**MARKET SQUARE EVENT SPACE**
4800 Market Square Lane, Midlothian, Virginia 23112
Email: EventsatMarketSquare@gmail.com

# EVENT VENUE RENTAL AGREEMENT

This Event Venue Rental Agreement ("Agreement") is entered into as of the date last signed below ("Effective Date") by and between:

JIPJAP, LLC, dba Events at Market Square, a Virginia limited liability company, located at 4800 Market Square Lane, Suite C Midlothian, Virginia 23112 (hereinafter "Venue"), AND the Renter identified below (hereinafter "Renter").

By signing this Agreement, Renter acknowledges they have read, understood, and agree to all terms and conditions set forth herein.

## 1. EVENT & RENTER INFORMATION

| | |
|---|---|
| **Renter / Client Name:** | _____ |
| **Organization (if any):** | _____ |
| **Mailing Address:** | _____ |
| **City, State, ZIP:** | _____ |
| **Phone Number:** | _____ |
| **Email Address:** | _____ |
| **Government-Issued ID #:** | _____ Type: _____ |
| **Event Name / Type:** | _____ |
| **Event Date:** | _____ |
| **Event Start Time:** | _____ AM / PM (includes setup/decor time) |
| **Event End Time:** | _____ AM / PM (all guests departed) |
| **Estimated # of Guests:** | _____ |
| **Caterer Name & Contact:** | _____ |
| **Other Vendors:** | _____ |

Renter confirms that they are at least 21 years of age and will be present on the premises for the duration of the rental period. Renter is responsible for the conduct of all guests and vendors.

## 2. VENUE DESCRIPTION & INCLUDED AMENITIES

The Venue consists of approximately 5,400 square feet of climate-controlled, open-format event space located at 4800 Market Square Lane, Suite C Midlothian, Virginia 23112. The following amenities are included in all rental packages at no additional charge:

- Brand-new luxury vinyl plank (LVP) flooring throughout the main event space
- Tables and chairs (136 chairs and 17 5' tables are available for your configuration and use.)
- Caterer's kitchen: refrigerator, standard oven/range, and commercial-grade sink
- Ample private parking lot — no parking fees
- Restrooms (ADA-accessible)
- Climate control (heating and air conditioning)
- Wi-Fi access
- Standard lighting

**Maximum Occupancy: 200 people**

Renter shall not exceed the posted maximum occupancy at any time. Violation may result in immediate termination of the event without refund.

## 3. RENTAL FEES & PAYMENT TERMS

| Package / Item | Duration | Standard Rate | Holiday Rate | Selected |
|---|---|---|---|---|
| Weekday Daytime (Mon-Thu, 9am-3pm) | 6 hrs | $500 | N/A | ☐ |
| Weekday Evening (Mon-Thu, 4pm-10pm) | 6 hrs | $650 | N/A | ☐ |
| Weekday Full Day (Mon-Thu, 9am-10pm) | 13 hrs | $1,000 | N/A | ☐ |
| Friday Evening (3pm-11pm) | 8 hrs | $1,200 | +$200 | ☐ |
| Saturday Half Day (9am-2pm) | 5 hrs | $1,000 | +$200 | ☐ |
| Saturday Evening (4pm-11pm) | 7 hrs | $1,400 | +$250 | ☐ |
| Saturday Full Day (9am-11pm) | 14 hrs | $1,800 | +$350 | ☐ |
| Sunday (10am-8pm) | 10 hrs | $1,100 | +$200 | ☐ |
| Full Weekend (Fri-Sun) | 3 days | $4,200 | +$500 | ☐ |
| Hourly / Micro Block (Mon-Thu only, 2 hr min) | Per hr | $100/hr | N/A | ☐ |

| | | |
|---|---|---|
| **Base Rental Fee** | $ | _____ |
| Additional Set Up time (if approved) $75/hour | $ | _____ |
| Refundable Security Deposit (separate — see Section 4) | $ | _____ |

| TOTAL AMOUNT DUE (excl. security deposit) | $ | _____ |
|---|---|---|

### PAYMENT SCHEDULE

- Booking Deposit (non-refundable): 50% of total rental fee is due at signing to reserve the date.
- Final Balance: Remaining 50% is due no later than fourteen (14) calendar days prior to the Event Date.
- Failure to remit final payment by the due date may result in cancellation of this Agreement and forfeiture of the booking deposit.
- Accepted Payment Methods: Credit/debit card, Zelle, certified check, or cash. A 3% processing fee applies to all card transactions.

