

# *The Wedding Barn & Event Center, Inc.*

Agreement of Terms

## DEFINITIONS

- “Agreement”** means this Agreement of Terms.
- “Event”** is the wedding, event, meeting, banquet, reception, etc, to be conducted at the *Venue*.
- “Caterer”** is the person or business providing food and beverage.
- “Owner”** is the The Wedding Barn & Event Center, Inc.
- “Renter”** is the person, corporation, entity, organization, or association contracting with the *Owner* for the *Event*, sometimes referred to as “you.”
- “Reservation Fee”** means that fee identified on the last page of this Agreement, which amount does not include additional fees described in this Agreement.
- “Venue”** is that certain event space owned by *Owner* and rented to *Renter* pursuant to this Agreement.

## PAYMENT POLICY

*Owner* will accept a local check, cash, or credit card.

**\* Credit card payments add a 4% processing fee.**

**\*\*Any returned checks or insufficient funds returns on credit/debit card transactions will be charged a \$30 insufficient fund fee.**

The final payment is due thirty (30) days prior to the *Event*. *Owner* reserves the right to refuse the facility and/or to terminate any scheduled *Event* if the balance is not paid thirty (30) days prior to the *Event*.

**NOTE:** Exceptions are made for some *Renter*'s when contracts are secured in advance.

## RENTAL OF SPACE

Rental time begins when the *Renter* requires access to the room and ends once the *Renter*, all guests, and all items have vacated the property. The rental period begins at 8:00 AM and ends at midnight on the day of reservation. If the *Renter* needs access to the *Event* center before or after said time period, unless prior agreements in writing are approved by the *Owner*, the *Renter* will be charged a pro-rated \$250.00 per hour fee. The ending time for any *Event* may not exceed 12 midnight, except on special occasions, i.e. New Year's Eve and special arrangements have been approved by *Owner*.

**Accessing the facility earlier or staying later than the contract time will result in an additional charge of \$250.00 per hour.**

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## **PARKING**

The *Venue's* allotted parking is at no charge to the *Renter* and their guests. The *Owner* is not responsible for theft, damage or any valuables left in vehicles on the premises.

**\*No vehicles may be left overnight on the premises.**

## **SETUP/DÉCOR**

We only allow Scotch Brand Wall Mounting Tabs to be placed on the walls to hang posters, etc. If other products are used and cause damage to the wall the *Renter* agrees to pay to have the walls repaired.

**Absolutely no nails, screws, tacks, duct tape or any other kind of adhesives or devices are allowed on the walls, wooden columns or staircase banisters.**

**\* Damage fees are \$25 for each hole in the wall, wooden column or staircase banister.**

No items are allowed to be hung or attached to the ceiling of the entry hall beams. No doors are to be removed from the frame or hinges.

Only dripless candles may be used, NO open flame candles are allowed.

**No, I repeat, NO Animals** are allowed on the premises, droppings of any kind will result in a fine and charges will incur for cleanup and disposal.

Any "out of the ordinary" wedding day activities must receive clearance in writing in advance from the *Owner*.

## **BAR**

You may provide alcoholic beverages to your guests but under no circumstances are you allowed to sell said beverages in exchange for monetary value or services. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or do not have proof of being of the legal age. If you intend to serve alcoholic beverages, the *Renter* is required to carry separate *Event* policy insurance. If the *Owner* finds that alcohol is being used, served or consumed the *Renter* MUST put a stop to the alcoholic consumption immediately or the *Owner* representative has the right to suspend the *Event* and all persons must leave the property immediately.

**\* If alcohol is consumed, used or served on the premises without event policy insurance in place, an immediate charge to the credit card on file will be \$1,000.00. Anyone (guest, wedding party, etc.) found to be drinking from their car, in the parking lot or from a flask, without an alcohol event policy in place, will be immediately asked to leave and the \$1000 fine will be charged to the card on file. You are responsible for your wedding party and all guests!!!**

**\*\* An *Owner* representative has the right during an *Event* to suspend the serving of alcoholic beverages should it appear to cause a disturbance or hazard.**

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## **FURNISHINGS**

Furnishings belonging to the *Owner* are not to be removed from the *Venue* for any reason.

