

MILL 1

at OPEN SQUARE

EVENT VENUE RENTAL AGREEMENT

This is a rental agreement between _____ and Open Square, LLC for use of the Mill 1 at Open Square event venue for _____ / _____.
DATE OF EVENT EVENT START TIME

YOUR RENTAL

- Includes a maximum use of the facility as described in the **RATES** section of this contract. This contract is for rate _____. Additional set up and event time is available **at an additional charge**.
- **Does not include ceremonies in Mill 1 or Mill 4.** Ceremonies in Mill 1 and Mill 4 are an additional fee. **Ceremonies in Mill 1 are only allowed for events of 90 people or less. Mill 4 ceremony seating is limited to 150.**
- Includes tables and black padded banquet chairs for up to 250 set at your direction.
- Includes bar staff
- Includes an event coordinator prior to and the day of your event. The event coordinator does not decorate.

MAXIMUM OCCUPANCY

- Maximum occupancy=350
- Maximum Seated=200 with dance floor, 250 seated without dance floor.
- Maximum ceremony guests in Mill 1=90 (ceremony rental is NOT included in basic rental).
- Maximum ceremony guests in Mill 4=150 (ceremony rental is NOT included in basic rental).

RENTAL PERIOD & EVENT HOURS

Mill 1 Event Space at Open Square is available for rent based on nine (9) hours use of the facility for a five (5) hour event. **This time period includes three (3) hours for setup, five (5) hours for the actual event and one (1) hour for clean up.** The actual event must end no later than midnight. Additional event hours can be secured at the rate of two hundred fifty dollars (\$250.00) per hour. Receptions cannot be longer than six (6) hours.

ADDITIONAL TIME FOR SETUP, ROOM DECORATING, VENDORS, ETC.

If the renter or its vendors need additional time for set up, room decorating, etc. the renter may ask for access to the room beyond the contracted nine (9) hours for an additional charge. Additional setup hours must be contiguous with event hours, i.e. additional set-up or breakdown time is **only available for the hours immediately before or after the event** and at Open Square's discretion. You must request this time in writing at least thirty days prior to your event. Additional set-up and breakdown time will be billed at the rate of one hundred dollars (\$100.00) per hour or portion thereof.

SECURITY DEPOSIT

A \$750 security deposit is required to reserve a date, in addition to the rental fees. **The security deposit will be returned within 30 days after the event or when all accounts are settled, whichever is later**, if there has been no infraction of the contract by renter or your agents or vendors. A cancellation will result in the forfeiture of the security deposit. If you fail to meet the bar minimum set for your event, the remaining difference will be subtracted from the security deposit. Security deposit and all other invoices must be paid by check or money order ONLY.

PAYMENT SCHEDULE & POLICIES FOR EVENT SPACE AND BAR PACKAGE

- To reserve your event's day and time, you will pay a \$750 security deposit on the event space.
- Six (6) Months before your event, you will pay 100% of the room charge (including known extras & tax).
- Thirty (30) days before your event, you will pay your full bar package (if applicable), and any unbilled room extras.
- All checks should be made out to:
Open Square, LLC
4 Open Square Way, Suite 100
Holyoke, MA 01040
- We require a credit card for any incidentals the night of the event.

Any cancellation shall result in a total retainer of all fees due and paid to date to Open Square as liquidated damages. Open Square reserves the right to cancel any event for which payment outlined above is not received by designated date. If a cancellation occurs due to failure to pay the event fee by the time required, any payment made toward billing for the event in less the full amount will be forfeited as liquidated damages. Said partial payment is in addition to the security deposit, which shall also be retained as per that provision of this contract.

INSURANCE (Organizations and companies ONLY)

A certificate of insurance for bodily injury and property damage liability protection in a combined single limit amount of no less than \$1,000,000 is required with each rental.

CATERER & FOOD

All food, linens, glassware, flatware & china must come from our in-house caterer, the Electric Café & Catering. Our in-house caterer must supply all food. Under no circumstance may food be brought in by the renter except for cakes made by a professional, licensed and insured bakery.

