

WEDDING AND SPECIAL EVENT VENUE CONTRACT

THIS WEDDING AND SPECIAL VENUE CONTRACT (this "Contract") is dated as of _____ (the "Contract Date") and is between _____ ("Owner") and _____ ("Client").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Event Information.** This Contract is for the following event (the "Event"):

Venue Name: _____

Type of Function: _____

Date of Function: _____

Event Start Time (when Guests are invited to arrive) _____

End Time: _____

Earliest Set-Up Time: _____

Approx. Number of Guests: _____

Approx. Number of Parking Spaces needed: _____

Event Name (for signage purposes): _____

Client must update Owner not later than _____ days prior to the day of the Event with the final Guest count.

2. **Contact Information.**

Name of Person Planning the Event/Wedding Planner:

Ph: _____

Email: _____

Address: _____



Bride's Name:

Ph: _____

Email: _____

Address: _____

Groom's Name:

Ph: _____

Email: _____

Address: _____

3. **Description of the Venue.** The Venue is described as follows, all for use by Client and its Guests throughout the Event, unless otherwise specified:

- Approximately _____ square feet of inside space
- Dance Floor
- Restrooms
- Outdoor Space/Garden

Additional Items

Included in Base Rental Fee: Available for Additional Fee:

- Wedding/Event planner
- On-premises sound/light system
- Kitchen



- Ice machine
- Playground equipment (Client must provide adult supervision at all times)
- Piano
- Bridal party room
- Photo Booth
- Use of grounds for photography
- TV/DVD player
- Hotel Room overnight for the night of the Event
- Tent
- Other: _____

Applicable fees for the above Additional Items: \$ _____

4. Food.

- Food will be provided by Client/Client's Caterer
- Food will be provided by Owner
 - Food cost is included in the Base Rental Fee
 - Food cost is in addition to the Base Rental Fee
 - Banquet style
 - Sit-down service

Food price, per each Guest over the age of _____ : \$ _____

If the food is provided by Client, the proposed caterer must be approved in advance by Owner.
 If food is provided by Owner, the food choices consist of: _____

Open flame and fire pits are expressly prohibited for safety reasons.



5. Beverage.

Will alcohol be served:

- No alcohol
- Beer and wine only
- Beer, wine, and spirits

Bartender:

- Provided by Owner
- Provided by Client

Liquor license needed:

- Yes
- No

Party responsible for obtaining liquor license:

- Owner
- Client

Beverage price: _____

Client is responsible for ensuring that all alcoholic beverages shall be served in accordance with applicable laws. Client shall ensure that no alcohol shall be served to, or consumed by, a person younger than the legal drinking age or to persons appearing intoxicated. Alcoholic beverages must be served to Guests by a person of legal age and shall not be self-served.

6. Entertainment.

Music:

- DJ provided by Owner
- DJ provided by Client
- Live band
- Dance floor set up
- Other: _____

7. Event Set-Up; Decorations.

(a) Tables and chairs

- Tables and chairs provided and set up by Owner
 - Round tables
 - Banquet (rectangular) tables
- _____ Quantity; Other information: _____



Tables and chairs provided and set up by Client

(b) Decorations

Provided and set up by Owner

Table centerpieces. Describe: _____

Floral. Describe: _____

Other. Describe: _____

Provided and set up by Client

(c) Dishes, Place Settings, Linens

Provided and set up by Owner

Provided and set up by Client

(d) Other Set-Up Information and Décor Information

Pyrotechnics, glitter, and foil confetti are all expressly prohibited at the Event. Decorations (including the removal of Decorations) must not cause damage to the walls or other elements of the Venue.

If Client would like early access to the Venue for set-up purposes, please coordinate with Owner. Efforts will be made to accommodate the request. However, there is no guarantee that early access will be available.

8. **End Time of Event; Cleaning Up.** Event must be concluded (including the departure of all guests other than Client/clean-up crew) by End Time noted above. Over-time fees will apply if Event runs later than the stated End Time.

Over-Time Fees: _____

Party Responsible for Break-Down of Furniture and Clean-up:

Owner.



Client. The Venue must be broken-down and cleaned up in full, and all personal property of Client and Client's Guests must be removed from the Venue by no later than _____.

9. **Fees.**

(a) Base Rental Fee. Client agrees that the base rental fee for the Venue is \$ _____.

