

#### CF&G Public Market & Coffeehouse

Signature requested on April 06, 2023

## Private Events Rental Agreement at CF&G **Public Market**

Business: CF&G Public Market & Coffeehouse Recipient: C. F. G. Moody-Warren cofeedgrain@gmail.com 4138 Main St, Unit A, Timnath, CO, 80547 (970) 425-6804

hello@cfgpublicmarket.com

This contract is between CF&G Public Market & Coffeehouse (the "Business") and C. F. G. Moody-Warren (the "Client") dated 04/06/2023.

This agreement contains all policies and conditions for the private rental of the Fairview Parlor inside CF&G Public Market & Coffeehouse. Clients MUST read and agree to the terms in full before renting our venue.

## Terms

#### **FAIRVIEW 1.** Private Rental Description

Our Fairview Parlor and outside patio is located on the 2nd floor of CF&G Public Market, accessible by elevator and stairs.

WE HIGHLY ENCOURAGE Client(s) to book a tour and consultation online prior to submitting a reservation to understand the layout, ambiance, and capacity of our venue.

Private Rentals include:

- > Exclusive use of Fairview Parlor & outdoor patio
- > Furniture as-is (may be rearranged)
- > Wifi internet access

> On-site contact person

\*Additional services & food/beverage items available. See website for information.

If there are any questions, we will contact you prior to sending the electronic invoice.

#### FAIRVIEW 2. Rates & Reservations

Current rental & reservation rates are displayed in the online booking system.

Your date & time will be reserved on a first-come, first-served basis by submitting through the online booking system and an invoice will be sent via email approximately 14 days prior to your event.

#### FAIRVIEW 3. Cancellations & Rescheduling

Your booking is reserved immediately upon submitting through the online booking system. These policies apply regardless of invoice status. Should you cancel or reschedule occur prior to paying the invoice, the invoice will be edited and resent to you with the incurred fees.

#### CANCELLATION POLICY

If you cancel the booking up to 10 days before the rental date, you will be entitled to a refund of \$100.00 USD. If you cancel the booking within 10 days of the rental date, you will not be entitled to a refund. The refund will be processed electronically via Square.

#### PRE-ORDER CANCELLATIONS

Deposits and payments for equipment and additional services will be refunded to you in event of a cancellation, unless the deposit has already been paid to a third-party caterer or business.

Payments for Group Gathering Menu food & drink are nonrefundable.

#### RESCHEDULE POLICY

If you reschedule the booking up to 10 days before the rental date, you will not be charged a reschedule fee. If you reschedule the booking within 10 days of the rental date, your reschedule fee will be \$50.00 USD. The payment will be collected via electronic invoice.

You recognize that the cancellation & reschedule policies are intended to reflect CF&G Services LLC foregoing actual or potential business opportunities in booking the venue for your event and its diminished ability to rent the venue with limited time prior to an event date.

CF&G Services LLC reserves the right to cancel or reschedule your booking at any time due to unforeseen circumstances or booking errors. In the event that CF&G Services LLC cancels or reschedules, we will...

- > Notify you immediately
- > Refund 100% of all payments made to CF&G Services LLC

#### **Recipient initial**

#### FAIRVIEW 4. Other Fees & Charges

Additional fees may occur if:

- > Damage to furniture, equipment, floors & walls \$50 minimum, or replacement/repair costs
- > Cleaning is required beyond wiping counters/tables and sweep/mopping floors \$100
- > Extraneous requests for materials or support are required during your event \$50

An electronic invoice with additional fees will be sent to your email. These charges will be due within 3 days of your event end time.

Day-of requests for add-on services or 30 minutes of additional rental time will be charged at the regular rate, due before leaving the venue.

Additional hours may be purchased day-of your event at double rate, due before leaving the venue.

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#### FAIRVIEW 5. Capacity, Rental Time & Availability

SMALL GROUP LIMITS

Small groups may NOT be larger than 20 people. Should your group exceed this amount, you will be charged the Private Rental rate.

#### PRIVATE RENTAL LIMITS

Actual capacity of the Fairview Parlor varies GREATLY depending on your event type and layout. Consider booking a tour and consultation to discuss options.

- > All guests seated (with folding tables) about 25 people
- > As-is parlor furniture about 35 people
- > Classroom seating about 45 people
- > Cocktail-height tables + couches about 60 people
- > Outside patio additional 10-20 people

Contact us to rent the entire Public Market (both floors) for a capacity of 80+ people.

#### RENTAL TIME

- > Reservation time must include client's setup and break-down needs
- > Access begins at rental start time
- > You, your guests and your personal belongings must vacate the venue by rental end time

#### AVAILABILITY

The Fairview Parlor can be rented daily. Availability is based on a first-come, first-served basis and available dates and times are shown live in the online booking system.

#### FAIRVIEW 6. Additional Services & Catering

Our cafe & general store is open for individual purchases during rental times. Group catering services are available by pre-order through our online Gathering Menu

#### PRE-ORDERS REQUIRED FOR SERVICES

Pre-orders are required for additional services and group food/drink offerings DUE 4 DAYS BEFORE your event to ensure the best quality.