BEVERAGES

Open alcoholic beverages are strictly prohibited outside of the building. **Renter is not permitted to bring in his or her own alcohol or non-alcoholic beverages on Open Square property. NO EXCEPTIONS.** If any alcohol is brought onto Mill 1/Open Square property, management reserves the right to confiscate alcohol and stop all alcohol service at our bar. All alcohol and non-alcoholic beverages must be purchased through Open Square. We offer OPEN BAR packages or CASH BAR with a \$500.00 minimum. Please contact us for package options and rates.

FURNISHINGS

The following are included in the leasing fee and will be set up at your direction. Additional furnishings can be rented at an additional charge.

- Round tables: 5' (60 inch diameter) 24 tables, 6' (72 inch diameter) up to 12 tables
- Black padded banquet chairs: up to 250
- Rectangular tables: 8'
- Square tables (2)
- High cocktail tables (6)

ADDITIONAL DÉCOR

The following additional decor is available for rent from Mill 1 at the following rates:

- Furniture grouping rental—Includes couch, loveseat, 2 club chairs, coffee table and 2 end tables —\$200.00 ☐
- Market lights over dance floor—\$200.00 ☐
- String lights on six columns around dance floor—\$100.00 ☐
- Stage with stairs—\$200.00 ☐

You may rent additional décor, like chairs or pipe and drape, from licensed and insured companies.

DECOR & USE RESTRICTIONS

At no time is renter allowed on a ladder. Mill 1 staff must complete all decorating work on a ladder. If you need ladder work, you must notify Mill 1 staff in writing 2 weeks before your event. Rental rates are for private parties only. Smoking is NOT permitted in the building. **The use of raw rice, confetti, glitter, smoke and bubble machines is prohibited.** Use of such materials will result in a deduction from the security deposit. You may not put holes in any walls. Youth functions (under age 21) are required to have one adult chaperone (over age 21) per 10 minors. Alcoholic beverages will not be served at youth functions. **There is a \$500.00 minimum bar charge for all events.** Soft drinks for youth functions must be provided by Mill 1. Candles may be used only if the candles are in containers and the wick of the candle is at least two (2) inches from the top of the container. There is a limit of three (3) candles per table and one (1) candle per window. Mill 1 at Open Square reserves the right to remove candles at their discretion. **All items brought into Mill 1 (e.g., personal items, decorations, props, etc.) must be removed immediately following the event. Items that are not removed will be disposed of by Open Square and the cost of such disposal will be deducted from the security deposit.**

HOLD HARMLESS

You agree that Open Square is not responsible for any items personal or otherwise brought into the event facility or in the facility's parking lots that are lost, stolen, damaged or otherwise lose value. Renter specifically waives and agrees to indemnify and hold harmless Open Square, its agents, employees and assigns, from any claims, loss or damage to any guests, vehicles or others as a result of the use of said event space, adjacent areas, parking lot and Open Square site or areas traversed to access said event space, unless said claim, loss or damage is the result of Open Square, its employees, or agents, direct intentional misconduct.

RATES*

A. Friday or Sunday (any type of event)	Nine Hours	\$2,200.00
B. Saturday or holiday (any type of event)	Nine Hours	\$2,450.00
C. Monday through Thursday wedding (non-holiday)	Nine Hours	\$1,200.00
D. Monday through Thursday (non-holiday, non-wedding)	Five Hours	\$ 600.00
E. Cash bar minimum	Minimum	\$ 500.00
F. Ceremony in Mill 4, 4th floor gallery**	Three Hours	\$ 650.00
G. Ceremony in Mill 1**	One Hour	\$ 450.00

EXTENDED EVENT OR PREP HOURS***

Extended event hours weekends or weddings	Per Hour	\$ 250.00
Extended event hours weekdays or non-wedding	Per Hour	\$ 125.00
Additional hour for set-up, take-down etc.	Per Hour	\$ 100.00

*Rates are subject to change and 7% sales tax.