Late Payment: Any balance not received by the due date will incur a late fee of $50 per day until paid in full.

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## 4. SECURITY DEPOSIT

A refundable security deposit is required for all rentals, in addition to the rental fee, as follows:

| Rental Package | Security Deposit Amount |
|---|---|
| Weekday (2–6 hour blocks) | **$300** |
| Weekday Full Day | **$300** |
| Friday Evening | **$500** |
| Saturday (any package) | **$750** |
| Sunday | **$500** |
| Full Weekend Package | **$1,000** |

Security Deposit — Due Date & Payment: The security deposit must be paid by separate transaction (check, Zelle, or card) no later than fourteen (14) days prior to the Event Date, or at signing if the event is within 30 days.

Security Deposit — Return Conditions: The security deposit will be returned in full within five (5) business days following the event, provided ALL the following conditions are satisfied:

- The Venue is returned in the same condition as it was received, as documented by the pre-event walk-through checklist (see Section 9).
- All cleaning requirements in Section 9 have been fully completed by Renter.
- No damage has occurred to the Venue, flooring, furniture, kitchen equipment, fixtures, or any other property of the Venue.
- No unauthorized vendors or unapproved alterations were made.
- The event concluded no later than the agreed end time.
- All applicable fees and charges have been paid in full.

Security Deposit — Deductions: The Venue reserves the right to deduct from the security deposit any amounts for:

- Damage repair or replacement beyond normal wear and tear
- Cleaning costs if renter fails to meet cleanup obligations (minimum $250 cleaning fee; up to $500 for excessive mess)
- Overtime charges for events running past the agreed end time ($100 per hour or any portion thereof)
- Unreturned or damaged equipment, tables, or chairs
- Any fines or penalties incurred because of Renter's conduct

If the cost of damages or cleaning exceeds the security deposit, Renter agrees to pay the balance within ten (10) business days of receiving a written invoice. An itemized statement of all deductions will be provided within five (5) business days after the event.

## 5. CANCELLATION & RESCHEDULING POLICY

All cancellation requests must be submitted in writing (email to the Venue's official address or certified mail) and will be effective upon written confirmation from the Venue.

Cancellation Fees:

- 60 or more days prior to Event Date: Full refund of booking deposit (non-refundable portion waived as a courtesy).
- 31 to 59 days prior to Event Date: 50% of booking deposit returned as a Venue credit (not cash); no cash refund.
- 30 or fewer days prior to Event Date: Booking deposit is forfeited in full. No refund or credit will be issued.
- Same-day cancellations or no-shows: Full rental fee is forfeited.

Rescheduling: Renter may reschedule the event one (1) time at no charge, provided written notice is received at least thirty (30) days in advance and the new date is subject to availability. A second reschedule will incur a $100 administrative fee. Reschedules made fewer than 30 days in advance are treated as cancellations.

Acts of God / Force Majeure: In the event the Venue becomes unavailable due to a declared state of emergency, natural disaster, or government-ordered closure, the Renter's booking deposit and security deposit will be returned in full or applied as a credit toward a rescheduled date at Renter's election.

## 6. VENUE RULES & PROHIBITED USES

Renter agrees to comply with all Venue rules and all applicable federal, state, and local laws during the rental period, including those governing fire safety, ADA accessibility, health codes, and noise ordinances. Renter agrees to be present at the event from the time of entry to closing and locking up facility.