## **PUBLIC SAFETY**

*Renter* is prohibited from placing any items in corridors or blocking emergency exits. **\*If, in the judgment of a representative of the *Owner*, an *Event* becomes disruptive for whatever reason (i.e., excessive noise, risk of property or to safety) and, the *Renter* has not put a stop to the disruption after being asked to do so, the representative has the right to suspend the *Event* and all persons must leave the property immediately.**

## **TOBACCO PRODUCTS**

Smoking or the use of any tobacco products is strictly prohibited anywhere within the *Venue* facility. Smoking is only allowed in the designated area and is not allowed anywhere else on the property (including the fields, grassy areas and parking lot). All cigarette butts must be properly disposed.

**\*Arkansas law prohibits smoking inside the barn.**

## **ENTERTAINMENT**

All entertainment must be approved prior to the *Event* and approval is at the discretion of the *Owner*. Entertainment includes, but is not limited to bands and disc jockeys. Music and noise must to be brought to a moderate level by 10 p.m. Though it may seem that the *Venue* is isolated, it is surrounded by residential areas. Also it is necessary to keep the sound, especially bass, at a sensible level because it carries so well. *Renter* shall provide the name and contact information of the DJ or band and sound technician (if there is one) you selected for your *Event*. Please provide this information at your earliest convenience or at least two weeks prior to your *Event*.

## **TAX**

All charges are subject to any Federal Sales Tax, Arkansas State Sales Tax, and White County Sales Tax.

## **FACILITY TOURS**

Included in the contract price each *Renter* shall be allowed to have 2 free facility tours/inspections per *Event*. Any additional scheduled tours will be \$50 per visit.

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## **CLEANUP**

Everything brought onto the property, including trash, debris, and empty bottles, must be removed by the end of the rental period. In the event that any trash, debris, empty bottles or bottle caps, cans or can tabs, cigarette butts, confetti, pools of liquid, etc. is left on site, a minimum of \$250.00 will be deducted from the security deposit. An area for trash is provided on the kitchen side of the wedding barn, but all trash **MUST** be in trash bags. The premises must be vacated by 12 a.m. the day of the *Event* or a \$250.00 per hour fee will be charged to the card on file for each hour or part thereof for clean-up continuing after midnight. This includes all of the *Renter's* items, decorations, vendor's items, and all trash both inside and outside the *Venue*. Any modification of this provision must be requested in writing or by email and confirmed in writing or email.

**\* If *Renter* so chooses, the *Owner* can provide cleaning services for an additional fee.**

## **HEATING & COOLING**

Though *Venue* is heated and cooled, during periods of extreme temperature (less than 32°F or greater than 90°F) it can sometimes be difficult to maintain the desired temperature in the Barn. Since the Barn is a huge open space with multiple doors, it is important to have realistic expectations about heating and cooling the barn. During the set up period of any event many vendors/family members, etc. will be unloading items and bringing them into the Barn. Just like in your home, when the doors are opened frequently or left ajar for extended periods, the heating or cooling becomes less effective in that space. To help alleviate this possible problem, it is advisable to use just one or two doors (of the multiple outside doors) for entry into the Barn and to close them as soon as practical afterwards.

## **FACILITY CARE**

Only real flower petals may be thrown in **Outside Areas Only**. No items, i.e. rice, birdseed, confetti, glitter, rose petals, cigarette butts or sparklers may be left/found outside the barn premises after the *Renter's* departure.