**Please note: The Mill 4 Ceremony space is not air-conditioned and is in a public area. Although most tenants vacate the building by 4:30pm on Saturday and 6:45 pm on Friday, there may be people passing by. A maximum of 150 white folding chairs are included in the price for the ceremony space. Ceremonies in Mill 1 shall only be allowed if total guest number is 90 or less.

***Rates are subject to change and 7% sales tax. Additional setup hours must be contiguous with event hours.

EVENT INFORMATION

_____/_____/_____/_____/_____
DATE OF EVENT EVENT TYPE EVENT START TIME EVENT END TIME COCKTAIL HOUR? (Y/N)

ADDITIONAL SETUP TIME? [in hours] ADDITIONAL EVENT TIME?

RESPONSIBLE PARTY NAME(S)

RESPONSIBLE PARTY ADDRESS

RESPONSIBLE PARTY HOME TELEPHONE # CELL #

RESPONSIBLE PARTY EMAIL ADDRESS

ESTIMATED # OF GUESTS

CEREMONY SITE? CEREMONY START TIME

SECURITY DEPOSIT DUE six (6) MONTHS PRIOR TO EVENT ESTIMATED DUE 30 DAYS BEFORE EVENT

TOTAL EVENT SPACE COST

I have read the rules for Open Square's rental space; I understand my responsibility and agree to the conditions set forth.

LESSEE'S SIGNATURE DATE

LESSEE'S NAME PRINTED

OPEN SQUARE, LLC DATE

MILL 1

at OPEN SQUARE

EVENT VENUE LIQUOR POLICIES

Mill 1 has the following policies around Open Bar and Consumption Bar purchases:

1. Open Bars and Consumption Bars are subject to 6.25% MA sales tax and .75 % local tax.
2. Please note, guests are expected to tip the bar staff. If you do not wish to have tip jars present, the event host will be required to pay 18% gratuity.
3. All open bar packages must be paid for with the confirmed guest count or pre-set dollar limit 30 days prior to event.
4. Except for pregnant women, adults will not receive the 'child' open bar rate. All open bar package confirmed guest counts will include all adult guests with the exception of pregnant women. Mill 1 does not offer exceptions for any other category of adult.

Mill 1 at Open Square will make every effort to insure that your event is a success. We require your cooperation to make sure that everyone has a safe and enjoyable time. To assure this we have a few house rules around alcohol consumption:

1. Open Square will not serve anyone under the legal drinking age. Our staff is instructed to request identification from all patrons who may not appear to be of legal drinking age. We suggest that all clients notify their guests of this policy.
2. Open Square reserves the right to confiscate any liquor being consumed at the event that was not purchased through Open Square.
3. Open Square will not serve any drinks that contain more than two liquors.
4. Open Square has a house policy of NO SHOTS.
5. Open Square will not serve more than two drinks to a patron at one time.
6. Full or partially opened bottles of wine may not be removed from the premises.
7. Open Square and its management reserve the right to refuse to serve anyone, whether they are of legal drinking age or not.
8. Open Square and its management reserve the right to make a judgment call by not serving an individual who appears to be intoxicated.
9. Open Square does not allow alcoholic beverage beyond designated areas or alcohol brought in from outside Mill 1. Open Square staff will strictly enforce this at each event.

I have read Mill 1's liquor policies; I understand my responsibility and agree to the conditions set forth.

LESSEE'S SIGNATURE

DATE

LESSEE'S NAME PRINTED

OPEN SQUARE, LLC

DATE

electric cafe

a n d c a t e r i n g

CATERING CONTRACT

THE DOWN PAYMENT

Electric Café & Catering requires a 25% down payment to reserve the catering for the date of your event. This down payment can be made by check or money order. Receipt of the down payment is required to confirm Electric Café & Catering for services specified in the event date below. Additionally, we require a valid credit card prior to the event to secure all balance payments. Please note: this contract is inclusive of food, service and catering-related rentals such as dinnerware and linens. The rental of the Mill 1 and 4 event spaces and the bar package are contained within their own, separate contract.

