

M Garden Event Agreement

M Garden: 3506 bush river road, Columbia, SC 29210

Phone: 803-546-6923 Email: mw@miyos.com

CONTACT & EVENT INFO

CLIENT / COMPANY NAME	
ADDRESS	
PRIMARY PHONE	
EMAIL	
EVENT DATE / TIME	
EVENT TYPE / # OF GUESTS	

This agreement was made on _____, 20____, by and between M Garden and _____, referred to as "Client". The Client agrees to use M Garden located at 3506 bush river road, Columbia, SC 29210 on the following terms and conditions:

1. Maximum occupancy for usable space is 250 occupants.
2. Set up and breakdown time must be included in your total event hours.
3. All events must conclude prior to 12:00 AM.
4. All MUSIC and BAR must conclude prior to 12:00 AM. All vendors including caterers, music, staff and guests must vacate the premises no later than 12:00 AM.

RATES

1. A **non-refundable** deposit of \$800 is due at the time this agreement is signed. The deposit will be deducted from the total amount agreed upon.
2. A **refundable** security deposit of \$500 is added onto your final payment. Deposit will be credited back to Client in the form of a check postmarked within 72 hours after the conclusion of the event unless Client fails to abide by the rules and requirements of M Garden.
3. **Full payment is required 30 days prior to date of event.** (Exact due date will be listed on invoice.)

Final amount due 30 days prior to your event will be listed on your invoice. Invoice # _____

	AM (9am-4pm)	PM (4pm-11pm)	ALL DAY (9am-11pm)
MON-WED	<input type="checkbox"/> \$800	<input type="checkbox"/> \$1200	<input type="checkbox"/> \$1500
THU / FRI / SUN	<input type="checkbox"/> \$1500	<input type="checkbox"/> \$2800	<input type="checkbox"/> \$3800
SATURDAY	<input type="checkbox"/> \$2000	<input type="checkbox"/> \$3500	<input type="checkbox"/> \$4800

The Client understands and agrees that the attached rules are a part of this agreement. Failure by the Client to abide by the rules will result in additional charges. In addition, Client shall be liable for any damage to M Garden and its contents that occur during the Client's use of the venue.

Payment Type: _____ Card No.: _____ Exp Date: _____ CVV: _____ Zip: _____

Payment Received By: _____ Amount: _____

Client Signature: _____ Date: _____, 20_____

M Garden Policies

1. **Cancellation.** If Client cancels the reservation, M Garden reserves the right to retain the deposit. If circumstances beyond the control of M Garden force it to cancel your reservation, M Garden will refund all sums paid. The refund is in lieu of all other damages. If the full payment is not received 30 days prior to the reservation date, M Garden reserves the right to cancel the reservation without a deposit refund. There will be no refund if event is cancelled within 30 days of the event date.

2. **Catering Policy.** Caterers must leave all food preparation and serving areas neat and clean. This includes, but is not limited to the storage room, and all other surfaces which have food or spillages, including all floors. All food waste is to be removed from the premises by caterer; use of the on-site dumpster is not permitted for food waste. *All caterers must be DHEC approved and must present a copy of their business license and liability and bonding insurance to M Garden.* If Client chooses to use a third party catering service, a **fixed \$200 fee will be charged** for placing an on site manager to oversee the event (combined management fees not to exceed \$350).

Caterer Contact: _____ Phone: _____

3. **Music / DJ.** The built-in surround sound system is capped at 100 decibels. All music, sound equipment, microphones, etc. must not exceed 100 decibels at any point. If the sound goes above 100 decibels the security deposit will be retained. It is the responsibility of the Client to notify all vendors of the sound regulations. All external sound equipment and/or DJ's must be approved by M Garden at least 7 days prior to scheduled event date. If Client chooses to use a third party music/DJ service, a **fixed \$200 fee will be charged** for placing an on site manager to oversee the event (combined management fees not to exceed \$350).

Music / DJ Contact: _____ Phone: _____

4. **Fixtures / Furniture.** Furniture provided for your use (included in the fee - value of \$3,000)

- a. 60" Round Tables (20)
- b. 30" Standing Round Cocktail Tables (10)
 - c. 6' Banquet Tables (10)
- d. 150 Chairs
- e. Lounge: (1) Sofas, (2) Coffee tables, (3) Makeup stations,
- f. 2 projectors
- g. Built in surround sound system
- h. Selection of decor items and centerpieces

5. **Liability / Damage.** Client assumes full financial liability and responsibility for any damage or loss of property belonging to M Garden. Client releases M Garden from any liability whatsoever arising out of the use of M Garden including personal injury incurred during or as a result of such use.

6. **Appropriate Events.** All events must be deemed appropriate to M Garden and cannot interfere with neighbors nearby. M Garden reserves the right to deny usage to any persons or groups or for any program which is inconsistent with its purpose or reputation. The owners and staff of M Garden have the authority to take action and make decisions that are in the best interest of M Garden, its safety, security and image in the community.