**\* \$250.00 per hour clean-up fee may be charged for each hour or part thereof for cleanup.**

**[This section is intentionally left blank]**

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## **DEPOSITS, REFUNDS AND CANCELLATIONS**

1. Reservations will be considered binding and completely **non-refundable** upon execution of this Agreement, provided, however, that *Owner* shall not be obligated to reserve the date until receipt of *Renter's* \$500 non-refundable down payment.
2. In the event that any trash, flower petals, debris, empty bottles or bottle caps, cans or can tabs, cigarette butts, confetti, pools of liquid, etc. is left on site, a minimum of \$250.00 will be charged to the card left on file for the *Event*.
3. ALL PAYMENTS AND RESERVATIONS ARE FINAL. *Renter* shall be liable for the entire Reservation Fee if *Renter* cancels the *Event*. ***Any modification of this rental agreement must be put in writing and signed by both the Renter and the Owner.***

## **CANCELLATION OF EVENT BY OWNER**

*Owner* has the right to cancel *Event* up to the reserved date. The *Owner* shall not be liable for damages due to cancellation, delay or failure to perform any obligation under this agreement if such delay or failure results directly from circumstances beyond its control. Such circumstances shall include, without limitation, acts of God, acts of civil war, civil commotion, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accidents, fires, water damages, floods, earthquakes, or other natural catastrophes, or any causes determined by the *Owner* (in the exercise of fair discretion) to be beyond the reasonable control the *Owner*.

**\*The *Owner* is not responsible for any problems, delays, or cancellations due to weather, storm, road conditions, or other acts of God, provided, however, that *Owner* will make reasonable efforts to reschedule an *Event*, based on availability.**

## **INDEMNIFICATION & LIABILITY INSURANCE**

*Renter* agrees to be responsible for and to immediately pay all costs, expenses, or damages that might occur to the *Owner* during the course of the *Event*. *Renter* agrees to indemnify and hold harmless the *Owner* and the *Owner's* agents and employees from and against any and all loss or liability of any nature, including legal fees, that said parties may incur as a result of *Renter's* use of the *Venue* and/or any and all activities or injuries that might occur within the *Venue* or that are otherwise attributable to *Renter's* use of the *Venue*.

*Renter* acknowledges and agrees that this indemnification obligation complies with the requirement, known as the express negligence rule, to expressly state in a conspicuous manner to afford fair and adequate notice that this agreement has provisions requiring one party to be responsible for the negligence, strict liability or other fault of the other' party and its group. *Renter* agrees that the indemnity and

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insurance obligations contained in this Agreement are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa. **Renter** expressly acknowledges that the indemnity obligations set forth in this Agreement shall survive the termination of the Agreement.

## **OWNER**

Means the following entities and Persons individually and collectively: **Owner** and its affiliates; **Owner's** contractors and subcontractors of any tier and each of their respective affiliates; and the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, employees, and invitees of all of the foregoing.

## **CATERING**

Food and Drink may be provided by a **Caterer** approved and registered with the **Owner**. All **Caterer's** MUST register with the **Owner** and sign an Indemnity and Hold Harmless Agreement and if licensed provide a current copy of license. **Caterers** are responsible for preparations and clean up to the specifications of Arkansas State Law regarding food preparations, storage and handling. The **Owner** is not responsible for personal property and equipment brought onto the property by the **Caterer** and/or his/her agents, employees or guests.

**[This section is intentionally left blank]**

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## **RENTER**

**Renter** means the following entities and persons individually and collectively: **Renter**; **Renter's** Affiliates; **Renter's** Other Contractors; **Renter's** co-venturers, co-owners, partners, joint venturers, co-renters, co-working interest owners, farmers, and farmees, and their respective Affiliates; and the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, business invitees, guest, and employees of all of the foregoing.

The **Owner** is not responsible for personal property and equipment brought onto the property by the **Renter** and/or his/her agents, employees or guests.

**The Renter agrees to the terms and conditions set forth in this agreement.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Wedding Reservation Date: \_\_\_\_\_

Reservation Fee: \_\_\_\_\_

Venue Reserved: \_\_\_\_\_

Bride Name: \_\_\_\_\_

Groom Name: \_\_\_\_\_

Owner's  
Signature: \_\_\_\_\_

TINA REAPER