

125 LIVE RESERVATION POLICIES

GENERAL GUIDELINES

Confirmed booking occurs after a customer signature is received electronically through our online form or on the rental permit. The signature indicates an agreement to our Rental Policies, outlined in this document below.

Full payment is due upon reservation, with a credit card to remain on file for all reservations. Payment may be submitted online via our website www.125livemn.org or by calling Member Services at 507-287-1404.

- Any change requests or special needs must be communicated to the Rental Coordinator a minimum of 2 business days prior to the reservation.
- Rental spaces are to be left in their original condition upon conclusion of the event. Decorations, food, and trash need to be cleaned up and placed in the garbage cans provided or removed from the space.
- Expenses incurred by 125 LIVE due to facilities and equipment left unclean or damaged by the rental group, are the full responsibility of the rental customer and damages or excess cleaning fees will be billed to the credit card on file.
- 125 LIVE may be open for activities during the time of your rental. All groups/individuals renting 125 LIVE are limited to the space they are renting. Failure to comply with this term will result in additional charges for the extra space used by the rental group.
- Any advertising for the event (posters, newspaper ads, television, radio ads, etc.) regarding rentals at 125 LIVE must include the following statement, unless arrangements have been made in writing with 125 LIVE staff: NOT A 125 LIVE SPONSORED EVENT/ACTIVITY.
- 125 LIVE reserves the right to restrict the number of dates an individual or group may reserve. This is to ensure that one group does not dominate use of a particular space and/or scheduling.
- Please note, 125 LIVE activities take precedent over all other requests for rental space.
- The minimum age to rent facilities is (21) years of age.
- Children must be supervised at all times to ensure the safety of other individuals using common areas within the facility.
- No smoking or outside alcohol is allowed on the premises. If smoking or consumption of alcoholic beverages is taking place, without prior approval, the 125 LIVE building supervisor has the right to terminate the building rental agreement and ask the rental group or individual to leave the premises immediately.

PAYMENT GUIDELINES

- Reservations occurring before or after 125 LIVE general business hours will be charged an additional \$50 per hour in addition to the rental fee to cover direct costs of staff. Two-hour minimum billing for events taking place outside of normal operating hours.
- Ongoing monthly rentals need to be paid prior to the first of the month.
- Rentals on legal holidays and surrounding days have a fee increase and are subject to staff supervision availability.

RENTAL GROUP RESPONSIBILITIES

- Renters may only use the space as identified and approved on the Reservation Receipt and/or Permit. The 125 LIVE Kitchen, Art Gallery, and Gathering Space are all add-on options and may only be used when reserved ahead of time.
- Rental groups must keep to the scheduled time of the reservation. Please note, times reserved include any decorating and special setup done by the user and any cleanup and take down following an activity or event. Any group that arrives or leaves outside of their scheduled reservation time will be charged for the additional hour(s) in any given space.
- The renter will not sublet the facility; nor may the application be transferred.

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- Renters may not offer services already provided by 125 LIVE.
- Renters may not charge admission to their event or sell merchandise unless prior approval by 125 LIVE Management.
- Rental events must end by 12:00 midnight. Rental groups must have the premises cleaned, in original condition and vacated prior to 12:00 midnight. Failure to meet these criteria will result in an additional fee.

AUDIO/VISUAL AND INTERNET

- WIFI is available for public use, with the understanding that 125 LIVE is not responsible for devices that will not connect.
- Audio-Visual equipment is available in all rental spaces. Renters are responsible for bringing their own computers/devices to display their presentation. An HDMI cable is available for connection; however, renters are responsible for bringing the appropriate adapters compatible with their devices to connect to an HDMI cable.
- 125 LIVE cannot be held responsible for equipment failures or connectivity issues.
- Renters are welcome to test our AV equipment prior to the reservation date, during a time that the space is unoccupied.
- Renters can request the assistance of a 125 LIVE AV technician through the Rental Coordinator prior to their rental date.

