

# Beer Station Venue Proposal



Beer Station  
Venue Rental  
PRICE  
\$ \_\_\_\_\_

TOTAL  
\$ \_\_\_\_\_

495 Holly St Junction City OR 97404

## **-Beer Station-**

You can bring your own seating to fit more people

## **- Main Dining-**

- 3 Booths each seating 4 people
- 4 Large bench tables seating 8 people each
- 3 Large flat screen Tv's

Fully heated and air conditioned

- 2 Bathrooms

Available games, Jenga, board games ect..

**Total available indoor seating for 44 people**

Can bring your own chairs and table to seat more people

## **- Bar Area**

- 10 Reclined seates with small tables
- 4 Circular 36inch tables with 4 bar stools each
- 4 Bar stools at the bar top
- 2 Big screen TV's
- 1 Bathroom

**Total available indoor seating for 30 people**

Can bring your own chairs and table to seat more people

## **-The Patio-**

2 Picnic tabes with seating for 6 each

11 Individual chairs

**Total available patio seating for 23 people**

You can bring your own seating to fit more people

## **-The Courtyard-**

- 3 Large round table with seating for 8 each
- 7 Large bench table with bench seating for 6 each
- 4 Individual chairs throughout the courtyard

**- Courtyard available seating for 70 people-**

You can bring your own seating to fit more people

- 3 Outdoor tents 20x30 for covered seating all ready set up
- Beautiful flowers beds all through out the Beer Station
- Stage 20x12 that can be used for addtional seating or for live music

Max capacity 500

Some decor permitted

## **Payment Plan**

1. \$ \_\_\_\_\_ Due At signing of contrtact

2. \$ \_\_\_\_\_ Due 24 hours before the event date

**Total Amount** \_\_\_\_\_

## CONTRACT VENUE AGREEMENT

This Venue Agreement (the "Agreement"), as of the date set forth below is between Beer Station Inc (the "Venue"), and the undersigned (the "Client(s)"), hereinafter together referred to as the "Parties" or as "Party."