7. **Additional Contact Persons.** When Client is unable to be present the entire event, a designated contact person(s) must be appointed to be present from setup time until all guests leave to ensure that M Garden rules are followed. M Garden will designate a staff person who will open the venue at the reservation setup time and be on or near the premises during the event.

Additional Contact: _____ Phone: _____

8. **Setup and Decorations.**

- a. It is the responsibility of the Client to make arrangements with caterer for setup and cleaning responsibilities.
- b. No decorations may be placed outside of M Garden doors without prior permission of M Garden.
 - c. Enforcement of M Garden rules by caterer and others under contract is responsibility of Client.
- d. M Garden staff will setup/breakdown furniture owned by M Garden as listed above for a minimum fee of \$300. Caterer is responsible for setting up and breaking down their display.
- e. All decorations and equipment must be delivered and setup during scheduled reservation time, and removed by the conclusion of the reservation time unless arrangements are made prior with M Garden.
- f. M Garden is not responsible for any items left at M Garden.
- g. Decorations shall not be applied to ANY walls inside of M Garden without permission from M Garden event manager.
- h. No candles may be used without approval from M Garden. No fog machines, liquid smoke, bubble machines or any other effect that may be deemed inappropriate will be allowed.

(Setup and Decorations continued)

- i. Glitter, confetti, tinsel, birdseed and rice are prohibited and may not be thrown in any area of the property. No sparklers or fireworks of any kind may be discharged on M Garden property or within 25 feet of 3506 Bush River Road.
 - j. Decorations and equipment must not be placed in such a manner as to impede the flow of traffic or to obstruct access to stairs, bathrooms or fire exits.
9. **Smoke Free Facility.** M Garden, along with 3506 Bush River Road is a smoke free facility. No smoking is permitted within 25 feet of the property. No smoking in restrooms. Any guest violating the smoking restrictions will be asked to leave the premises by the event staff.
10. **Electrical Equipment.** Because of the risk of power overload and fire hazard, M Garden must approve supplemental electrical equipment in advance.
11. **Alcohol.**
- a. Alcohol can be purchased by clients. M Garden can provide bartending service with agreed fees. Waiver of alcohol liability must be signed at the time of booking.
 - b. All bars are to close one-half hour prior to the scheduled end of the event. M Garden recommends that bars are open no more than four hours.
 - c. All events serving alcohol are recommended to have security stationed outside of M Garden. Security will be hired through M Garden at a cost of \$35/hour per guard for the duration of the event.
 - d. If a third party bartending service is used by Client, a **fixed \$250 fee will be charged** for placing an on site manager to oversee the event (combined management fees not to exceed \$350).
12. **Linen Service.** M Garden uses Robinson Linens to provide table cloths upon Client's request. An additional charge will be added to the venue.
13. **Event Conclusion.**
- a. In order to assure that the event will conclude in an orderly manner and the contracted hours will be adhered to, music must cease and bars must close at least one hour before the scheduled time for the event to end. It is the responsibility of the Client to make these arrangements in advance with the musicians and caterers.
 - b. Unless other arrangements have been made in advance and noted on the reservation agreement all items brought into M Garden for the event must be removed from M Garden on the day of the conclusion of the event. M Garden is not responsible for any items left at M Garden.
 - c. The Client is responsible for leaving M Garden and ground "broom clean" or in the condition in which they were found when the doors were opened for setup.
 - d. **M Garden staff is NOT responsible for event clean up.** All decorations, food and drink container products, and all trash must be collected in plastic bags provided and removed to the large designated dumpster. All boxes must be broken down. No loose trash shall be placed in the dumpster. If the dumpster is full, please notify an M Garden staff member immediately. No trash or boxes are to be placed outside of or around the dumpster. If trash is left inside of M Garden without approval, the entire security deposit will be retained.
 - e. M Garden is responsible for mopping floors and cleaning restrooms before and after the event.
 - f. NO EVENT ACTIVITY IS PERMITTED OUTSIDE OF M GARDEN. Please keep all conversations and event activity inside the walls of M Garden. This includes but is not limited to wedding send-offs. Rose petals, bubbles, bells, and ribbon are acceptable INSIDE of M Garden doors for a send-off. Security deposit will be retained if M Garden staff has to clean up.
14. **Extra Charges.** If the Client fails to comply with the terms of the reservation, M Garden reserves the right to charge the Client the cost of restoring M Garden to its prior condition. In addition, should the Client's use of the premises cause M Garden to be charged with any violation of law, Client agrees to reimburse M Garden for all fines and penalties imposed. All extra charges are due and payable not later than ten (10) days after issuance to the Client of a statement setting forth the charges.
15. **Attorney Fees.** In the event M Garden retains the services of an attorney to represent its interests in regard to the reservation or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$1000.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.
16. **Choice of Law.** The laws of the State of South Carolina govern this agreement.

Signature: _____ Date: _____, 20_____