

FACILITY USAGE AGREEMENT FOR WILLOW CREEK BANQUET HALL

THIS AGREEMENT, made this _____ day of _____, 20 __, by, and between Willow Creek Banquet Hall and _____ hereinafter designated "renter".

In consideration of the covenants and conditions, hereinafter contained:
IS HEREBY AGREED by and between the parties, hereto as follows:

1. Willow Creek Banquet Hall hereby grants to the renter, the use of the following described premises, owned by Willow Creek Banquet Hall, for the following period or periods:
 - a. Building(s) or premises name(s): Willow Creek Banquet Hall
 - b. Time : Noon until Midnight on _____, 20_____
 - c. Renter will not be allowed to enter premises of Willow Creek Banquet Hall before or after scheduled time without previous written consent by Willow Creek Banquet Hall. If additional time is needed beyond the original agreed upon time the renter will be charged an additional \$100 per hour for each additional hour of usage. This amount will be billed to the renter and must be paid within 10 days after the scheduled event.
2. The User shall pay in advance, all necessary fees. The total amount of \$_____ Payable with this agreement no later than 30 days prior to the scheduled usage date. \$1000 of fee is due on signing of contract and is required to secure your rental.
 - a. In the event that the scheduled facility rental is canceled by the renter, the renter will forfeit any payments that have already been made to Willow Creek Banquet Hall.
 - b. Willow Creek Banquet Hall rental is as follows :\$2400 for 12 hours of rental time. If additional time is needed the renter will be charged \$100 per hour and must be agreed upon in writing with Willow Creek Banquet Hall prior to the scheduled event. The additional time which must be paid no later than 10 days after the scheduled event. Any additional time needed will be rounded up to the nearest quarter hour.
 - c. Receptions lasting longer than midnight that have not been previously agreed upon and paid for will be billed a labor fee of \$200 per hour.
 - d. Rental includes the use of 35 round 60" tables, 8 8' banquet tables and 300 chairs. Tables and chairs beyond that will need to be rented from Willow Creek Banquet Hall.
3. User shall not assign, transfer, or sublet this agreement for said premises, or any part thereof without the prior written consent of Willow Creek Banquet Hall.
4. User shall be liable and responsible for any and all damages or injury to said premises or any person or property thereon for the period of occupancy hereunder, and shall reimburse, indemnify and hold Willow Creek Banquet Hall fully harmless from any such damage, and/or injury, including all costs incident, thereto.
5. User shall keep, and/or restore the premises, to neat and orderly condition. Rubbish and debris shall be picked up and properly bagged for removal from the premises, when finished.
6. No smoking in any of the buildings on the property. There are receptacles available for outside smoking only.
7. No environmentally harmful, unsightly or potentially dangerous materials may be used on the property – such as rice, glitter, confetti, silly string or fireworks (including sparklers). Only organic

substances may be thrown outside due to wildlife that may come into contact with any of the things thrown.

8. User agrees to abide by and/or enforce all applicable rules and regulations governing the use and/or occupancy of said premises.

9. Any violation of the above terms and conditions of this usage agreement by the user, guests, or invitees, shall be considered as a breach of this agreement and said user agreement shall be subject to cancellation at the sole discretion of Willow Creek Banquet Hall.

10. Willow Creek Banquet Hall shall not be liable for failure to perform its respective obligations under this agreement when such failure is caused by weather, fire, wind, water, explosion, act of vandalism, war, riot, sabotage, energy related closings or any other cause beyond reasonable control of either party.

11. Due to the environment and location of Willow Creek Banquet Hall, we are unable to control circumstances outside of our control such as weather and road conditions. Willow Creek Banquet Hall is in no way responsible for weather conditions nor is Willow Creek Banquet Hall responsible for road conditions as a direct result of the weather. Willow Creek Banquet Hall is not responsible for the upkeep and maintenance of any public road leading to the rental facility. If for any reason weather prohibits the use of public roads to or from Willow Creek Banquet Hall, Willow Creek Banquet Hall will not be responsible nor will any refunds be made.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on the day and date first above written.

User Signature (bride)_____

User Signature (groom)_____

Address_____

City, State and Zip _____

Phone (s)_____

email address (bride)_____

email address (groom)_____

Make checks payable the Willow Creek Banquet Hall and mail to:

Willow Creek Glass Chapel & Banquet Hall
4072 325th Street
Shelby, IA 51570

We are unable to accept credit cards at this time. Sorry for any inconvenience.