PAYMENT SCHEDULE & POLICIES FOR CATERING

- A minimum catering contract of \$5,000 is required for all wedding receptions.
- To reserve catering for your event, you will pay a down payment of 25% of your estimated catering bill.
- Six (6) Months before your event, you will pay another 50% of your estimated catering bill.
- Thirty (30) days before your event, you will provide a confirmation of the final guest count; at this time we will sign a revised catering contract with any guest count changes, menu changes & per-person cost adjustments. This final contract will reflect the final balance payment, due twenty-one (21) days before your event. The guest count may increase at the quoted per person cost up to seven (7) days prior to your event, but cannot be decreased after the final contract is signed. Payment for any increase in guest count shall be paid no later than three (3) days prior to your event by certified bank check.
- All checks should be made out to:
Open Square, LLC
4 Open Square Way, Suite 100
Holyoke, MA 01040
- We require a credit card for any incidentals the night of the event.

The per-person costs on the catering contract are based on the original guest count. If the confirmed guest count is less than the original proposed guest count, the per-person costs may increase. The amount of the increase is calculated in proportion to the overall size of your event. The minimum catering contract of \$5,000 applies regardless of the final guest count.

CANCELLATIONS

Any cancellation after the fee due date shall result in a total retainer of all payments made to Electric Café and Catering by the customer as liquidated damages. Electric Café & Catering reserves the right to cancel any event for which payment outlined above is not received by the scheduled payment date.

HOLD HARMLESS

You agree that Electric Café and Catering is not responsible for any items personal or otherwise brought into the event facility or in the facility's parking lots that are lost, stolen, damaged or otherwise lose value. Renter specifically waives and agrees to indemnify and hold harmless Electric Café and Catering, its agents, employees and assigns, from any claims, loss or damage to any guests, vehicles or others as a result of the use of Mill 1 event space, Electric Café, adjacent areas, parking lot and Open Square site or areas traversed to access said event space, unless said claim, loss or damage is the result of Open Square, its employees, or agents, direct intentional misconduct.

EVENT START TIME

The event start time determines our staff event set-up time. Should the client request to arrive before the agreed-upon event start time, Electric Café & Catering will make every attempt to accommodate that request, but additional staff time will be included in the bill. Please be advised should the client or their guests arrive to the event before the scheduled event start time, they will be walking into a room that is not ready for service.

BALANCE & OVERTIME

If any additional billing is necessary due to staff overtime or client's additional requests, Electric Café & Catering will bill separately for these overages using the credit card on file.

GRATUITY

Gratuity is not included in the total bill, but is graciously accepted. Our policy is to divide the gratuity among all of our staff members working together at your event; this includes the event coordinator, chefs, waiters, bartenders & sanitation. We thank you for selecting us as your caterer and look forward to being a part of your event.

_____/_____/_____/_____/_____
DATE OF EVENT GUEST COUNT BUFFET OR PLATED? EVENT 5 HOURS COCKTAIL HOUR? (Y/N)

CLIENT NAME

TYPE OF EVENT

LOCATION OF EVENT

DOWN PAYMENT (25% of catering costs)*

DUE six (6) MONTHS PRIOR TO EVENT*

ESTIMATED DUE 21 DAYS
BEFORE EVENT*

TOTAL CATERING COST*

*Amounts due are subject to a combined 7% state and local meals tax

CREDIT CARD NUMBER (only for day-of incidentals)

CREDIT CARD EXPIRATION DATE

I have read Electric Café & Catering's policies; I understand my responsibilities and agree to the conditions set forth.

CUSTOMER SIGNATURE

DATE

CUSTOMER NAME PRINTED

ELECTRIC CAFÉ AND CATERING

DATE