**DATE OF BOOKING:\_\_\_\_\_\_\_\_\_\_\_\_\_ BISOU REP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MAGNOLIA LEAF DIGITAL, LLC -dba- Fifth Dream Studio**

**EVENT SPACE RENTAL**

**This rental contract is established for use of the rental of Fifth Dream Studio (Hereinafter known as Fifth Dream Studio, LLC or FACILITY)** 1121 Russell St. Orangeburg, SC 29115 **-and- CLIENT**

**RESERVATION DETAILS**

In order for an event reservation to be guaranteed, FIFTH DREAM STUDIO, LLC must receive a **non-refundable** initial deposit of 50% (unless otherwise noted) **AND a fully executed contract. If both are not submitted your date will be released.** This non-refundable deposit shall always supersede other terms of this contract. The remaining balance of any rental fee is required four (4) weeks prior to the event. If full payment by the date on the contract is not made your event will be canceled and ALL monies paid will be forfeited with absolutely no exceptions.

In addition, a credit card is required on file for a refundable damage/incident deposit of $250. The damage deposit will be refunded on the next day after the event. No exceptions. An event will not proceed without having a damage deposit despite the venue rental being fully paid.

**First Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**State\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Event Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of Event:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Event Start Time:\_\_\_\_\_\_\_\_\_\_\_\_\_ Event End Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Strike Time:\_\_\_\_\_\_\_** TIME CLIENT AND VENDORS NEED TO BE EXITED FROM THE VENUE **(ANYTHING OVER WILL BE CHARGED $250 PER HOUR-deducted from your deposit)-this time can not be used for additional party time-this is solely for packing up and exiting**

**Total # of Hours:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approx guest count:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*client set up and break down times are included in hours requested, Additional time may be requested for an additional fee based on pre-approval and availability**

**Additional set up time $200 per hour \* Extended event time $450 per hour plus additional fees of any services hired (ex: bartender, security, servers)**

**- TERMS AND CONDITIONS -**

**“FACILITY RENTAL ONLY” SERVICES PROVIDED**

**Event Manager:** The Event Manager and Staff will only take direction from the CLIENT and/or the designated CLIENT Representative which must be submitted prior to event date

**Staff:** The Staff member will open the FACILITY and provide information and direction as needed. The Staff member will not be available to serve or decorate and will not be involved in the EVENT.

**Tables and Chairs:** Such items are provided with your rental. Table requests will be set up and taken down by FIFTH DREAM STUDIO, LLC Staff. CLIENT must provide a completed ROOM SETUP request for FIFTH DREAM STUDIO, LLC at least two (2) weeks prior to EVENT Setup must adhere to fire code and must be approved by FIFTH DREAM STUDIO, LLC management. If staff is required to add or change table arrangements after setup, CLIENT will be charged $100. Tables and chairs are not to be taken outside or removed from premises by the CLIENT or any guest attending the EVENT.

**RENTAL RATES**

Rental rates are calculated based upon the day of the event, time of the event. If your EVENT time spans during both daytime and evening hours, the evening rate will apply. Rates are charged in blocks of 4-5 hours of event time. Additional setup time may be added if available at $150 per hour. All rates are taxable and subject to change.

**PAYMENTS:**

A signed CONTRACT MUST ACCOMPANY A NON-REFUNDABLE DEPOSIT VIA ZELLE, PayPal or Cashapp.

WHEN SUBMITTING A PAYMENT ELECTRONICALLY PLEASE PUT YOUR EVENT DATE IN THE MEMO

PAYMENT SCHEDULE MUST BE FOLLOWED AS PER LISTED DATES, FAILURE TO DO SO WILL FORFEIT ALL MONIES AND YOUR EVENT WILL BE CANCELED WITHOUT REFUND.. VENUE WILL NOT SEND PAYMENT REMINDERS