### 6.1 ALCOHOL POLICY

- Alcohol may be served at events. Renter is solely responsible for compliance with all Virginia Alcoholic Beverage Control (VA ABC) regulations.
- Alcohol may NOT be sold to guests (i.e., Renter may not operate a cash bar unless a licensed mobile bar vendor is used with proper ABC permits).
- Renter assumes full liability for any alcohol-related incidents, injuries, or violations of law.
- Events with alcohol and 100 or more guests may be required to engage at least one (1) licensed security guard (see Section 6.3).

### 6.2 NOISE & HOURS

- All amplified music and sound must conclude by 11:00 PM.
- Venue doors must be closed by the agreed end time; guests must vacate the premises (including parking lot) no later than fifteen (15) minutes after event end time.
- Renter is responsible for keeping noise at a level that does not disturb neighboring businesses or residences.

### 6.3 SECURITY

- Renter may be required to provide at least one (1) licensed security guard (provided by a third-party security company) for any event with alcohol service involving 100 or more guests, or any event that the Venue reasonably deems to carry elevated risk.
- The Venue reserves the right to require security at its sole discretion for any event.

- Security costs are the sole responsibility of the Renter.

### 6.4 DECORATIONS & ALTERATIONS

- Decorations are permitted; however, the following are strictly prohibited:
  - Open flames, candles, or any flammable decorative items (flameless LED candles are permitted)
  - Nails, staples, screws, or adhesive hooks that damage walls, ceilings, or floors
  - Confetti, glitter, loose feathers, or similar materials that are difficult to clean
  - Hanging or suspending items from light fixtures, sprinkler heads, HVAC vents, or electrical conduits
  - Fog machines, smoke machines, or pyrotechnics of any kind
- Renter must use only painter's tape or Command Strips (removable adhesive) for affixing decorations to walls. All must be removed at the end of the rental period.
- No permanent alterations, paint, or structural changes may be made to the Venue.

### 6.5 CATERING & KITCHEN USE

- Renter is free to use any licensed, insured caterer of their choice (open vendor policy). Caterer contact information must be provided to the Venue no later than seven (7) days before the event.
- Caterers must carry a minimum of $1,000,000 general liability insurance and provide a certificate of insurance naming Events at Market Square as an additional insured.
- The caterer's kitchen (refrigerator, oven/range, microwave, sink) is included at no extra charge. Renter and caterer are responsible for leaving the kitchen clean and in working order (see Section 9).
- No grilling, deep frying, or open-flame cooking is permitted inside the Venue. Outdoor cooking must be approved in advance and conducted at least 15 feet from the building.

### 6.6 SMOKING & VAPING

- Smoking and vaping are strictly prohibited inside the Venue at all times.
- Smoking is permitted in designated outdoor areas at least 25 feet from any entrance.
- Renter is responsible for properly disposing of all smoking materials.

### 6.7 PROHIBITED USES

The following uses are strictly prohibited:

- Any event exceeding the posted maximum occupancy
- Illegal activities of any kind
- Activities that violate any local, state, or federal law or ordinance
- Events involving weapons, fireworks, or explosives
- Subletting, assigning, or sharing the rental with another party without written consent
- Events intended to harass, intimidate, or target any individual or group
- Use of the Venue's address for commercial licensing or permit applications without prior written approval

### 6.8 EVENTS FOR MINORS

- Events for minors under the age of nineteen (19) years are required to be continuously chaperoned by the Renter hosting the event. One (1) adult chaperone is required for every ten (10) minors in attendance.

### 6.9 ANIMALS OR PETS

- No pets or other animals, other than trained or certified service animals by Renter or guest are permitted in the space.

## 7. INSURANCE REQUIREMENTS

Renter agrees to obtain and maintain, at Renter's sole expense, a Special Event Liability Insurance policy for the duration of the rental period with the following minimum coverages:

- General Liability: $1,000,000 per occurrence / $2,000,000 aggregate
- Host Liquor Liability: Required if alcohol will be served
- Additional Insured: Policy must name "JIPJAP, LLC dba Events at Market Square" as an additional insured

Proof of insurance (a certificate of insurance) must be submitted to the Venue no later than seven (7) calendar days prior to the Event Date. Failure to provide proof of insurance by this deadline may result in cancellation of the event without refund of the booking deposit.