Additional Fees (over and above Base Rental Fee noted above):

- Food fee: \$ _____
- Beverage fee \$ _____
- Bartender/Beverage server fee \$ _____
- Table/chair rental fee \$ _____
- Dishes, utensils, table linens rental fee \$ _____
- DJ fee \$ _____
- Flowers fee \$ _____
- Cake/Cake slicer fee \$ _____
- Photographer fee \$ _____
- Videographer fee \$ _____
- Storage fee \$ _____
- Parking lot attendant fee \$ _____
- Early arrival fee \$ _____
- Cleaning fee \$ _____
- Refundable Deposit \$ _____
- Other fee _____ \$ _____
- Other fee _____ \$ _____
- Other fee _____ \$ _____

Sales Tax (if applicable) \$ _____
Total Fee: \$ _____

The Total Fee specified above does not include any Over-Time Fees (discussed in Section 8 above) or damages/excess cleaning requirements caused to the Venue. Over-Time Fees, and indemnity



for damage and excess cleaning, will be assessed after the conclusion of the Event and will be billed to Client separately. Client shall promptly pay such additional amounts due.

(b) Down Payments. Client shall pay a First Down Payment in the amount of \$ _____, by no later than _____.

Client shall pay a Second Down Payment in the amount of \$ _____, by no later than _____.

The Total Fee balance due in the amount of \$ _____ shall be due and payable on or before _____.

(c) All payments shall be payable to Owner in immediately-available funds, electronically or by check, payable to _____, and checks shall be delivered to Owner at its address specified above.

If a Down Payment or other fee is not paid on or before the due date specified above, Owner reserves the right to deem this Agreement in default and deem the Event cancelled, in which event the total payment amounts previously paid may be deemed forfeited to Owner, as compensation for Owner's damages and lost business opportunities.

(d) After the Event, if the Venue requires an excessive clean up or is damaged, Owner reserves the right to apply the Refundable Deposit towards clean up and/or repair of the Venue. The balance of the Refundable Deposit (if any) will be refunded to Client within 30 days following the Event. Any additional amounts due from Client shall be promptly paid to Owner.

10. **Insurance.**

- Client must provide proof of insurance to Owner
- Must name Owner as an additional insured for purposes of the Event
- Proof of insurance not required

Other insurance information or requirements: _____

11. **Indemnification.** Client shall indemnify, defend and hold Owner (and Owner's officers, directors, agents, employees, owners, and contractors) harmless of, from, and with respect to, any and all damages, cost, fees, liabilities, or expenses incurred or suffered by Owner due to personal injury associated with the Event, property damage caused to the Venue, excessive damage, or other breach by Client under this Contract, excessive cleaning required after the Event, except to the



extent any such damage, cost, fee, liability or expense is due to the gross negligence or willful misconduct of Owner.

12. **Cancellation.** Client may cancel this Contract on or before _____ (“Cancellation Deadline”). If Client cancels before the Cancellation Deadline, the Down Payments paid through such date shall be refundable. If Client cancels this Contract after the Cancellation Deadline, the following shall occur with respect to the Total Fees and Deposits paid:

Any cancellation of this Contract shall be in writing and provided to Owner at the address listed above.

Any forfeiture to Owner of any sums paid hereunder is not intended as a penalty but rather is intended to compensate Owner for damages and lost business opportunities, which damages and lost opportunities would be difficult or impossible to calculate on the date hereof.

In the unlikely event this Contract is canceled by Owner, all payments previously made by Client shall be promptly refunded.

13. **Photography.** Owner reserves the right to photograph the Event, for Owner’s marketing purpose, and Client hereby consents to same. Client has the right to photograph and video the Event.

14. **Compliance with the Law.** Client shall at all times comply with all applicable laws while using the Venue and shall be responsible for ensuring that Client’s guests comply with all applicable law at all times throughout the Event.

15. **Other Terms and Provisions.** Client shall not assign this Contract, whether in whole or in part unless approved in advance in writing by Owner. This Contract represents the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendment to this Contract shall be in writing and signed by the parties. If any term or provision of this Contract is deemed by a court of law to be unenforceable or void, such provision shall be severed from this Contract, and such finding shall not impact the remaining terms and provision herein. This Contract shall be governed by, and construed in accordance with, the laws of the state in which the Venue is located. Client agrees that representatives of Owner may be present at the Venue during the Event, to oversee and ensure that the Event is running smoothly. Owner is not responsible for lost or damaged items of Client or any Guest at the Venue.

14. **Additional Terms and Conditions.** _____



IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned execute this Contract as of the Contract Date first stated above.

Owner:

Client:

By: _____

By: _____

Name: _____

Name: _____



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