***Refundable Damage Deposit of $250 Due 2 Weeks Prior to Event via Credit card, Zelle, PayPal or CashApp.***

**RENTAL POLICY**

If EVENT begins late,(due to client/event planner) it will still end at contracted time. Otherwise, you will be charged overtime.$200 per hour plus cost for additional services you have added. No exceptions. One of the below mentioned persons must remain present during the entire rental time from set up to strike to ensure all policies are being followed. The EVENT cannot begin and neither guests, nor VENDOR(S) will be permitted access to premises until one of the individuals listed below is present. This/These individuals must check in with the management upon arrival. CLIENT is responsible for the upkeep of the FACILITY during the event. CLIENT assumes full liability and responsibility for injuries sustained by GUESTS and VENDORS due to spills, wet floors, and debris not attended to. The CLIENT must inform his/her designated representative(s) of all FACILITY and EVENT policies. CLIENT assumes all liabilities. The number of attendees cannot exceed the maximum capacity of the room. The maximum capacity of the room is two hundred (100). (UNLESS RESTRICTED BY City of Orangeburg RESTRICTIONS WHICH WILL SUPERCEDE OUR LISTED CAPACITY) Final guest count must be provided to FACILITY two (2) weeks prior to EVENT to insure adequate staffing by venue. If guests exceed final guest count given to venue, security will reserve the right to not permit the guests in due to overcapacity and inadequate staffing.

FIFTH DREAM STUDIO, LLC reserves the right to shut down an EVENT at any time for violations of this rental agreement. No refunds will be issued if an EVENT is shut down due to such violations. If your rental rate is for a particular guest count and on the day of the event it increases past the count that you paid for the options will be 1) not allow entry or 2) client pay additional rental rate of minimum $300 and higher based on the overflow of guests

**PAYMENT POLICY Initial \_\_\_\_\_\_**

Remit payment to FIFTH DREAM STUDIO, LLC using the mailing address as noted above. CLIENT understands that the “Full Balance” amount on the INVOICE may change if additional, miscellaneous or penalty fees are incurred. The “Full Balance” due can change after the EVENT has concluded. Accepted forms of payment are money order, and electronic transactions via Chase Quick Pay, Zelle/cashapp using phone number. **All** payments are non-refundable. When making payments, please be sure to reference your EVENT date in the memo section of the payment. There is a schedule of payments listed on the contract

Full balance must be paid **FOUR (4) WEEKS** in advance of scheduled EVENT. If balance is not paid, we reserve the right to cancel your EVENT without any refunds and you will be responsible for the full balance owed regardless if your event did not take place. NO EXCEPTIONS. FIFTH DREAM STUDIO, LLC is not required to send payment reminders. Late fees ($25 per day) apply for payments received after 5:00p.m. on the due date and will accrue weekly. Any changes to EVENT details less than two (2) weeks from the event will incur an additional change fee of $50.00 per change. Changes include, but are not limited to, changes in rental times (if applicable), SETUP floor plans. ROOM SETUP cannot be changed upon arrival on the day of the EVENT. FIFTH DREAM STUDIO, LLC reserves the right to cancel an EVENT at any time. All monies paid will be forfeited and may not be used to rebook another event with FIFTH DREAM STUDIO, LLC.or any other entities owned by Fifth Dream Studio,LLC.

If your event ends early due to an incident your FULL security deposit will be surrendered to Fifth Dream Studio, LLC with the possibility of additional charges and fines.

**CANCELLATION POLICY Initial \_\_\_\_**

**1)** Cancellation requests must be made in writing via email to smile@fifthdreamstudio.com 10 weeks prior to your scheduled event with an acknowledgement of receipt from Fifth Dream Studio,LLC. The initial deposit will remain non-refundable and shall supersede all additional contractual clauses and client will be released from any further obligations.

2) Cancellation requests made under 10 weeks to your scheduled event will still hold the client liable for THE FULL CONTRACTED BALANCE-THERE ARE NO EXCEPTIONS TO THIS. Client will owe the balance due regardless of canceling the event . Client is fully responsible for balance due and will be non transferable towards another date or person

3) COVID- If there is a South Carolina shutdown-then a credit will be issued for one year and may be transferred you will not lose your money