Menus can be found and ordered through our website, or directly at cfgpublicmarket.square.site.

Please type your event date in the order notes when submitting your order.

#### PRIVATE EVENTS ONLY

Outside food and drink is ONLY permitted if it is above and beyond our in-house offerings/services

# FAIRVIEW 6a. Alcohol & Home-Made Food Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

I acknowledge that CF&G Services LLC does not provide, sell, or serve alcoholic beverages for events held at 4138 Main Street, Unit A, Timnath CO. CF&G Services LLC, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

That should I consume alcohol and/or serve home-made food on the property owned by CF&G Services LLC, I acknowledge that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

That should I provide alcohol and/or serve home-made food to family, friends, guests, or third parties on property owned by CF&G Services LLC, I acknowledge that I am solely responsible for any and all damages suffered by myself or third parties as a result to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

#### ALCOHOL

That it is understood and agreed that the Client may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.

2. "Shots", "Jagers" (Jagermeister) or "Energy Drinks" will not be permitted at any time.

3. Client hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.

4. Client hereby expressly grants CF&G Services LLC, at CF&G Services LLC's sole discretion and option, to instruct police officer(s) to remove any person(s) from the Venue, if in the opinion of the CF&G Services LLC

representative in charge, the licensed and bonded Bartender and/or the police officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.

5. Client hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Client's function or event.

That I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I further acknowledge that should anyone under the age of twenty-one (21) consume alcohol on the property owned by CF&G Services LLC, I am solely responsible for the safety and well-being of that individual.

That I am solely responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.

#### HOME-MADE FOOD

The food server is expected to sanitize all food preparation surfaces before they come into contact with food products. Proper hygiene is required at all times. All trash must be collected and properly bagged. Failure to properly clean the catering area will result in additional costs and will be

charged to the Client. In addition to the foregoing, the food server is responsible for cleanup of the event areas. Please allow sufficient time for cleanup of all designated areas at the conclusion of your event. Trash, especially food and drink debris may not be left out for cleanup the following morning. All event trash must be disposed of in designated areas at the conclusion of the event.

CF&G Services LLC does not provide dishes, glassware, pots, pans, knives utensils, etc. for home-made food. The venue will be provided in a clean condition and the space should be returned to a clean condition immediately following your event.

#### RELEASE

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: any and all employees and/or representatives providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim, and do so into perpetuity.

That I have read this waiver of liability in its entirety and agree with its terms. That I have executed the waiver voluntarily and without any inducement. I hereby for myself, my heirs, executors, administrators, or anyone else who might make a claim on my behalf, covenant not to sue, waive, release, and discharge CF&G Services LLC, its owners, operators, employees, agents, and servants from any and all liability, property damage, personal injury, death, disfigurement, or

loss of consortium. This waiver extends to any and all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to hold harmless, defend, and indemnify CF&G Services LLC, its owners, operators, employees, agents, and servants for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol on their property.

#### **Recipient initial**

#### FAIRVIEW 7. What to Expect for Your Booking

UPON YOUR ARRIVAL, YOU WILL ...

- > Be greeted by our team and introduced to your on-site contact person
- > Receive a Guest Check-Out sheet with your event details and a pre-departure checklist
- > Access to the rental space in a clean and organized condition

#### UPON ARRIVAL, YOU MAY ...

- > Set up or move tables, chairs and furniture to suit your event needs
- > Decorate the room with your own decorations using ONLY scotch tape
- > Set up outside food and drinks

Any pre-ordered Add-On Services will be placed near the elevator prior to your arrival.

Any pre-ordered Gathering Menu items will be set for display prior to your guests' arrival to ensure best quality.

#### PARKING & GUEST INFO

Shared parking in available to all guests of the Colorado Feed & Grain landmark businesses, including our private lot, street parking, and the public east lot. See guest & parking information on our website for complete information.

#### UPON DEPARTURE, YOU WILL ...

> Carefully remove all decorations AND adhesives from walls, windows and furniture (NO tape remaining)

- > Gather and remove all personal belongings and outside food & drink
- > Empty all leftover ice or liquids into designated dump sinks downstairs
- > Pay open invoices for additional services, extra time and additional fees incurred
- > Complete the Guest Check-Out sheet, which includes:
- -- gathering all trash/recycling

- -- cleaning large spills and excess messes
- -- resetting tables and chairs to their original positions
- > We welcome you to leave a gratuity for our helpful on-site staff

Failure to complete required tasks prior to departure may lead to additional fees. See Additional Fees clause.

#### FAIRVIEW 8. Acknowledgement

By signing this agreement, I acknowledge...

1. I am responsible for reading and understanding all the policies and conditions for use of the venue.

2. Guests MUST abide by these rules and it is my responsibility to communicate and enforce these policies.

3. I MUST IMMEDIATELY notify on-site staff of any damages, broken glass or issues that arise.

CF&G Services LLC reserves the right to change rental policies at any time.

## Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

### **Business signature**

Owner name	Becca Bay, Proprietor
Owner signature	Becca Bay, Proprietor
Business date signed	04/06/2023

## **Recipient signature**

Recipient name	
Recipient signature	