FOOD & BEVERAGE POLICY

- 125 LIVE recommends renters provide food through a licensed caterer or serve commercially purchased and packaged food.
- 125 LIVE assumes no liability for any food borne related illnesses from a licensed caterer or commercially purchased and packaged food.
- When hosting a private invitation-only event, it is acceptable to have a potluck meal. 125 LIVE will not assume responsibility for any illnesses related to foodborne issues.
- Alcohol may only be served by 125 LIVE bartenders or a licensed caterer. Rental customers must follow all guidelines set forth by the caterer. **No outside alcohol is allowed.**
- Renters are responsible for removing all left-over food and food containers from the premises.
- An additional fee will be charged to the customer if 125 LIVE is responsible for excessive cleanup.

DECORATIONS AND ROOM ALTERATIONS

- A decoration and installation plan must be pre-approved. Groups must supply their own labor and supplies when decorating. Any decorating time must be included in the reservation time slot. Confetti, rice, glitter and candles with flames are **prohibited**.
- No posters, signs, etc. may be affixed to walls with tape, tacks, nails or other means that may leave permanent damage to the building. Mounting putty is the only acceptable material for hanging posters, signs, etc. and must be removed at the end of the event.

CLEANUP

- Rental spaces should be left in their original condition upon conclusion of the event. All extra food needs to be cleaned up and removed from the space. In addition, 125 LIVE staff request renters please leave the room in the original set up at the beginning of the reservation.
- 125 LIVE Staff will have the room set with tables and chairs prior to the start of the reservation, and will clean tables and floors following the reservation. Any additional setup or cleanup outside of these standards will result in a cleaning fee based on the amount of time it takes to get the space back to its original state.

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DAMAGES/ADDITIONAL FEES

- **All rental customers must have a credit card on file.** A \$300 hold will be placed on the credit card as a damage deposit for rentals with 40 or more attendees.
- 125 LIVE is not responsible for lost or stolen items.
- Any damage to facilities and/or equipment must be reported to the facility supervisor immediately.
- Fees for damages will be assessed to the renter at the replacement rate.

GROUND FOR ADDITIONAL FEES CHARGED TO CREDIT CARD

- Leaving premises unclean (glitter, confetti, candle wax, excessively dirty tables or floors)
- Damaged facilities, floor surfaces, walls and/or equipment
- Not returning facility to original room setup (tables, chairs, used equipment)
- Adverse, hostile or distasteful behavior
- Breach of 125 LIVE rental permit and policies.
- Financial consequences will be based on grounds and determined by Facility Supervisor and/or Executive Director.

INDEMINIFICATION

- To the fullest extent permitted by law, Rental group agrees to protect, indemnify, defend, and hold harmless 125 LIVE, the officers, employees and agents, from and against any and all claims, losses or damages to persons or property, governmental charges, or fines, penalties, and costs (including reasonable attorneys fee) Collectively, "claim(s)", in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of or relating to the negligence, gross negligence or intentional misconduct of Groups, employees, rental guests, agents, contractors, or attendees or (i)a violation of breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. This document shall survive any termination or expiration of this agreement.
- **DISCLAIMER OF LIABILITY:** To the fullest extent permitted by law, group agrees that in no event with 125 LIVE be liable for (1) any services or products provided, or be provided, to Group by any third-party supplier or contractor (including but not limited to, companies that provide meeting registration or management services, musicians, caterers, etc. or (2) any liability arising out of any agreement between Group and any such third party supplier or contractor that Group hires or retains to provide services to Groups event.
- 125 LIVE reserves the right to modify the above policies at any time.

CANCELLATIONS/REFUNDS

- **RIVER ROOMS CANCELLATION POLICY:** Cancellations made 60 days or more prior to the reservation will receive a full refund. Cancellations made between 7-59 days prior to the reservations will receive a 50% refund. Cancellations that are made 6 days or less prior to the reservation will NOT be eligible for a refund.
- **GENERAL ROOM RENTAL CANCELLATION POLICY:** All cancellations to the reservation must be received 7 days or more prior to the event for a full refund. Cancellations that are made 6 days or less prior to the event will NOT be eligible for a refund.

In the event of weather-related same day cancellations, management will determine course of action. If you have any questions, please contact Member Services at 507-287-1404.

Print Name

Sign Name

Date