4) For the safety of you, your guests and our staff, any altercations or disturbances during your event will result in IMMEDIATE cancellation of the event, forfeiture of deposit,and all payments, everyone will be asked to vacate the premises. Clients will be charged for any erroneous clean upNo refunds will be issued for time not used. If FIFTH DREAM STUDIO, LLC must exercise litigation for breach of all policies here within, CLIENT agrees to assume full financial responsibility of FIFTH DREAM STUDIO, LLC’s legal fees. ***ALL initial deposits and payments are non-refundable under all conditions. We reserve the right to cancel events without refund***

**DAMAGE POLICY Initial\_\_\_\_\_** A five hundred dollar ($250) refundable damage deposit is due two (2) weeks before the event via zelle, paypal, cashapp or credit card. The damage deposit is FULLY REFUNDABLE within five (5) business days (MAY INCUR PROCESSING TIME BY YOUR CREDIT CARD) after the completion of EVENT less damage to FIFTH DREAM STUDIO, LLC. Damage to building, inventory and property will be deducted from security deposit. Any damages in excess of $500 will be the CLIENT’s responsibility and will be charged against the credit card left on file. Gross negligence to the bathroom(s) will incur a deduction of $200 from your security deposit.

**CERTIFICATE OF INSURANCE *(INSURANCE REQUIREMENTS) very important please do not hire a vendor for your event without making sure they have insurance. They will not be permitted to provide their service without it and we will not be responsible for any deposits lost. Your vendor list must be supplied to Fifth Dream Studio, LLC along with their insurance so it can be checked for validity 2 weeks before your event. We recommend letting us know who the vendor may be prior to booking. We will not remind you about this so please make sure all insurance is in for ANY SERVICE OR VENDOR YOU ARE USING-A friend providing the service of bringing items in still needs insurance. You may obtain one day coverage online-additionally we need to be listed on the insurance policy as Magnolia Leaf Digital DBA FIFTH DREAM STUDIO,LLC, NO EXCEPTIONS. IF WE ARE PROVIDED A FAKE POLICY OR IF THE POLICY DOES NOT MATCH THE COMPANY ON THE DAY OF THE EVENT THEIR SERVICE WILL BE IMMEDIATELY DISCONTINUED AND WE WILL NOT BE RESPONSIBLE FOR LOST MONEY. IT IS THE CLIENT’S RESPONSIBILITY TO MAKE YOUR EVENT PLANNER AWARE OF THIS INSURANCE EQUIREMENT AS THEY WILL NOT BE PERMITTED TO BRING ITEMS IN ON THE DAY OF THE EVENT. THE PLATFORM 360 BOOTHS REQUIRE HIGHER LIABILITY COVERAGES***

The CLIENT is responsible for providing FIFTH DREAM STUDIO, LLC with valid CERTIFICATES OF INSURANCE with the proper amounts of coverage for ***all*** privately secured subcontractors/vendors that are supplying equipment/service. It is also required of any vendor using a ladder, scaffolding or similar equipment. (Fifth Dream Studio,LLC does not supply ladders) The document can be requested from a vendor’s insurance agent. The sub-contractors/vendors that could be affected include, but are not limited to, caterers, valets, performers, entertainment, equipment rentals (tables/chairs/tents, etc.), portable toilets, decorators, sound and lighting technicians, etc. All privately secured subcontractors/vendors must have a certificate of insurance, naming “ Magnolia Leaf Digital dba FIFTH DREAM STUDIO, LLC ,” as additional insured. This insurance policy must be provided thirty (30) days prior to the EVENT. (If there is no insurance certificate provided prior to the date of the event, the VENDOR will be denied access and FIFTH DREAM STUDIO, LLC. will not be responsible to and monies paid or owed to that vendor and we will not be held responsible for any litigation. **Levels of Insurance Required:** The CLIENT is responsible for ensuring that separate certificates and endorsements for each subcontractor/vendor being used are at the following minimum levels: Commercial Liability Insurance for a minimum of $1,000,000 per occurrence and $2,000,000 aggregate.

