



LETTER OF AGREEMENT: WATERVUE WEDDING

RENTER INFORMATION

NAME BRIDE/GROOM _____
FIRST NAME _____ LAST NAME _____

CONTACT INFORMATION _____
PHONE NUMBER _____ EMAIL ADDRESS _____

NAME BRIDE/GROOM _____
FIRST NAME PARTNER _____ LAST NAME PARTNER _____

CONTACT INFORMATION _____
PHONE NUMBER PARTNER _____ EMAIL ADDRESS PARTNER _____

ADDRESS _____
STREET AND ADDRESS _____

_____ CITY _____ STATE _____ ZIP _____

DATE OF EVENT _____
MONTH/DAY/YEAR

START/END TIME OF EVENT 10am-10pm 11am-11pm 12pm-12am

FACILITY FEE

FACILITY ONLY - 12 HOURS (required for weddings).
 Includes rental of facility, set-up time, available tables & chairs, and cleaning of facility.

- For 20-50 people: \$3,600
 - For 51-100 people: \$4,000
 - For 101-140 people: \$4,400
 - For 141+ people: \$4,400**
- **must be cocktail party style event (no formal seating)
- No discount*
 - Military or Charity discount (10%)*
 - Sun-Thurs (Weekday booking) 20%*
 - Holiday charge: \$150

*(only one discount may apply)

EXTRA'S

- Decorations: \$300
- Back Drop: \$200
- Day of Coordinator \$650
- All Inclusive Package (tailored price)

OTHER

HOW DID YOU HEAR ABOUT US?

- Facebook Friend Instagram
- WeddingWire Signage Twitter
- Website Google Other

OFFICE USE ONLY

LOA recieved _____
 Deposit received _____
 Amount \$ _____

WV REP:

- Tiffany
- Faith
- Wayne

RENTAL AGREEMENT

- “WaterVue and WaterVue at Brooks Street,” shall mean WaterVue at Brooks Street, Bride’s Suite, Groom’s Retreat, The wrap-around deck, the Kitchen, and the Parking Lot.
- “WaterVue Representative” shall mean WaterVue at Brooks Street personnel and/or WaterVue, LCC.
- “The Renter” shall mean the person or persons signing the Rental Agreement produced by WaterVue, LLC.
- “The Rental Period” shall mean the time specified, a consecutive 12 hour period (required for all weddings), during normal openings times between 9.00am and 12 midnight on the day specified on the Rental Agreement Form for WaterVue at Brooks Street.

This letter of agreement (the “Rental Agreement”) summarizes our understanding of the Agreement for the Rental Period of “WaterVue at Brooks Street Facility Only” between WaterVue, LLC and The Renter. WaterVue, LLC and Renter agree to the following:

BOOKING & PAYMENT

1. The Renter must sign and return, both The Rental Agreement and the Release of Liability Agreement in order to be able to book any Rental Period (any dates or times).
2. The Renter pays a non-refundable deposit of 50% of the facility fee, as per your choice above, (including holiday charge) in order to be able to book WaterVue. The remainder, including any surcharges, is to be paid no later than three (3) calendar months before The Rental Period.
3. The Renter is responsible for all damage to WaterVue and to any property in WaterVue occurring during The Rental Period and during authorized access to WaterVue however caused. All breakages or other damage occurring during authorized access to WaterVue must be reported within 24 hours. WaterVue requires a damage-deposit check of \$500 no later than, three (3) days prior to the event date. As long as there is no damage to or missing items from the facility or excess cleaning, this damage-deposit check will be returned to The Renter upon full inspection of facility. (Please note costs for any breakages or damage to items that cannot identically be replaced will include costs for any duplicate or replacement items). Any charges incurred during The Rental Period must be paid no later than four weeks after The Rental Period. This includes any damages/breakages.
4. WaterVue requires a refundable damage deposit check of \$500 to be collected and held by WaterVue no later than three (3) days before the date of the Rental period. We accept: cash, check, or Venmo payment, Credit/Debit Cards incur a 3.5% processing fee. WaterVue may retain the damage deposit for the following occurrences:
 - Overage of the allotted Rental Period time
 - In the case that a day of coordinator is not arranged and the WaterVue representative must assume the role of day of coordinator
 - Damage, vandalism, breakages, or theft, whether purposeful or accidental of WaterVue properties, decorations, deck and patio, furnishings, or appliances
 - If the property requires excessive cleanup

