, policies and procedures.