- 1. FACILITY AND SERVICES RENTAL.** Venue agrees to provide use of the facilities (the "Facilities") on the premises ("Premises") as set forth in Exhibit A - Facilities for the event (the "Event") described in Exhibit B – Event (the "Services"). Client shall use the Venue's Facilities for the stated purposes only.
- 2. PRICE AND PAYMENT.** Payment shall be provided in non-refundable Installments in the amounts indicated in Exhibit C – Payment. This Agreement shall not be considered in effect until this Agreement is fully executed by both parties and Venue receives the First Installment. Venue may suspend the Services until all Installments are timely received.
- 3. NON-REFUNDABLE INSTALLMENTS.** Venue operates under a fixed schedule maintained months and years in advance. Upon signing, Venue foregoes other business opportunities and makes arrangements a substantial amount of time prior to the Event, including retention of personnel and equipment. Cancellation of the Event at any time shall cause damages that are difficult to assess. Therefore, Installments are considered earned on receipt and ARE NON-REFUNDABLE. Time is of the essence for Installments due as set forth in Exhibit C. Venue reserves the right to terminate the Agreement (and retain all previous Installments paid) without any further obligation to Client if any Installment is not paid within 29 days of the due date. Should Event be cancelled, Client agrees that forfeiture of Installments is a reasonable measure of Venue's damages. Installments are separate and apart from required Damage Deposit.
- 4. DATE CHANGE, CANCELLATION, EVENT INSURANCE.** No changes to the Event date are permitted without Venue approval. Date changes are considered a cancellation of the Event. If Client cancels the Event, Venue reserves the right to retain any Installments paid and may terminate this Agreement. Within 60 days of execution of this Agreement, Client shall obtain Event Insurance Policy to mitigate Client's risk of loss of Installments due to date change, Event cancellation or Force Majeure Event.
- 5. DAMAGE DEPOSIT.** Client shall provide a Damage Deposit in the amount of Three Hundred Dollars (\$300) within thirty (30) days of Event Date. Damage Deposit may only be used as reimbursement for any damages or cleanup expense incurred due to misuse of the facilities or non-adherence to the Agreement by Client, attendee, or vendor. Upon completion of the Event, Venue shall inspect the Premises. Upon satisfactory completion of the inspection, Venue shall refund the Damage Deposit within ten days after the Event. Damage Deposit is separate and apart from Installments paid for the Services. Should the Event be cancelled, Damage Deposit shall be returned to Client within ten days of cancellation.
- 6. VENDORS.** Independent agents, contractors and/or any other persons hired by Client to perform services before or during the Event ("Vendors") on the Premises will be required to provide evidence of liability insurance with Beer Station Inc named as Additionally Insured on such evidence. Venue reserves the right to prohibit a Vendor from being allowed on the Premises for lack of evidence of insurance. Further, all Vendors must be approved by Venue prior to the Event and Client agrees to provide Venue with the contact information of all vendors prior to 10 days from the Event Date. Vendors are responsible for their own products and deliveries. Deliveries will not be accepted earlier than the prescribed Set Up Time in Exhibit A.
- 7. ATTENDEES.** The maximum allowable number of attendees ("Max Occupancy") for the Venue is 500. Attendees shall be defined as all Guests. Client agrees to notify Venue of the final total number of Attendees no less than 10 days prior to the event. Venue reserves the right to refuse entry to Event attendees if the Max Occupancy is reached.
- 8. PRE-EVENT VISITATION.** Venue agrees to allow Clients to visit the Premises up to 3 times prior to the Event at times and dates approved by Venue.
- 9. LIMITED LIABILITY AND INDEMNITY.** Venue will not be responsible for the damage, loss or theft of any Client or Guest merchandise or articles on the Premises prior to, during or following the Event. Client is responsible for any damages done to the Facilities during the Event by Guests or any independent agents, contractors or persons hired by Client. Client will provide a Credit Card in Exhibit C to pay for any damages that may occur to the Premises or its Facilities. Venue shall not be liable to Client for any claim, including for non-performance or incomplete performance of the Services, whether in contract, warranty, tort, or other legal theory, for an amount in excess of the price actually paid by Client to Venue. Client agrees to hold Venue harmless for any and all actions, including for personal injury, arising from Venue's negligent performance of the Services, to the fullest extent of the law.

**10. DISCLAIMERS.** Since the Venue is also an operating beer garden, the Premises may look different on the day of the Event than it does at the time of execution of this Agreement.

**11. GENERAL LIABILITY INSURANCE.** Prior to the Event, Client shall obtain a general liability insurance policy ("Policy") for the Event and provide a valid certificate of insurance (COI) naming Venue as an additional insured. The general liability coverage shall include not less than \$1,000,000 per occurrence and \$1,000,000 per Policy as well as damages to rental premises coverage in the amount of at least \$50,000.

**12. FACILITY RULES.** Client agrees to adhere to all Facility Rules as set forth in Exhibit D. It is the Client's responsibility to inform its Guests and Vendors of the Facility Rules. Venue reserves the right, and Client hereby agrees, that Venue may enforce its Rules in any manner it deems appropriate and/or necessary.

**13. IMAGE USE BY VENUE AND MODEL RELEASE.** Venue may film and/or photograph the Event and shall be considered the copyright owner of such footage. Client agrees and warrants that Venue's video and/or photography of the Event will not interfere with contractual obligations that Client may have with other photographers. Venue has the irrevocable right to reproduce, publish, exhibit, and otherwise use the footage created by Venue hereunder, in conjunction with Client's name or identity, for advertising and marketing purposes, offline and online, including usage as samples on Venue's website, on promotional materials, in albums presented to prospective clients, or provided to various vendors, event locations, and venues for display. Client consents to the use of any published materials, including blog content or advertising copy that coincides with such publication or use of the images, and Client hereby waives any right to review or approve such materials. Client releases and discharges Venue from claims arising from image use, including without limitation, defamation, or violation of any right of publicity or privacy.

**14. MISCELLANEOUS.** Venue reserves the right to assign its duties under this Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all previous representations and statements, whether written or oral. This Agreement may be amended only upon mutual, written consent. If any provisions of the Agreement shall be held to be unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**15. MATERIAL BREACH.** In addition to rights held by Venue set forth in Section 4, Venue shall retain the right to terminate this Agreement for cause, and retain all Installments paid up through termination, at any time upon written notice to Clients. For the purposes of this Agreement, "for cause" shall mean damage to the Venue in excess of \$500 caused by Client's negligence or Client's violation of Facility Rules.