REQUIREMENTS

5. WaterVue requires that the Renter obtain a Day-of-Event Coordinator be hired for the event. The Planner or Coordinator must remain on the premises for the entire Rental Period (12 hours) and must remain at WaterVue until the last guest has departed. If The Planner or Coordinator leaves the facility at any point during The Rental Period, WaterVue will take on their responsibilities and charges will be acquired from the damage deposit. WaterVue highly recommends using one of our preferred vendors as the wedding planner or coordinator. Relatives or friends of client will not be allowed to serve in this capacity as they will be there as guest(s)
6. The Renter is required to have “Day-of-Event Insurance” (minimum liability of \$500,000 naming WaterVue, LLC as additional insured) . The Renter may obtain this through an insurance carrier of their choice, or a quote may be requested. The Renters are free to contact Lou Totoro at (850) 244-1574 direct (850) 275-1106. A copy of the day-of-event insurance policy must be submitted to WaterVue at least 14-days prior to the event. This insurance policy may not be cancelled at any time.

ACCESS & VENDORS

7. Vendors will not be allowed access until The Rental Period begins and will not be permitted access to WaterVue until the professional Day-of Coordinator is on-site. It is The Renter's (client's) responsibility to ensure all items (including vendors and vendors' items) be removed from facility by end of The Rental Period. No items may be dropped off prior to The Rental Period, and no items may left at facility after The Rental Period for later pickup. It is recommended that The Renter allows for a 1-hour clean-up time prior to end of The Rental Period.
8. Any Property of The Renter or his vendors must be delivered at the start time of the day of The Rental Period and removed from WaterVue by the end time of The Rental Period. Any time before or after The Rental Period must be authorized by the WaterVue Representative and costs will be incurred for each and any delivery and pick-up outside of The Rental Period. The Renter must not presume there is access to WaterVue either side of The Rental Period. Any authorized access will be limited and all terms and conditions apply when present at WaterVue at all times.
9. It is the responsibility of The Renter to notify each vendor of the exact Rental Period (the exact time) and that vendor(s) will not be permitted access to WaterVue until The Rental Period begins. The Renter must also notify vendor(s) that all items must be removed from WaterVue (out of building) prior to the end of The Rental Period.
10. The caterer will need to provide a copy of his/her license and insurance/bond of at least \$500,000 to WaterVue, LLC at least 30-days prior to event. Note: The caterer must supply all plates, flatware, stemware, etc. for the event, and the caterer will need to sign a separate contract with WaterVue. The Caterer is required to completely clean kitchen after use. The Renter will be charged \$500 should caterer fail to comply with this agreement.
11. Should alcoholic beverages be served during The Rental Period, it is required that all beverages be served by a licensed bartender. At least one bartender is required per 100 guests.
12. The WaterVue Representative reserves the right to refuse access to WaterVue to any vendors of The Renter.
13. The WaterVue Representative is not responsible for any vendors contracted by The Renter.
14. The WaterVue Representative accepts no responsibility for any property belonging to The Renter, his guests or his vendors at WaterVue at any time.
15. The WaterVue Representative reserves the right of entry, or to ask any persons to leave WaterVue who are not keeping good order or who are under the influence, in the opinion of The WaterVue Representative, of excessive alcohol consumption at any time during The Rental Period.
16. WaterVue will not accept payment for vendors. Payment of vendors is the responsibility of The Renter and any payments must be handled directly from The Renter to any and all vendors.
17. The Renter shall be responsible for good order being kept at WaterVue during The Rental Period. The WaterVue Representative reserves the right to end The Rental Period at any time due to good order not being kept. The WaterVue Representative may, at their discretion, charge The Renter for any extra expense it may incur for engaging police to preserve good order to, during or after any event at WaterVue.
18. The Renter shall leave WaterVue in a clean and orderly state at the end of The Rental Period by removing all garbage, flowers, foliage, candles, candleholders, decorations, bottles, etc. The WaterVue Representative may, at their discretion, charge The Renter for any excessive cleaning required at WaterVue.

CHILDREN

19. The Renter is responsible for informing guests with young children to take appropriate precautions and the WaterVue Representative is not responsible for the safety of children on site

Additional note: During summer months (peak season), traffic is very heavy in locations at and near the beach. Please keep this in mind when making transportation arrangements for you and your guests. Please advise your guests to allow ample time for driving to and from the event.