**OUTSIDE VENDOR POLICY** No deliveries will be accepted during our business hours without prior approval. All VENDORS must take all of their empty boxes and garbage with them and must wipe up any spills or mess they create. We will not be responsible to clean the FACILITY once it is in your hands. All vendors must be pre-approved prior to you contracting them. Vendors will not be allowed to set up earlier than contracted time without pre approval. Vendors must maintain respect and professionalism with the staff of Fifth Dream Studio,LLC or they will be asked to leave without any liability for refund from Fifth Dream Studio,LLC. Vendors can only bring in people who are there to help. **Vendors must have all items picked up within the breakdown period or** **client will be charged an overtime fee of $250 per hour taken from security deposi**t \*Client is solely responsible for relaying this policy to hired vendors

**HOURS OF OPERATION** Events may not last beyond 1:00 a.m without prior approval from FIFTH DREAM STUDIO, LLC. CLIENT is responsible for making sure all guests, vendors, coordinators, event planners and assistants are on time at the FACILITY in order for the CLIENT to complete breakdowns and cleanup before the contracted time deadline. Arrangements must be made by the CLIENT to have all rental equipment picked up and removed from the FACILITY the same day as the EVENT before the EVENT’s time deadline unless there is prior approval. We are not responsible for any items left. We do not store items. All communication should be via email [smile@fifthdreamstudio.com](mailto:smile@fifthdreamstudio.com). Phone communication will be made available only to CLIENTS within a (3 )week prior to their scheduled EVENT.

**WEATHER POLICY:** Although we will make every effort for your event to be held, For the safety of FIFTH DREAM STUDIO’s staff, clients and guests, we reserve the right to cancel an event due to hazardous weather conditions.. Client and FIFTH DREAM STUDIO, LLC staff members will be in constant communication once there is a prediction of inclement weather. As long as the roads leading to the venue are cleared, the event will proceed as scheduled. If there is a prediction of snow/ice/tornadoes to begin during your reserved time, we may possibly begin and end earlier. For the safety of our clients, if items need to be stored in efforts to exit the premises expeditiously, there will be no storage fee. If roads are not cleared, in order for FIFTH DREAM STUDIO’s staff to arrive safely, we will either push back the start time or cancel your event. If an event is canceled due to inclement weather, clients can apply all money towards the next available date. Must be scheduled within 6 months and money cannot be transferred to someone else or for a different event it is just for the event that was canceled. It is the client’s responsibility to notify guests to enter via the rear entrance. We ask that no wet items (i.e. coats, boots, umbrellas, etc.) be brought into the venue’s party/event space. Wet items should remain in designated locations upon entry into the building. If wet items are brought in, the client releases any liability to FIFTH DREAM STUDIO, LLC and DLRD Realty and it’s affiliates. No refunds for weather related cancellations

**\*CONDUCT policy: All persons entering our venue are expected to be respectful to others as well as staff and follow any directives by Fifth Dream Studio, LLC staff or management. If guests, family, friends, vendors associated with your event display an undesirable conduct or any form of belligerent or disrespectful behavior they will be asked to leave immediately and will NOT be permitted to reenter the venue. If they were unable to perform their designated task it will be the client’s responsibility to find a replacement. There will be no liability to Fifth Dream Studio,LLC. Furthermore it will be the sole decision of Fifth Dream Studio,LLC to continue with the event as the primary goal is safety for all. If an event is not permitted to continue due to conduct issues no refunds will**

**be given. Despite the contract being between client and Fifth Dream Studio,LLC. Client assumes responsibility for all invited guests and/or to personally relay the venue regulations to their guests. If a client is informed of an ill behaved guest who can potentially inhibit the safety and security of the venue and the client does not address their guest swiftly and in a satisfactory manner determined by security, the event will end early and FULL security deposit will be forfeited. Conduct and respectable behavior are vital to a fluid event and will be taken extremely seriously. There is no use/smoking permitted within 100 feet of the building if security sees this the person/persons will not be permitted back in the building as we have a ZERO TOLERANCE POLICY.**

**Our protocol will be:**

1. **Alert the host of a potential guest who is identified as a potential risk to the event**
2. **Host is then asked to speak to guest for an amicable resolution**
3. **If this is not performed in a satisfactory manner to continue to insure a safe environment the event will be subjected to early termination without any refund**
4. **If authorities are called that will immediately forfeit your event, monies paid and security deposit and any additional fines**
5. **It is the person who signs contract as well as the event host, and/or guest of honors to work collectively to maintain conduct of guests that are seen as a threat to a smooth running event**