**16. DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the State of Oregon. Any legal action arising under this Agreement shall be brought exclusively in the state courts located in Eugene Oregon, and Parties hereby waive all right to object to such jurisdiction or venue. Should Venue prevail in any legal action, irrespective of the Party originally bringing the legal action, Client agrees to pay the amounts owed, plus all costs of collection, including reasonable attorneys' fees. "Prevail" shall be determined by comparing the amount awarded, including interest (if any), with the last settlement position of the respective parties. Offers or demands prior to the last settlement position shall not be considered.

**17. FORCE MAJEURE.** Venue shall not be responsible for any failure to perform any obligation due to unforeseen circumstances or causes beyond Venue's reasonable control, including acts of God, wildfire, earthquake, hurricane, flood, lightning strike, war, terrorist attack, riot, labor strike, utility failure/malfunction (electrical, gas, water or sewer), or if the State or Local Government having jurisdiction over the Venue issues any law, executive order, or similar proclamation within five (5) days of the Event (regardless of the expiration date) which either prohibits the Event from taking place altogether or limits gatherings to less than 30% of the originally scheduled number of Event attendees (a "Force Majeure Situation"). Unless otherwise agreed to by the Parties, a Force Majeure Situation cannot be deemed to have occurred outside of five (5) calendar days prior to the Event. Should a Force Majeure Situation occur, Parties shall have no obligation to reschedule, Venue shall retain all Installments previously paid, and this Agreement shall terminate. Notwithstanding the preceding, if Client submits a claim on Client's event insurance policy due to a Force Majeure Situation for purposes of obtaining recovery of monies paid to Venue, and such claim is denied, Venue agrees to reschedule the Event within 12 months of the original Event date, provided the new Event date is of the same or lesser value. At that time, should Parties be unable to reschedule, or if Client is unwilling to reschedule, Venue shall retain all Installments previously paid and this Agreement shall terminate.

EXHIBIT A – FACILITIES Premises: 495 Holly St Junction City Oregon 97404

**- Main dining available seating for 44 people**

- 3 Booths each seating 4 people
- 4 Large bench tables seating 8 people each
- 3 Large flat screen TV's

Fully heated and air conditioned

- 2 Bathrooms

Available games, Jenga, board games ect..

**- Bar area available seating for 30 people-**

- 10 Reclined seates with small tables
- 4 Circular 36inch tables with 4 bar stools each
- 4 Bar stools at the bar top
- 2 Big screen TV's
- 1 Bathroom

**Total available indoor seating for 74 people**

Can bring your own chairs and table to seat more people

**-The Patio-**

- 2 Picnic tabes with seating for 6 each
- 11 Individual chairs

**Total available patio seating for 23 people**

You can bring your own seating to fit more people

**-The Court Yard-**

- 3 Large round table with seating for 8 each
- 7 Large bench table with bench seating for 6 each
- 4 Individual chairs throughout the courtyard

**- Courtyard available seating for 70 people-**

You can bring your own seating to fit more people

- 3 Tents 20x30 for covered seating already set up
- Beautiful flowers beds all through out the Beer Station
- Stage 20x12 that can be used for additional seating, live music or whatever you'd like

Max capacity 500.