FURNITURE

(___Init.)

20. All tables, chairs and furniture inside the building of WaterVue are not for outside use, with the exception of the bistro tables and chairs.
21. The Renter is responsible for informing The WaterVue Representative 7 (seven) days prior to The Rental Period, the exact number of chairs and tables (of any and all sorts available at WaterVue) they will be needing for The Rental Period.
22. If The Renter chooses NOT to use any of the available tables and/or chairs from WaterVue, a moving fee/storage fee of \$500. will be incurred.
23. Tables will be in "default layout" as per the default floor plan. If The Renter chooses a different floor plan, The Renter may move any furnishing (tables, chairs, etc.) - without damaging or scraping floors - but The Renter must return all furnishings to the original "default layout" prior to end of their Rental Period.

RULES

24. The Maximum number of guests allowed at WaterVue at any time is 300 persons. All persons, including children over the age of one, are to be included in the head count.
25. All cars are parked at the owner's risk. The WaterVue Representative accepts no responsibility for cars parked at WaterVue or its surrounding area.
26. No confetti or glitter of any type is permitted at WaterVue. Helium balloons and Chinese Fire Lanterns are permitted at WaterVue but only outside of the building.
27. No tape is permitted to be used on the floor of WaterVue.
28. No wires may be run along the floor of WaterVue. If extra wires/cords are necessary, they must be placed in the ceiling.
29. No naked flames may be used at WaterVue. Only votive, floating, or battery operated candles are permitted.
30. Animals are permitted at WaterVue when prior arrangements have been made with and permission has been granted by The WaterVue Representative. A designated animal handler must be assigned to the animal(s) for the entire duration of their stay at WaterVue.
31. There is strictly no smoking allowed inside any of the rooms comprising of WaterVue.
32. The Renter is responsible for informing vendors and guests of these Rules.

TERMS & CONDITIONS

33. The WaterVue Representative shall not be responsible for any loss or damage to any property arising out of the hiring nor for the loss, damage or injury which may be incurred by or be done or happen to any person or persons using WaterVue during The Rental Period arising from any cause whatsoever, or for any loss due to the breakdown of machinery failure, of supply of electricity, leakage of water, fire, Government restriction, or Act of God which may cause WaterVue to be temporarily closed or the hiring to be interrupted or cancelled.
34. Force Majeure. Neither WaterVue, LLC nor The Renter will be liable to the other for any loss, damage or default occasioned strike, civil disorder, governmental decree or regulation, acts of God (such as hurricane or other weather related circumstance) or any other force majeure (collectively, a "Force Majeure Event"). All parties agree that upon conclusion of a Force Majeure Event, each party will use commercially reasonable means to recommence full performance of their obligations under this Agreement. WaterVue will work with The Renter to secure the next available date for the event.
35. Any notices to be given under this Agreement by either WaterVue or The Renter may be effected either by personal delivery, by email with return receipt, or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement.
36. This Rental Agreement contains the entire agreement between WaterVue and The Renter. No part of this Rental Agreement may be changed, modified, amended or supplemented except in a written document, signed by both parties which specifically states that the document is being signed for the purposes of modifying this Agreement. Both parties acknowledge and agree that the other party has not made any

representations, warranties or agreement of any kind, except as is expressly described in this Rental Agreement.

- 37. This Rental Agreement shall be interpreted in accordance with the laws of Florida. In interpreting this contract, all parties each hereby acknowledge that they have mutually agreed to the terms of this Rental Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contact should be interpreted against the drafter of the contact. Further, both parties agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.
- 38. Both parties agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney’s fees, including all actual costs incurred by the prevailing party.
- 39. Except as otherwise specifically provided for in this Agreement, in the event one of the parties is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within five (5) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.
- 40. It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between the parties; that each party is acting as independent contractors with respect to one other; and that none of the employees of either of the parties will be deemed to be employees of the other for any purpose.
- 41. Either party shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:
 - A breach or default of a provision of this Agreement which is not cured within the period set forth in this Agreement;
 - The death or incapacity of either of us during the Term
- 42. This list is not exhaustive and may change at any time without notice.

PAYMENT METHODS

We accept non-refundable deposits cash, check, or Venmo payment. Credit and Debit Cards incur a 3.5% processing fee.

SIGNATURE

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to WaterVue, LLC.