Note: Special event insurance is readily available through many insurance providers and online platforms, typically ranging from $75 to $200 for a single-day event.

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## 8. OVERTIME

The rental period includes the time stated in Section 1 of this Agreement, including all setup, event, and breakdown/cleanup time. Renter should plan accordingly.

If the Renter or any guest, vendor, or service provider remains at the Venue beyond the agreed end time, an overtime fee of $100.00 per hour (or any portion thereof) will be charged and deducted from the security deposit. Persistent occupation beyond two (2) hours past the agreed end time will be treated as trespass.

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## 9. CLEANUP REQUIREMENTS (MANDATORY)

Renter is solely responsible for cleaning the Venue to the standards described below before vacating. Cleanup must be completed within the rental period. The Venue does not provide cleaning staff as part of the standard rental; the post-event cleaning performed by Venue staff is a deep sanitation service paid for by the security deposit only in the event of non-compliance.

**Required Cleanup Checklist — ALL items must be completed before departure:**

### MAIN EVENT SPACE

- All trash collected and placed in designated trash/recycling receptacles
- All personal items, decorations, signage, and non-venue equipment removed
- Tables wiped down and returned to original stacked/stored positions
- Chairs stacked and returned to designated storage area
- Floor swept or spot-cleaned of any spills, debris, or food
- Restrooms checked — any obvious messes reported to venue staff
- All command strips, tape, and adhesive removed from walls and surfaces
- Outdoor areas (parking lot, entryway) cleared of debris left by Renter's guests

### CATERER'S KITCHEN

- All food waste removed and disposed of properly
- Refrigerator cleared of all Renter's/caterer's food items
- Oven/range wiped down; drip pans cleaned
- Microwave interior cleaned
- Sink scrubbed; no food debris in drain
- All countertops, surfaces, and prep areas wiped and sanitized
- Any cooking equipment brought by caterer removed

Cleanup Inspection: A Venue representative will conduct a post-event walk-through inspection.

Failure to Meet Cleanup Requirements: If the Venue determines that cleanup was not completed to the required standard, a cleaning fee will be deducted from the security deposit as follows:

- Minor deficiencies (light mess, a few items left): $100 – $150
- Moderate deficiencies (significant trash, spills, décor left behind): $250 – $350
- Major deficiencies (caterer's kitchen not cleaned, excessive mess throughout): $400 – $500
- Damage to flooring, walls, or equipment: assessed at actual cost of repair/replacement

If cleanup costs exceed the security deposit, Renter will be invoiced for the balance, payable within ten (10) business days.

## 10. PRE- & POST-EVENT WALK-THROUGH

Pre-Event Walk-Through: A Venue representative will meet Renter at the start of the rental period to review the condition of the Venue, demonstrate kitchen and facility operation, and complete a condition checklist ("Walk-Through Checklist"). Renter will sign the Walk-Through Checklist confirming the condition of the Venue at the start of the rental period. Any pre-existing damage or deficiencies noted at this time will not be charged against Renter.

Post-Event Walk-Through: At the conclusion of the rental period, a Venue representative will conduct a post-event walk-through inspection. The inspection will assess cleanup compliance (Section 9), condition of the Venue, and any damage. Renter or a designated representative should be present and available.

## 11. LIABILITY & INDEMNIFICATION

Renter assumes full responsibility and liability for the conduct of all guests, vendors, caterers, entertainers, and any other individuals present at the Venue during the rental period.

Renter agrees to indemnify, defend, and hold harmless Events at Market Square, its members, managers, employees, agents, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) the Renter's use of the Venue; (b) any act or omission of Renter, Renter's guests, or vendors; (c) any breach of this Agreement by Renter; or (d) any violation of applicable law by Renter, guests, or vendors.