**INVITATION POLICY:**

**Your invitation should reflect the contracted time. If a client chooses to put in an earlier time, guests will not be permitted to enter early. Doors open at the time listed on your contract. For some events a representative for your event must be present prior to opening the door (to be determined prior based on the event) There are no exceptions to guests entering early. If a client wants guests to enter early there will be a charge to the client billed per full hour only. If a guest attempts to enter early and is disrespectful to staff they will not be permitted to re enter once the event is officially commenced. PLEASE DO NOT PUT THE WRONG TIME ON YOUR INVITE. It is not fair to our staff to address early guests who are unhappy that they cannot be permitted in. If a wrong time is put on the invite and guests arrive early there will be $150 deducted from your security deposit-**

**DÉCOR POLICY**

**1. N**o tape or adhesives of any kind can be used when decorating, including on the walls, windows, floors or window frames. Only 3M Command hooks, strips or magnets may be used. **2.** Rice, live rose petals, bubbles, piñatas, are prohibited indoors without prior approval. **3.** No food coloring allowed. **4**. No push pins or staples are allowed. 5. Any leftover confetti and glitter will incur a $150 cleaning fee. **6.** No hanging decorations from walls, ceilings, doors, windows, or other fixtures without prior approval of

management. **7**. No inflatables bounce houses allowed on property, inside or outside. **8**. No removal of studio tables/chairs or furniture from sets or at any time. **9.** No painting or paint permitted. **10.** Must bring your own decorating supplies (tape, scissors, etc.) **11.** Only stepladders with 2-steps permitted. (ANYTHING ELSE REQUIRES INSURANCE) **12.** CONFETTI BLASTERS ARE PROHIBITED 13. ALL BALLOONS MUST BE CEILINGS DEFLATED AND DISPOSED OF NOTHING LEFT ON THE FLOOR,TABLES OR ETC. Balloons not deflated and disposed of will incur a $150 fee. **13.** Ice Sculptures must be disposed of by client’s event planner or the ice sculpture company and set up with proper buckets-Water damage to the floor will be charged to the client, non disposal of sculpture will incur a $200 fee to the client (client is responsible to relay this to the vendor) 14.Floor wraps must be removed by the event planner or client if left a $200 removal fee will be deducted from your security deposit 15. No fog machines, fireworks, foam producing devices,confetti poppers,champagne showers or sparklers allowed inside.(all will occur deductions from your security deposit)

**MATERIALS & SUPPLIES** Rental of the space does not entitle you use of the facilities’ materials and supplies. We recommend the following list of items as a guide of possible items you may wish to bring. We do not and will not provide any of the following items unless otherwise specified as included within this contract: paper goods, cups, plates, utensils, tablecloths, aluminum foil, cake cutter, candles, pitchers, garbage bags for gifts, paper towels, serving spoons, chafing/sterno racks, sterno burners (sterno candles with wick not permitted for use in facility), foil pans, lighters, can openers, scissors, tape, decorating supplies and any other incidental items required to host your EVENT. (items are available for sale)

**EXIT POLICY Initial \_\_\_\_**

At the conclusion of your event, please make sure:

1. All tables are cleared. 2. All major spills were cleaned. 3. Clear food debris on counter areas and in and around the sink. 4. No liquid in garbage bags or pails. 5. All items not belonging to FIFTH DREAM STUDIO, LLC or FIFTH DREAM STUDIO, LLC contracted preferred vendors must be removed from FACILITY. 6. Refrigerator is clean. 7. Bathroom is clean and free of clogs. CLIENT will be charged the cost of removing/clearing clogs. 8. Ice sculptures must be disposed of at the back of buildings on grassy areas. Do not discard on sidewalks or driveways. 9. All trash is in black garbage bags and taken out to designated areas. No items may be discarded in front of the property.