WATERVUE AT BROOKS STREET
ATTN: TIFFANY MERRELL
203 BROOKS STREET SE
FORT WALTON BEACH, FL 32548

Accepted and agreed to on _____
MONTH, DAY, YEAR

By: _____
NAME IN BLOCK LETTERS (RENTER)

SIGNATURE (RENTER)



THE RENTER'S RELEASE AND HOLD HARMLESS AGREEMENT

I, _____ ("The Renter"), hereby state that The Renter has agreed to license/rent WaterVue, LLC and applicable equipment (collectively, the "Facility") owned by Fishlipz Holdings, LLC, a Florida limited liability company ("FISHLIPZ"), and leased to WaterVue, LLC, a Florida limited liability company ("WATERVUE") and commonly known as 203 Brooks Street SE, Fort Walton Beach, Florida 32548.

It is the understanding of FISHLIPZ and WATERVUE that The Renter shall use the Facilities in connection with a special event to be held on _____ (date of the "Event"). The Renter is aware of the maximum capacity of the Facility, and it agrees that it shall be fully and wholly responsible for ensuring that the number of its invitees do not exceed the maximum capacity of the Facility. (____ Init.)

The Renter hereby releases, discharges and covenants not to sue FISHLIPZ and/or WATERVUE, together with their employees, agents, managers, officers, directors, owners, licensees, assignees, successors and volunteers (collectively referred to as the "Released Parties") from any and all liability, claims, demands, losses or damages arising out of, or related in any manner to, The Renter's use of the Facility or any related activity. This release shall apply irrespective of the nature or severity of any alleged claim, and shall further apply irrespective of the negligence (whether by action or non-action) of any Released Party or any guest, trespasser, tenant, The Renter or any other person located on or utilizing the Facilities. The Renter further agrees that if, despite its execution of this Release and Hold Harmless Agreement, The Renter, or anyone on its behalf, makes a claim against any of the Released Parties, The Renter will indemnify, save and hold harmless the Released Parties from any loss, liability, damage or cost which may arise from or be related in any manner to, such claim. (____ Init.)

At the Event, The Renter may serve alcoholic beverages to its invitees. The Renter is fully aware that the serving of alcoholic beverages to a minor is a crime. Further, The Renter agrees to personally ensure that no underage person shall be served alcoholic beverages at the Facility, and The Renter shall not rely whatsoever on FISHLIPZ and/or WATERVUE in this regard. (____ Init.)

The Renter agrees to accept full and sole responsibility for the actions of itself and its invitees, including the actions of any invitee that may be under the influence of alcohol. Neither FISHLIPZ nor WATERVUE shall be responsible to monitor The Renter or its invitees with regards to their behavior. Neither FISHLIPZ nor WATERVUE accepts any responsibility whatsoever for the actions of The Renter or any of invitees, including, but not limited to, assault, battery, littering, violation of local noise ordinances, criminal behavior, slips, falls, or any other act, whether or not such acts could reasonably be anticipated, are intentional or unintentional, or whether or not such acts result in injury or damage to any person or property. (____ Init.)

The Renter acknowledges that FISHLIPZ and/or WATERVUE reserve the right to refuse access to the Facility or remove any person(s) from the Facility for any reason that could jeopardize the safety of any person or result in damage to FISHLIPZ and/or WATERVUE's property; provided, however, that this clause shall in no way impose or imply any duty on FISHLIPZ and/or WATERVUE to monitor or police the actions of The Renter or its invitees. (____ Init.)

The Renter has read this Release and Hold Harmless Agreement, and understands that it has given up substantial rights by signing it. The Renter further understand that it has the right to have this agreement reviewed by its own attorney, and it specifically waives any right to have the document construed in its favor because it is not the drafting party or it does not elect to retain independent counsel. The Renter has signed this agreement freely and without any inducement or assurance of any nature. The Renter understands that this agreement is intended and shall be interpreted as a complete and unconditional release of all liability to the greatest extent allowed by law, and The Renter agrees that if any portion of this agreement is held to be invalid, the balance of the agreement shall continue to be in full force and effect. (____ Init.)

This Release shall be in addition to other written agreements between FISHLIPZ, WATERVUE and/or The Renter with regards to the Event, and to the maximum extent possible, such written agreement shall be construed consistently herewith; provided, however, that the terms of this Release shall govern in all respects in the event of any inconsistency between this Release and any other written agreement. (____ Init.)

Today's Date: _____

Printed name of The Renter: _____

Signature of The Renter: _____