



Da Event LLC Space Rental Agreement

OWNER: DA EVENT, LLC, 5000 Estate Enighed, Suite 204 PMB 339, St. John, U.S. Virgin Islands 00830 Phone Number: 340-725-8101

RENTER NAME: _____

ORGANIZATION NAME: _____

RENTER ADDRESS: _____

PHONE: _____ **EMAIL ADDRESS:** _____

EVENT DATE: _____ **START TIME (including set up):** _____

END TIME (including take down): _____

EVENT TYPE AND DESCRIPTION: _____

Please select one: () Private () Open to the public

THIS DA EVENT SPACE RENTAL AGREEMENT (“Agreement”) made this ____ day of _____, 20____ (**“Effective Date”**).

WHEREAS, the Renter desires to temporarily rent, occupy, and make use of the Owner’s space, located at 18-38 Estate Enighed, St. John, U.S. Virgin Islands and known as DA EVENT, on the date and times for the purpose set forth above (**“Event”**), and

WHEREAS, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. **Space Rental.** Owner grants to Renter a limited and revocable license (**“License”**) to use its special events room at Da Event (**“Space”**), together with the right to use all other areas in and about the St. John Lumberyard Complex that are used in common with others, including walkways, stairways, rest rooms, delivery areas, and parking areas (collectively, the **“Common Areas”**). The

License permits Renter to use the Space only on the Event Date between the specified start and end time—which includes set and take down time—and only for the Event as described above. Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior written permission of Owner. Renter acknowledges and agrees that no more than ____ (____) of individuals in the aggregate (including, without limitation, Renter’s invitees, employees, guests, contractors, service providers, or others connected directly or indirectly with Renter) will occupy the Space.

Two (2) Forms of Identification is required for the renter executing this application for recording purposes.

Da Event Lounge is not responsible for providing equipment or sound systems in the event a live band or DJ is being used.

2. Fees.

Da Event Lounge Fees		
Fees	Deposit	Total
\$1000 – 50 ppl or less	\$500	\$1500
\$1500 – 50 ppl or more	\$750	\$2250
Property damage Fee	Based on assessment after event	
Methods of Payment Credit Card, Cash, Money Order, Business/Cashier’s Check, Paypal, Wire Transfers (No Personal Checks)		

Renter shall pay to Owner a total fee of \$_____ (“**Rental Fee**”) for the use of the Space. Included in the total Rental Fee shall be a deposit of \$_____ (“**Deposit**”), to be paid to Owner upon execution of this Agreement. Owner shall have no obligations under this Agreement until the Deposit is paid in full. The remainder of the total Rental Fee is due in full no later than Fifteen (15) days prior to the Event Start Time (“**Payment Due Date**”). If Renter fails to pay the full Rental Fee by the Payment Due Date, Owner shall have the right to revoke the License and to keep the full amount of the Deposit. The Deposit will be returned to the Renter upon settlement, minus any charges either for (a) repair and/or excessive cleaning needed to bring the Space or the Common Areas to the same or similar condition as delivered to Renter; or (b) actual damages done to the Space or to the Common Areas by Renter and/or Renter’s associates, guests, invitees, contractors, and all other persons whatsoever who enter the Space during the Event.

3. Cancellations. If Renter cancels the reservation for the Event Seven (7) days or less before the Event Date, Owner shall refund to Renter the fifty (50%) Percent of Rental Fee, if paid in advance; but Owner shall be entitled to retain the Deposit. If Renter cancels the reservation for the Event Eight (8) days or more before the Event Date, Owner shall refund to Renter the Rental Fee, if paid in advance, Not including the Deposit. Owner shall not cancel this reservation except for reasons beyond its control, in which case Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

4. Force Majeure.

(a) **“Force Majeure Event”** means any of the following events: (i) acts of God; (ii) hurricanes, floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health emergencies; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; and (ix) other events beyond the control of Owner.

(b) In the event Owner is unable, on or after the occurrence of a Force Majeure Event, to make the Space or any portion of the Common Areas available to Renter for the Event, Renter shall have the option of choosing an alternate date to hold the Event (**“Alternate Event Date”**) at no extra charge to Renter. If Renter chooses an Alternate Event Date that is reasonably acceptable to Owner, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto.

(c) If (i) Renter does not elect to choose an Alternate Event Date; or (ii) Owner and Renter cannot agree on an Alternate Event Date, this Agreement shall terminate and Owner shall refund the Deposit and any portion of the Rental Fee received by Owner from Renter hereunder. In neither instance shall Owner be liable for any additional costs, expenses, or damages suffered by Renter (over and above the Rental Fee) arising out of the rescheduling or cancellation of the Event pursuant to this Section.

