

FOXGLOVE

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314-537-6737

EVENT SPACE RENTAL AGREEMENT

Event date: _____

Event start/end time: _____ (including set-up and break down)

Type of event: _____

Number of guests: _____ (max 80)

Client name: _____

Client email: _____

Client phone number: _____

Event Rental fee: _____ Event rental fee is due at least 14 days prior to the event date. Invoices will be sent to Client's email for payment through Square.

Security Deposit: Client agrees to pay a \$150 refundable security deposit directly to Foxglove at the time of booking, which will be returned (within 7 days of the event date) if there is no damage, excessive cleaning or loss to the premises, and if all venue rules have been followed. Client is financially responsible for damages that exceed the security deposit amount.

Refunds/Cancellations/Rescheduling: No refunds are given for using less than the total purchased hours on the event date. If an event is cancelled at least 30 days in advance, all amounts paid are fully refundable. Cancellations made less than 7 days in advance are not refundable

Duration of Event: The premises must be vacated by the end time (breakdown/cleanup and load-out must be complete) in order to avoid incurring additional charges.

Noise Levels: All events must be kept at a reasonable noise level.

Food & Alcohol: Client may bring in their own food or have it catered in our kitchen. Client may use any serving utensils, dishware, glassware, and utensils available at the venue. The client, caterer and bartender will be responsible for providing any other serving utensils, cooking supplies, chaffing dishes and/or sterno cans for warming food, condiments, dishware, cups, napkins, glassware, etc. Alcohol must be served in accordance with Missouri law. Alcohol may not be served to minors. Foxglove does not serve alcohol.

Supervision of Children: Children under the age of 13 must be supervised at all times. Foxglove is not responsible for unattended children and requires that the client(s) designate someone to supervise young children.

Prohibitions: No smoking, vaping, firearms, fireworks, sparklers or illegal substances may be used or possessed on or around Foxglove. Foxglove is a non-smoking venue. Candles are not allowed.

Clean-Up, Lost & Abandoned Items: Client is responsible for the following items at clean-up time: turn off music; close any windows that have been opened; wash all dishes that were used; wipe off surfaces that have been used; place any food/trash in the dumpster behind the building; remove all items from the space, including decorations and food; turn off rechargeable votives; lock doors. Clean-up must be completed by the departure time and no items may be left overnight. Items left behind will be thrown out or donated to charity after seven days. Please keep all valuables with you at all times. Foxglove is not responsible for any stolen items.

Damages: Client will be responsible for any damage caused directly by client(s) to walls, flooring, decor, building, grounds, dishes, glasses, etc. We do not allow tape, tacks or staples on the walls, rice, birdseed, confetti or glitter.

Liability at Foxglove

1. Client understands that Foxglove is not responsible for any bodily or property damage incidents on or near the event site resulting from any act by anyone to cause any harm or by omission of anyone. This exclusion applies to anyone on or near the event site whether or not under the influence of alcohol or illegal substances. _____
2. Serving alcohol and food at the event is the sole responsibility of Client. Client understands that Foxglove is not responsible for any incidents related to the over-consumption of alcohol or food poisoning on the premises. _____
3. Client understands that Foxglove is not responsible for any incidents related to the use of a motor vehicle to or from our facility. Client understands that Foxglove is not responsible for any thefts before, during, or after the event. _____
4. Client agrees to indemnify, defend and hold harmless Foxglove and its owners, partners, employees and vendors for, from and against any liabilities, costs, penalties, expenses, third-party claims, suits, demands, actions or other proceedings arising out of and/or resulting from the event rental agreement and use of premises, including but not limited to any indirect, incidental, consequential, special, emotional or exemplary damages. _____
5. Client understands that Foxglove is not liable for any inconveniences that may occur over which it has no control. This includes, but is not limited to, power outages, adverse weather conditions, mandatory evacuation, local or federal government orders, disasters, pandemics, unexpected seating capacity changes, hearsay, construction, City of Saint Louis events, parking beyond venue capacity, venue mechanical failure (i.e. overloaded power circuits, air conditioner, heater, television, lights, audio equipment, oven). No refunds or compensation will be given to the client(s) or vendors. _____
6. The client(s) understand that the maximum event capacity is 80 guests. _____
7. Only street parking is available; carpooling strongly encouraged. _____

Any changes to this contract must be in writing and signed by both parties. This contract incorporates the entire understanding of the parties. I have read the above contract and agree to the terms as stated.

Client Name: _____

Signature: _____

Date: _____

Foxglove

Signature: _____

Date: _____