10. EVENT MANAGER WILL DO A CHECK PRIOR TO CLIENT’S FINAL EXIT TO INSPECT FOR ANY

NEGLECTED AREAS OR DAMAGE at that point the security deposit will be released or if damages occur the amount to be deducted will be discussed

**GENERAL POLICIES**

1. FIRE POLICY and ADA FIFTH DREAM STUDIO, LLC does not have a cooktop stove, oven, grease trap or ventilation system, therefore, no deep- frying is allowed. *No*  small electrical appliances are allowed in the Catering Prep area.Smoking is prohibited (including cigars, e-cigarettes, personal vaporizers, hookah bars, etc.) anywhere inside the building or within 25 feet of entrance. Candles must be contained within a votive holder or hurricane lamp/lantern. 2. No pets allowed in the FACILITY. 3. No standing on furniture including chairs, tables and lounge furniture. 4. No moving furniture. 5. Charging or accepting an admission and/or concession fee during or before an EVENT is prohibited without prior approval. Fundraising is only permitted for local non-profit groups possessing 501c3. 6. If there is misuse or overstuffing of toilets, CLIENT will be responsible for associated costs. 7. All garbage must be bagged and taken to the dumpster upon exiting. If all garbage is not properly disposed of, FIFTH DREAM STUDIO, LLC will charge $30. 8. All photographic and/or video graphic images from CLIENT’S EVENT may be used for promotional and/or advertising purposes by the Magnolia Leaf Digital, LLC –dba FIFTH DREAM STUDIO. 9. CLIENT is responsible for any gross negligence to venue

**INDEMNITY**

In addition, CLIENT(S) agree(s) to indemnify and hold harmless Magnolia Leaf Digital dba FIFTH DREAM STUDIO, LLC, its officers, staff and agents working on its behalf, from any and all claims, actions, suits, costs, damage, cancellations, and liabilities resulting from the breach of this AGREEMENT, the negligent actions, willful misconduct or omissions of CLIENT(S), and CLIENT’s guests, invitees, agents, assistants and vendors/subcontractors for CLIENTS’ special event.

**FORCE MAJEURE Force Majeure**. Except with respect to payment obligations under this Agreement, Fifth Dream Studio, LLC ***​***shall not be held liable or considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including but not limited to, any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, natural disaster, war or threat of war, unauthorized strikes, governmental regulation or advisory, health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities disruption or outage of communications, power or other utility, labor problem, breakage or accident to machinery on lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of wells or lines of pipe, partial or entire failure or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event"). If the occurrence makes it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be canceled by FIFTH DREAM STUDIO, LLC , without liability, damages, fees, or penalty Within 24 hours of the occurrence of a Force Majeure Event, the affected party shall notify the client of the occurrence by sending either (i) an e-mail message, text or call to the other party. In addition, Magnolia Leaf Digital, ,LLC shall provide to the other party within seven (7) days of determining the cause of the Force Majeure Event a written explanation concerning the circumstances that caused the Force Majeure Event. The time for performance required of the affected party shall be extended by the period of such delay provided the party is exercising diligent efforts to overcome the cause of such delay. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty may resume based on availability of Fifth Dream Studio,LLC. Additionally, Fifth Dream Studio,LLC shall not be liable for the losses resulting from non fulfillment of any terms or provisions of this Agreement and shall not be liable to compensate for the economic losses brought to the other party by the force majeure event. All monies paid will receive a credit for one year.

Rescheduling of events will be at sole discretion of Fifth Dream Studio,LLC. Force Majure does not supersede the “all deposits and payments are non-refundable clause” Force Majeure may only be used by Fifth Dream Studio,LLC-Cancellation policy will always supersede any and all occurrences..

**SEVERABILITY** If any term, provision, covenant or condition of this AGREEMENT, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid unenforceable or void it shall be severed and inoperative. The remainder of this AGREEMENT and such term, provision, covenant or condition shall remain in full force and binding. Fifth Dream Studio, LLC shall be released and not held liable for any lawsuits by client, guests or heirs to either party past, present or future

**Credit Card Info**

Client gives consent for Magnolia Leaf Digital, LLC dba FIFTH DREAM STUDIO to charge below listed credit card for any outstanding costs, penalties fees associated with the EVENT and for Damage Deposit of $250. Security Deposit will be taken 2 week prior to the event date. If the card does not have availability the client must bring an alternate form of payment for the damage deposit. Your event cannot proceed without a security deposit. THIS IS NOT FOR YOUR DEPOSIT OR PAYMENTS THIS IS ONLY IN CASE OF ANY DAMAGE OR INCIDENTALS OUTSIDE OF THE VENUE RENTAL/SERVICES FEE. If you have provided a fraudulent card where Fifth Dream Studio, LLC has to litigate you will be charged double.

