



Life's Finer Moments Contract

(see other contract for weddings and events for over 75 attendees)

Thank you for selecting Life's Finer Moments.
We are prepared to do all we can to make your event a success.
Our goal is to make this a 5 STAR experience.

RESERVATION PROCEDURES

In order for your event to be guaranteed, Life's Finer Moments must receive:

1. **Application** --you may submit online from our website: lifesfinermoments.com
2. **Contract initialed, signed and returned.**
3. **A reservation fee equal to 50% of the rental cost.**

We accept: 1) Cash, 2) Valid checks payable to "Life's Finer Moments" 3) Visa, Discover, & Mastercard (3% fee per transaction)

Customer Initials

CANCELLATION POLICY

We are a small business, so cancellations can have a big impact on us.

In the event this agreement is canceled by you the customer, you agree that LFM will have lost the opportunity to offer our services to others and will incur additional costs in attempting to book our services for the date reserved for your event. You agree that the exact amount of our damage will be difficult to determine. You agree that this liquidated damage clause in this agreement is a reasonable effort by you and us to agree in advance on the damages that we will suffer due to a cancellation. Therefore, you agree that should you cancel your event for any reason, liquidated damages to us immediately upon written and dated notice of cancellation that the following fee schedule will apply:

In all cases, after 24 hours, a \$15 administration fee is administered and non-refundable.

Monday -Thursday event reservations:

- Between 90 -60 days prior to event: One quarter (25%) of initial deposit nonrefundable
- Between 59 -30 days prior to event: One half (50%) of initial deposit nonrefundable
- Less than 30 days prior to event: Three- fourths (75%) of initial deposit nonrefundable

Friday-Sunday event reservations:

- Between 90 -60 days prior to event: One half (50%) of initial deposit nonrefundable
- Less than 60 days prior to event: Full (100%) of initial deposit nonrefundable

**The refund you are entitled to based upon the aforementioned cancellation policy will be returned to you within thirty (30) business days.

** In the event of LFM taking another booking of equal or more value than your cancelled or postponed date, a full refund of your monies paid minus the non-refundable \$15 administration fee shall be made.

**We are happy to transfer your date at a \$15 administration fee.

Under extremely rare conditions, LFM staff may be forced to cancel an agreement prior to the event. Possible reasons for cancellation include but are not limited to a declared state of emergency, unsafe environmental or health conditions, or interrupted utility services. In such an event, the customer agrees that LFM shall not have responsibility for anything the customer may suffer or incur due to such a cancellation. All fees paid to LFM by the customer shall be refunded to the customer if the reservation is cancelled by LFM for any of the above reasons.

Customer Initials

1-2 WEEKS PRIOR TO EVENT

- If this is a first time rent from the contact person, you are responsible for making a 15 minute on-site “walk through” appointment with the LFM representative to finalize arrangements. Thermostat, lock-up, technology use, etc. is shown. The scheduling request for this on-site appointment should be made by the customer a minimum of 1-2 weeks prior to the event. A mutually conducive “walk-through” date and time will be agreed upon between customer and LFM. A local liaison may do this for you if distance is an issue.
- Customer’s lack of planning does not constitute an emergency on LFM’s part.
- LFM and its employees are not responsible for any problems that occur with any event that has not had an on-site “walk through” meeting with LFM staff.

SET-UP/DECORATIONS

- “Command” hooks or painter’s tape are recommended. Remove at the conclusion of event.
- **No** thumb tacks, nails, staples, pushpins, or Duct tape
- Candles enclosed in a glass or non-flammable holder.
- **NO glitter, metallic confetti,** or straw.
- All decorations, trash, or other debris must be put in trash bags, and carried to the dumpster.

FIREPLACE OR TECHNOLOGY USE

If indicated use is on application, fireplace, projector and screen, or other technology directions will be explained at the time of the walk through. *Under no circumstances should the customer or any other member of his party attempt to use either the fireplace(s) or the projector without the approval of LFM staff. If technology must be troubleshooted due to customer “adjustments” a reasonable fee will ensue.*

LIABILITY

- LIFE’S FINER MOMENTS is not liable for any loss, damage, injury, or illness by the users of the facility. The customer using the facilities, equipment, and land owned by LFM further assumes all liability for any personal injuries, including death, caused by participants at the scheduled event.

