

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

## *Agreement of Terms*

### DEFINITIONS

*"Event"* is the wedding, event, meeting, banquet, reception, etc.

*"Center"* is the person or business d/b/a The Wedding Barn & Event Center.

*"Caterer"* is the person or business providing food and beverage.

*"Renter"* is the person, corporation, entity, organization, or association contracting with the *Center* for the *Event*.

### PAYMENT POLICY

The *Center* 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*. The *Center* reserves the right to refuse the facility and/or to terminate any scheduled *Event* if the payment schedule outlined above is not followed.

**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 *Center*, the *Renter* will be charged a pro-rated \$150.00 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 *Event* Staff.

**Accessing the facility earlier or staying later than the contract time will result in an additional charge of \$150.00 per hour.**

### PARKING

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

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

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## SETUP/DÉCOR \_\_\_\_\_ (Initial)

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 or the entry hall beams. No doors are to be removed from the frame or hinges.

Only dripless candles or candles in approved containers may be used with approval from the *Center's* Coordinator. Open flame candles are not allowed UNLESS the floor immediately under the candles are covered in plastic or the candles are in a votive that totally encases the candle and flame.

No bubble or smoke/fog machines are allowed to be on the premises.

Animals are not allowed on the premises, except by special arrangement.

Any "out of the ordinary" wedding day activities (i.e., dogs participating in the ceremony, helicopters coming in, fireworks etc.) must receive clearance in writing in advance from the *Center*.

## 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 *Center* finds that alcohol is being used, served or consumed the *Renter* MUST put a stop to the alcoholic consumption immediately or the *Center* 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, the entire security deposit will be forfeited.**

**\*\* A Center representative has the right during an Event to suspend the serving of alcoholic beverages should it appear to cause a disturbance or endanger property.**

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## FURNISHINGS

Furnishings belonging to the *Center* are not to be removed from the *Center's* facility 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 Center, 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 *Center's* 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 *Center*. Entertainment includes, but is not limited to bands and disc jockeys. Amplified music outside of the building is prohibited. Music and noise needs to be brought to a moderate level by 10 p.m. Though it may seem that the *Center* 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. Kindly 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.

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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 \$150 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 following day of the *Event* or a \$150 per hour fee will be taken out of the security deposit 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 *Center*. Any modification of this provision must be requested in writing or by email and confirmed in writing or email.

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

## **HEATING & COOLING**

Though The Wedding Barn & Event Center 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 7 outside doors) for entry into the Barn and to close them as soon as practical afterwards.

## **FACILITY CARE**

Birdseed and flower petals exclusively 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.

**\* \$150 per hour clean-up fee may be charged and will be taken out of the security deposit for each hour or part thereof for clean up.**

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

## **DEPOSITS, REFUNDS AND CANCELLATIONS**

1. Reservations will be considered binding only upon receipt of a \$500 check as security deposit, together with this signed contract.
2. The security deposit will be refunded to the person or entity who makes the deposit unless instructed in writing otherwise, no later than thirty days after the Event, less late vacate fee, damage, cleanup, and late payment charges, if any.
3. 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 \$150 will be deducted from the security deposit.
4. Cancellation:
  - In the event of a cancellation, the \$500 security deposit is non-refundable at all times.
  - In order to provide the *Center* ample time to re-book the date, our cancellation policy stands as the following:
    - If the *Event* is cancelled more than 6 months prior to the reservation date, any and all payments made, excluding the deposit, will be refunded.
    - If the *Event* is cancelled **6 months** prior to the reservation date, the charge will be **25%** of the rental fee.
    - If the *Event* is cancelled **5 months** prior to the reservation date, the charge will be **50%** of the rental fee.
    - If the *Event* is cancelled **4 months** prior to the reservation date, the charge will be **75%** of the rental fee.
    - If the *Event* is cancelled **3 months** prior to the reservation date, the charge will be **100%** of the rental fee.
  - Cancellation must be received, and confirmed by the *Center*, in writing or email to: [ttmany3@yahoo.com](mailto:ttmany3@yahoo.com).

***Any modification of this rental agreement must be put in writing and signed by both the Renter and the Center.***

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## **CANCELLATION OF EVENT BY THE CENTER**

The *Center* has the right to cancel an *Event* up to the reserved date. The *Center* shall be liable for damages due to 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 *Center* (in the exercise of fair discretion) to be beyond the reasonable control the *Center*.

**\* The Center is not responsible for any problems, delays, or cancellations due to weather, storm, road conditions, or other acts of God. The Center will make every effort to reschedule an Event, based on availability.**

## **INDEMNIFICATION & LIABILITY INSURANCE**

The *Renter* shall indemnify and hold the *Center* harmless from and against, liabilities, claims, suits, damages, costs or expenses of any kind whatsoever for any injuries, death, or illness suffered by any members of *Renter's* and any damage to or loss of any equipment, materials, or other property of any member of *Renter's* which may be brought or made against them of which the *Center* must pay and incur by reason of or in any manner resulting from the *Renter's* or the *Renter's* vendors or guests' negligent performance of or failure to perform any of his/her obligations under the terms this agreement.

## **LIABILITY AND INDEMNITY**

The Parties acknowledge and agree that this Article 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. The Parties agree that the indemnity and 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. The Parties expressly acknowledge that the indemnity obligations set forth in this agreement shall survive the termination of the agreement.

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

## **CENTER**

Means the following entities and Persons individually and collectively: *Center* and its Affiliates; *Center'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 *Center*. All *Caterer's* MUST register with the *Center* and sign an Indemnity and Hold Harmless Agreement and if licensed provide a current copy of license. *Caterer's* are responsible for preparations and clean up to the specifications of Arkansas State Law regarding food preparations, storage and handling. The *Center* is not responsible for personal property and equipment brought onto the property by the *Caterer* and/or his/her agents, employees or guests.

## **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 *Center* 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.**

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Print Name

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Signature

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Date