5. Condition of Premises. The Space will conform to the following specifications (select one option below):

____ TABLES FOR ____ CHAIRS

____ CONFERENCE SEATING FOR _____ INDIVIDUALS

____ THEATRE SEATING FOR _____ INDIVIDUALS

OTHER SETUP NEEDS:

Aside from the specifications in this Section, the Space is provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Space for Renter’s intended use. Renter shall leave the Space and the Common Areas in the same or similar condition as when Renter entered. Renter shall remove all personal property, trash, and other items that were not present in the Space when Renter took control of it. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such

damage. In the event that Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within thirty (30) days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred. This Section shall survive termination of this Agreement.

6. **Additional Services.** Owner shall provide to Renter additional services identified below ("**Additional Services**") in connection with the rental of the Space under this Agreement (select all that apply):

____ QTY. BAR TENDER AND SERVERS FEE FOR EVENST@ \$25/hour

PLEASE SELECT ONE

____ OPEN BAR FOR EVENTS EVENTS @ _____ (Number of Drinks Per Guest)

@ \$ _____

____ CASH BAR FOR EVENTS (Everyone or person will pay for their own drinks) NO

____ Tabs will be open/created without a credit card being held with Da Event Lounge.

____ Card will be returned once tab has been paid in full.

Fees identified above for additional services shall be treated as part of the Rental Fee, and all provisions set forth above regarding the Rental Fee shall apply to these fees for additional services.

7. **Conduct and Prohibited Activities.** There is no drug use or smoking of any kind tolerated on premises or within fifteen (15) feet of the building and property. Loitering or congregating outside on the sidewalk any time during the event is prohibited. Weapons, arguments or any physical violence will not be tolerated and will cause immediate removal. Clients and guests shall use the premises in a respectful manner at all times. Disorderly conduct at the sole discretion of Da Event lounge shall be grounds for immediate removal from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made. Prohibited Activities are as follows:

- A. Open Flames
- B. Smoking
- C. Fire Works
- D. Unlawful Drugs
- E. Use of Spray Paint or Chalk
- F. Unauthorized Events
- G. Outside Drinks and/or Alcohol

8. **Right of Entry.** Owner shall have the right to enter the Space at any time without the consent of Renter for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space.

9. **Consent and Waiver.** Da Event Lounge reserve the right to take pictures and videos of the event for promotional purposes. Pictures or videos taken by Da Event Lounge may not be used, copied, altered or modified without permission of an authorized designee from Da Event Lounge

8. **Indemnification.** Renter indemnifies and holds harmless Owner, its employees, officers, and members 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 (including death) to any person either arising out of or in connection with—either in whole or in part, directly or indirectly—(i) the occupancy or use of the Space, the Common Areas, and other appurtenances to the Space by Renter or Renter's invitees, employees, guests, contractors, service providers, or others connected directly or indirectly with Renter; or (ii) any acts, errors, or omissions on the part of Renter, its employees, officers, members, 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. This Section shall survive termination of this Agreement.

9. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth herein in a lawful manner. Renter shall not—and shall not permit the Renter's invitees, employees, guests, contractors, service providers, or others connected either directly or indirectly with Renter—to use the Space in any manner that would violate territorial or federal laws or regulations. Renter indemnifies Owner, its employees, officers, members, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any territorial or federal law, rule or, regulation related to Renter's use of the Space.

10. **Revocation of License.** Owner shall have the right to revoke the License at any time upon written notice to Renter at the address above or by electronic delivery at the phone number and email address below. Owner's right of revocation shall be limited to the following events: (i) nonpayment of Rental Fee by the Payment Due Date; (ii) breach of this Agreement by Renter; or (iii) the Event is of a nature that Owner finds subjectively inappropriate. If Owner revokes the Agreement because of subsection (iii) herein, Owner shall refund the Deposit and such amount of the Rental Fee as has been paid to Owner. In all other events, Owner shall retain all amounts paid to Owner (including but not limited to the Deposit) as liquidated damages and not as a penalty.

10. **Assignment.** The Renter may not assign or transfer their respective rights or obligations under this Agreement without prior written consent of the Owner.

11. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the U.S. Virgin Islands, without regard to conflicts of law principles.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

13. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if

limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, to the address above.

15. **Headings.** The headings for paragraphs herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

16. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date set forth above.

OWNER:

DA EVENT, LLC

By: _____

Its: _____

RENTER:

(Individual/Company Name)

By: _____
(Authorized Agent if Company)

Its: _____
(Title if Company)

Phone: _____

Email: _____