SMOKING/ ALCOHOL / CONDUCT

- NO Smoking in building. *Smoking containers for use outdoors are provided.*
- **LFM is a non-alcohol facility.**
- Persons attending events should confine themselves to the facility space rented for their use.

Customer Initials

KITCHEN USAGE/CATERER

Read CAREFULLY and please mark 1 of the 4 choices:

- 1.** No food is involved in the event

- 2.** A caterer from the LFM Approved Catering list will be in charge of food for the event.
 - *It is the customer's responsibility to check the approved LFM catering list before soliciting any catering services. Our goal is to help sustain our community businesses, and besides, they are EXCELLENT tasting as well as cost effective.*
 - Approved caterers pay a gratuity of 12% to cater at LFM. Some of the caterers take this from their advertising fee at no cost to you as a thank you to LFM for recommending them. Other caterers may choose to add the 12% to your bill to cover this cost. Feel free to check with the caterer of your choice to inquire about this specific charge.
 - **While the caterer ideally cleans their entire area of use, it is ultimately the customer who will be charged if extra cleanup is needed. This includes the kitchen floor.**
 - **Catering Business will be _____.**
If unknown now, customer must notify LFM which caterer you intend to use prior to event.

- 3.** Customer will be in charge of bringing their own food for the event. There will be an additional \$35 charge for the Great Room kitchen and \$25 charge for Lower Level kitchen use. **The provided "kitchen clean up list" must be completed by customer or excessive cleanup fee will incur.**

- 4.** An outside caterer is requested. \$50 outside catering charge applies.

I understand and agree with the fees and rules associated with my marked box.

Customer Initials

CUSTOMER'S CLEAN UP RESPONSIBILITIES

DO NOT put furniture away in storage room. We'll take care of that! A few customers thought they were "helping" but damaged the door frames. Unless otherwise prearranged, LET US DO THE WORK OF FURNITURE REMOVAL .

- Fulfill and sign off on the short clean up list found in kitchen for the space you rented.
- The kitchen area must be thoroughly cleansed and returned to its original level of cleanliness. This includes all work areas, insides and outsides of ovens (including microwaves), refrigerators, **sinks and floors**. Even if you hired a caterer, this is ultimately YOUR responsibility

MISCELLANEOUS POLICIES

By signing an LFM application or by applying funds you there by agree to all rental policies.

- Upon a post event facility review by LFM staff, any damages or abuse (beyond normal wear) or excessive clean-up needed will be photographed and formal repair/cleaning cost invoice will be submitted to customer.
- Live animals, except for service animals, may not be brought onto the premises.
- Life's Finer Moments will not be responsible for any damage or theft of any customer items before, during or after an event. This applies to any guest attending the customer's event.

- LFM staff may enter any of the rented premises at any time on any occasion.
- LFM reserves the right to take photographs of rental events for its own use.
- Flying insects belong outside. **Don't prop open doors.** Excessive insects will incur billing.
- Outstanding charges from last minute rental additions such as linens, extra time in lodge, using space not rented in contract, etc. will be charged. The customer will be expected to pay immediately.
- LFM does not provide storage before or after a rental event.

Customer Initials

INDEMNIFICATION

User agrees to defend, indemnify and hold harmless Life's Finer Moments and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by Life's Finer Moments or its employees, arising from customer's acts or omissions under this Agreement or any act or omission of customer's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of customer, except as may arise from the negligence or willful misconduct of Life's Finer Moments or its employees.

Life's Finer Moments will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract.

Customer will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property. Failure to comply with ANY of LFM policies will forfeit security/damage/excessive cleaning deposit.

Customer agrees to abide by this Agreement and acknowledges having received a copy thereof. Customer will be held financially responsible for any damage to the LFM facility or equipment, which occurs through the customer's meeting or event at the venue.

* *Rates/Policies are subject to change

By signing below, Customer acknowledges that he/she has read and agrees to all above terms and conditions.

All payments & mail must be to:
Life's Finer Moments
PO Box 434
 Clay Center, KS 67432
 Not the physical address

Signature

Organization or Event

Printed Name

Event Date

Today's Date

Keep a copy for yourself



Life's Finer Moments PO BOX 434 1285 16th Rd. Clay Center, KS 67432

Phone: 785.447.0166 Fax: 785.777.2689

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