The Venue is not responsible for any injury, loss, theft, or damage to Renter's personal property, guests' personal property, or vendor equipment left at the Venue before, during, or after the event.

The Venue's total liability to Renter under any circumstances shall not exceed the total rental fees paid by Renter under this Agreement.

## 12. VENDOR POLICY

Events at Market Square maintains an open vendor policy. Renter is free to engage any licensed and insured vendor of their choosing, subject to the following:

- All vendors must carry a minimum of $1,000,000 general liability insurance.
- Vendor contact information must be submitted to the Venue no later than seven (7) days before the event.
- Vendors must comply with all Venue rules outlined in this Agreement.
- Vendors must complete their work within the rental period; Venue will not provide access to vendors outside of the agreed rental window without prior written approval and applicable fees.
- The Venue may deny access to any vendor who fails to provide proof of insurance or who has previously caused damage at the Venue.

## 13. DEFAULT & TERMINATION

The Venue reserves the right to immediately terminate this Agreement and require all persons to vacate the premises, without refund, if:

- The number of guests exceeds the maximum posted occupancy
- Illegal activity is occurring or is suspected on the premises
- Renter or guests are engaging in behavior that endangers persons or property
- Noise violations occur and are not remedied within fifteen (15) minutes of notification
- Renter fails to comply with any material provision of this Agreement
- Law enforcement is called to the Venue because of Renter's event (excluding calls initiated by Renter for safety reasons)

In the event of termination under this Section, Renter forfeits all rental fees and the security deposit.

## 14. GENERAL PROVISIONS

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law provisions. Any disputes arising under this Agreement shall be resolved in the courts of Chesterfield County, Virginia.

14.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the rental of the Venue and supersedes all prior negotiations, representations, or agreements. No modification shall be binding unless made in writing and signed by both parties.

14.3 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

14.4 Assignment. Renter may not assign or transfer this Agreement, or sublease the Venue, without the prior written consent of the Venue. Any unauthorized assignment is void and constitutes a material breach.

14.5 Waiver. The failure of the Venue to enforce any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision.

14.6 Notices. All notices under this Agreement shall be in writing and delivered to the addresses stated in this Agreement or via confirmed email. Email notice is deemed effective when received by the recipient's email server.

14.7 Authority. Renter represents and warrants that they have full legal authority to enter into this Agreement, that they are at least 21 years of age, and that all information provided is true and accurate.

## 15. SIGNATURES

By signing below, both parties acknowledge that they have read this Agreement in its entirety, understand its terms and conditions, and agree to be bound by them. This Agreement is effective as of the date of the last signature below.

**RENTER**

_____

Renter Signature

_____

**EVENTS AT MARKET SQUARE**

_____

Authorized Representative Signature

_____

Printed Name

Printed Name & Title

Date

Date

**Special Instructions / Notes:**

Renter Initials & Date

Venue Initials & Date

# EXHIBIT B —POST-EVENT WALK-THROUGH CHECKLIST

This checklist will be completed after every rental period. Both Renter (or designated representative) and a Venue staff member must sign below.

| Item / Area | | POST-EVENT Condition / Initials | Notes |
|---|---|---|---|
| Main Event Floor — LVP Flooring | | | |
| Tables (quantity: ___) | | | |
| Chairs (quantity: ___) | | | |
| Walls & Painted Surfaces | | | |
| Restroom — Women's | | | |
| Restroom — Men's / ADA | | | |
| Kitchen — Refrigerator | | | |
| Kitchen — Oven/Range | | | |
| Kitchen — Microwave | | | |
| Kitchen — Sink & Drain | | | |
| Kitchen — Countertops | | | |
| Lighting Fixtures | | | |
| HVAC / Thermostat | | | |
| Entry Doors & Hardware | | | |
| Parking Lot & Exterior | | | |
| Other: _____ | | | |

Notes on Condition:

| |
|---|
| |

Renter / Rep. Signature & Date

Venue Staff Signature & Date