

TWIG'S MUSEUM VENUE RENTAL AGREEMENT

Renter's Name: _____

Phone Number: _____

Event Type: _____

Event Date: _____

Time: _____ until _____

RENTAL GUIDELINES

- Available Monday-Friday after 5pm until no later than 10pm
- Available Saturday after 4pm until no later than 10pm
- Available Sundays (and Mondays during winter) noon until no later than 10pm
- Acceptable events include: Showers, Wedding Receptions, Retirement Parties, Birthday Parties, Graduation parties, Business Luncheons, Training Events, Christmas Parties
- \$100 Deposit required upon receipt of application and returned within 72 hours of event (contingent on condition of area after event)
 - If damages exceed deposit, lessee is responsible for the difference
- Bartender Option Available
- Gift Shop Discount
- Waiver Signature
- Food Vendor List
- Decorations and Food responsibility of Lessee
- Surveillance Cameras will be running during event and be reviewed only if damages occur
- No Holiday Availability

PACKAGE SELECTION:

GOLD

SILVER

BRONZE

	GOLD \$500	SILVER \$300	BRONZE \$200
Beverages (pay as used: Twig's Flavors, Sundrop, Diet Sundrop)	15% OFF <input checked="" type="checkbox"/>	10% OFF <input checked="" type="checkbox"/>	5% OFF <input checked="" type="checkbox"/>
Tables and Chairs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Projector	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bartender/Host	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gift Shop Discount	15% OFF <input checked="" type="checkbox"/>	10% OFF <input checked="" type="checkbox"/>	5% OFF <input checked="" type="checkbox"/>
Tours Available	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Live Bottling After Hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Slush Machine (pay as used)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Setup/Breakdown Assistance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

THIS AGREEMENT (the "Agreement"), made as of this _____ day of _____, 20____, by and between Twig's Beverage, Inc. (the "Owner"), whose business address is 920 South Franklin Street, and _____ (the "renter"), collectively, (the "parties").

The parties agree as follows:

SPACE RENTAL

Owner hereby grants a limited and revocable license (the "License") to the renter to use the following space:

920 South Franklin Street, Shawano WI 54166 (excludes access to production room, batching room, storage rooms, and offices)(the "venue") on the event date and during the hours specified under this agreement.

EVENT

The renter shall hold the following event: _____ (the "event") on the _____ day of _____, 20____ (the "event date"), between _____ and _____ pm.

Renter is authorized to use the space to hold the above event, and for no other purpose.

Fees

Renter shall pay to Owner a total fee of \$_____ (the "Fee") for the use of the Space.

In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance, per month until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

SECURITY DEPOSIT

Renter shall pay to Owner a security deposit of 50% of the package cost (the "Deposit"), upon the execution of this Agreement. Deposit can be applied to final bill. Upon receipt of signed agreement and security deposit, the agreed upon dates of Event shall be reserved.

Upon Renter's completion of his/her obligations as above mentioned, the Venue Owner shall return to Renter the security deposit, if not used for final bill, minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the Venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

RESPONSIBILITY

The Renter assumes full responsibility of the Venue during the times of use to include but not limited to the following:

1. Cleaning facility after each and every use to include but not to limited to trash removal, sweeping of floors, equipment storage and any other tasks required to ensure Venue is

returned to clean and working order. Cleaning of Venue is to be completed in accordance with the Venue Rental Cleaning checklist provided.

2. Ensuring that access to venue is for members of the group only.
3. Proper disposal of all trash receptacles utilized during event (bar area, bathrooms, theater area, etc.)
4. Removal of all items brought in by Renter by the end of Event. All items left at Venue after Event will be disposed of or assumed property of Venue.
5. Minors are supervised at all times and are not served alcohol.
6. Proper use of utilities and equipment by adults only and furniture within Venue.
7. The Venue Owner assumes full responsibility to provide Renter the access and use of the facilities, its utilities, equipment, and parking lot during the Agreement.
8. If alcohol is served, Renter assumes all responsibility of guests during and after the Event.
9. Alcohol cannot be dispensed by Owner or Owner's Employees.
10. Payment due upon conclusion of event.

The Agreement includes all the terms and conditions agreed upon by the parties and no oral commitments or representation shall be valid or binding upon the parties. This Agreement may not be modified in any manner except by written modifications signed by both parties.

PERSONAL PROPERTY

Venue Owner shall not be responsible for any loss or damage to personal property placed in or about the Venue belonging to Renter or his associates, its servants, agents, subcontractors, guests and Renter shall hold Venue Owner harmless from all claims arising out of loss or damage to such property. Venue Owner shall not be liable for any damage or loss to said property regardless of how and where same shall occur.

DISCLAIMERS

The Space shall be provided by the Owner as-is and Owner make no warranty regarding the suitability of the Space for Renter's intended use.

CONDITION

After the completion of the Event, the Renter shall leave the Space in the same or similar condition as received from the Owner.

DAMAGES

Beyond ordinary wear and tear, Renter will be liable for any physical damages, legal actions, or loss of reputation or business opportunities that Venue Owner may incur as a consequence of the actions of Renter or any of Renter's associate, guests while Renter is in control of the Venue, and shall indemnify and hold harmless the Venue Owner against any and all legal actions which may arise from Renter's use of the Venue. Renter shall arrange for the repair of any such damage. In the event if

Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense.

CLEANUP

Renter will be responsible for clearing all trash generated at the Event and depositing it in the proper waste receptacles on site. All items brought in by Renter will be removed from Venue by the end of the Event.

RIGHT OF ENTRY

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

INDEMNIFICATION

Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of owner, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury

LIABILITY

The work, services, or activity to be performed in the Venue under this contract will be performed entirely at the risk of the Renter and assumes all responsibility for the condition of facility and all equipment used in conjunction of this contract. Furthermore, Renter shall protect, maintain, save and hold harmless the Venue Owner and its officers, agents, servants, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur in or about the Venue.

REVOCACTION

Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

CANCELLATION

Renter may cancel the Event by notifying Owner by providing notice Seven (7) days or more before the Event Date. In such an event, Owner shall refund to Renter the full amount of the Rental Fee. In the event the Event is not canceled within Seven (7) days of the Event Date, Owner shall have the right to retain the full Deposit.

ASSIGNMENT

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

GOVERNING LAW

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Wisconsin, without regard to conflicts of law principles. Any disputes arising under this contract shall be adjudicated in the Venue Owner's local jurisdiction. The construction and interpretation of this Agreement shall be pursuant to the laws of the state of Wisconsin.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written. In witness of their understanding of an agreement to the terms and conditions herein contained, the parties affix their signatures below.

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this Agreement, and do so agree on the dates written below by affixing their signatures below.

RENTER

Printed Name: _____

Signature: _____ Date: _____

OWNER

Printed Name: _____

Signature: _____ Date: _____