Some decor permitted

**Beer Station Additional Details**

- Up to 10 Hours access to the entire venue on event day

**EXHIBIT B – EVENT**

Event Date: \_\_\_\_\_

Estimated Total Number of Attendees: \_\_\_\_\_

Event Set Up Time: \_\_\_\_\_

Event Time: \_\_\_\_\_

Event Take Down Time: 10 PM to 11 PM

**EXHIBIT C – PAYMENT**

Total Price: \_\_\_\_\_

Installment 1: \_\_\_\_\_

Installment 2: \_\_\_\_\_

Damage Deposit: \$\_\_\_\_\_ Damage Deposit Due Date: 1 day prior to Event Date

**Payment Method Agreement**

This legally binding Payment Method Agreement (the "Payment Method Agreement") between Beer Staion Inc and/or its affiliates/assignees (hereinafter referred to as "Venue") and the undersigned (hereinafter referred to as "Client"). Client acknowledges that he/she has read, reviewed and understands this entire Payment Method Agreement and agrees to all terms and conditions. Client, you the buyer, may cancel this Payment Method Agreement without any penalty, at any time prior to midnight of the third (3) business day after the date of this Agreement. After 3 business days, all sales are final and Client is no longer eligible for a refund. If Client pays by credit card, the card (or cards) may be processed when Client signs this Agreement. If payment method is by check, Venue may process Client's check as early as the first business day after the date of Client's purchase. Client agrees that Venue may initiate credit/debit entries to his/her account. Client's refusal to honor a transfer may result in an additional charge of \$50. If a check is returned, Client will be charged an additional \$50. Client's authorization is effective until Client notifies Venue in writing otherwise. The undersigned understands and authorizes that any charge or debit is being processed by Venue and/or its affiliates/assignees on any statement or receipt evidencing such charge or debit.

**Payment Method:**

Bank Transfer: \_\_\_\_\_

Check: \_\_\_\_\_

Credit Card: \_\_\_\_\_

**EXHIBIT D – FACILITY RULES**

The following are the rules (“Rules”) regarding personal conduct, activities and functions on, about or involving the Facilities and the Premises. If any of these Rules are violated, Venue reserves all of its legal rights to preserve its property and safety under the circumstances, including, but not limited to; reducing the event in duration, size, location, activities, attendees, etc, or even cancelling the Event altogether.

**1. BEVERAGES.** No beverages will be allowed on site other than those sold and served by the Beer Station. Failure to abide by this will result in immediate termination of the event.

**2. DECORATIONS.** All decorations to be hung, nailed, attached, or adhered to Venue must be approved by the Venue prior to the Event. Unless otherwise approved, the use of staples, tacks, nails, tapes leaving residue (ex. Duct tape) are prohibited. No paper, artificial flower petals or other confetti throwing is permitted. All signs must be approved by Venue.

**3. ATTENDEE BEHAVIOR.** Client is responsible for ensuring the appropriate behavior of themselves and their Event attendees. Clients and all attendees must follow all federal, state and local laws at all times. Fighting, threats or appearances of imminent fights, or other unruly or disruptive behavior is prohibited, including any threatening or hostile behavior (including unwelcome sexual advances, physical contact) towards Venue personnel. Client agrees to take appropriate responsive action, up to and including the guest’s expulsion from the Event. If any situation arises involving any form of criminal activity, Venue will contact the police immediately.

**4. NOISE:** Event must end on or before 10PM due to local noise ordinance laws. Furthermore, as to not be considered a concert per local laws, the maximum decibel level outside the barn shall be no more than 60 dBA. Maximum indoor level shall not exceed 80 dBA. If noise levels exceed these maximums, Client agrees that noise level must drop immediately and agrees to cooperate with all measures necessary to do so. If the problem persists, event may be terminated at sole discretion of Venue.

**5. MISCELLANEOUS**

- Client is responsible for post event clean up. No smoking on site. No -fireworks or open flame candles.
- No fire arms or other weapons.
- Parking is in designated lots only.
- All rentals, lost & found and/or personal items must be removed from property by 11AM the following day after the Event.

**AGREEMENT PARTIES**

VENUE PRINTED NAME: Beer Station, Venue Manager of Beer Station VENUE PHONE: 541 234 2112

VENUE EMAIL: Beerstationjc@gmail.com

VENUE ADDRESS: 495 Holly St Junction City OR 97404

CLIENT 1 PRINTED NAME: \_\_\_\_\_

CLIENT 1 EMAIL: \_\_\_\_\_

CLIENT 2 PRINTED NAME: \_\_\_\_\_

CLIENT 2 EMAIL: \_\_\_\_\_

The parties have executed this Agreement on the date of their respective signature set forth below.

\_\_\_\_\_  
Beer Station

\_\_\_\_\_  
Client 1

\_\_\_\_\_  
Client 2