**Name as Printed on Card:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Card Type: Card Number:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Expiration Date: Security Code:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Identification Type: ID#:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NO PRIOR AGREEMENT**

This AGREEMENT (inclusive of invoice(s), and addendums/policies) constitutes the full and complete

AGREEMENT between the FIFTH DREAM STUDIO, LLC and CLIENT, and supersedes all prior written and oral

agreements, commitments or understandings with respect thereto. This AGREEMENT may not be

altered, changed, amended, deleted from or modified except by FIFTH DREAM STUDIO<LLC

**CLIENT Name** (Printed) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature (for in person contracts)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **CO-CLIENT (Printed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature (for in person contracts) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Miscellaneous Notes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VENUE ONLY ADDENDUM-THE INFO BELOW IS FOR CLIENTS WHO HAVE BOOKED THE VENUE ONLY AND WILL PROVIDE ALL SERVICES (EXCEPTION OF BARTENDER) THEMSELVES**

**As per your contract you are doing a venue ONLY rental which classifies you as a do it yourself client. This serves as an addendum to our full contract:**

1. Client is responsible for the full set, full breakdown and FULL CLEAN UP of your event (we will make available the designated number of tables and chairs that you request prior to your event.
2. Client or a designated representative must be present for all deliveries to insure proper placement of items
3. No additional tables or chairs can be brought out after final count is given
4. All decor is client responsibility to provide as well as remove and discard (as per full contract) Client must provide their own tools-ex: tape, scissors
5. Please follow the guidelines for decor on your contract
6. You are responsible for all safe handling of food and temperature control
7. Gloves and masks are required for all handling of food and are not provided by the venue
8. Any allergic reactions or incidents regarding food is at your **full r**esponsibility, Fifth Dream Studio, LLC. is fully released of any claims of liability or negligence
9. During your event you are responsible for maintenance of, but not limited, garbage on tables, spills on the floor, occasional bathroom checks
10. ANY STAFF PRESENT IS THERE TO OVERSEE THEY ARE NOT THERE TO ASSIST WITH EVENT SET UP OR LOADING AND UNLOADING
11. IF DOING YOUR OWN CATERING PLEASE REMEMBER YOU ARE RESPONSIBLE TO BRING ALL SUPPLIES AS WELL AS TABLECLOTHS FOR THE FOOD TABLES

**\*The following process will help you exit in a timely manner as per our full contract**

1. Venue will provide (3) heavy duty contractor bags for garbage cans additional bags are to be provided by the client (we suggest heavy duty black bags to prevent spillage) please note if your removal of garbage leaks through the building a $50 cleanup fee will be charged to the credit card on file
2. When removing drinks from the table we advise not throwing liquids in the garbage cans. Instead, it is recommended to use a bucket then pour in sink or sink directly \*This reduces leaking garbage where you may be charged an excessive clean up fee
3. Garbage cans should be monitored and changed for overflow of garbage throughout your event
4. Trash shall be securely tied and taken to the back of the building
5. Client is responsible for all sternos, serving utensils and any items needed to provide an efficient serving process. Venue does not provide any supplies. Client or guests are not given access to any drawers or cabinets, Fifth Dream Studio, LLC’s supplies
6. It is recommended to start your clearing of tables prior to the end of your event to insure you will be exited in a timely manner as per terms of full contract
7. All balloons must be taken down, deflated and disposed of in garbage bags. Failure to comply may result in an assessment of a clean up charge $200 fee
8. No food shall be left in kitchen area in the sinks, counters or refrigerator (A clean up fee will be charged if food is left behind)

**CLIENT SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*Failure to comply with our do it yourself policies shall result in additional fees based on the severity of the occurrence. Before you exit a manager will let you know if everything is completed as per the contract or if a clean up assessment will be charged AND DEDUCTED FROM YOUR SECURITY DEPOSIT*