

# *Barn on Grandview Llc*

## RENTAL AGREEMENT

This contract defines the terms and conditions under which Barn on Grandview LLC, (hereinafter referred to as Grandview), and \_\_\_\_\_, (hereafter referred to as the Customer), agree to the Customer's use of the Grandview's facilities on \_\_\_\_\_. This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Grandview and the Customer.

### **I. Customer & Event Information**

Customer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone #: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Proposed Event: \_\_\_\_\_ Approximate Number of Guests: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

The venue described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or subcontractors resulting from your use of the venue.

### **II. Rental Deposit & Payment Agreement**

The total cost for use of the facilities described in this contract is listed below. To reserve services on the date/s requested, Grandview requires this contract be signed by Customer and an initial non-refundable deposit of \$500.00. A payment of fifty percent (50%) of the balance is due six

months prior to the event date. Payment of the remaining balance of the rental fee is due ninety (90) days in advance of the event. A \$500.00 refundable security deposit is due ninety (90) days in advance of the event, and will be returnable to Customer up to two weeks after the event has been held once the property has been inspected for any potential damage from the event or wedding. Deposits and payments will be made by cash or personal check (made payable to Barn on Grandview LLC) on the schedule noted below. A receipt from Grandview will be provided for each.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Initial Rental Deposit	_____	_____
Second Rental Payment	_____	_____
Remaining Balance	_____	_____
Security Deposit	_____	_____

All checks should be made payable to:

**Barn on Grandview LLC**

Please return signed rental agreement, all attachments and initial deposit to:

**442 Grandview Dr.**

**Altoona, 35952**

**Reservations** are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.

**III. Date Changes and Cancellation Policy**

- I. Date Changes: At the election of Grandview Non-Refundable Payments may be transferable up to two (2) times, based on availability. Customer’s new date must be selected before the day of cancellation/reschedule. Please be advised that new pricing, terms and conditions for the new event date may apply at the time of cancellation and rescheduling. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that Grandview is not responsible for these compromises in quality.
- II. Cancellation: In the event Customer cancels the event, Customer shall notify Grandview immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
  - In the event Customer cancels the event more than six (6) months prior to the event, Customer shall forfeit to Grandview the nonrefundable deposit as liquidated damages.
  - In the event Customer cancels the event less than six (6) months but more than ninety (90) days prior to the event, Customer shall forfeit to Grandview as liquidated damages fifty percent (50%) of the rental fee.

- In the event Customer cancels the event less than ninety (90) days prior to the event, Customer shall forfeit to Grandview as liquidated damages the entire rental fee.

#### **IV. Conditions of Use**

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property, or placed in a dumpster provided on site.

#### **V. Event Set-Up Limitations**

1. All property belonging to Customer, Customer's invitees, guests, agents and subcontractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and subcontractors.
2. Rental items must be scheduled for pick-up no later than \_\_\_\_\_
3. Alcohol service must stop no later than 10:00 PM (or maximum of 5-hours if occurring sooner).
4. Music must stop no later than 10:00 PM
5. All guests must be off the premises no later than 11:00 PM (except the clean-up crew, with all clean-up to be done by midnight on the night of the event).

#### **VI. Site Vendors**

Grandview has a list of vendors that are familiar with Grandview's venue, rules and regulations. They offer a variety of menus, various serving accommodations and price ranges.

1. If Customer requests a different food service company, they must be pre-approved by Grandview and meet their rules and regulations.
2. Your vendor company is responsible for the set-up, break-down and clean-up of their services. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated areas at the conclusion of the event.
4. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

All policies that apply to vendors also apply to friends or members of the family that may be providing decorations or other services such as floral, linens, cake, DJ services, and the like.

Customer must provide a list of vendors and their contact information prior to the Event Date.

**VII. Wedding Rehearsal**

Rehearsals may be held on-site. The date and time is to be coordinated with and approved by Grandview.

**VIII. Responsibility & Security**

Grandview does not accept any responsibility for damage to or loss of any articles or property left at Grandview prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to Grandview's premises by the Customer(s), her guests, invitees, employees or other agents under the Customer(s) control. Further, Grandview shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Grandview for any such loss, damage, or injury of claims and demands against Grandview for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Grandview free and harmless from all liability of any such loss, damage or injury to to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees. Except for the warranties expressly set forth in this agreement, neither party makes any warranties, and each party hereby disclaims all other warranties, oral or written, whether express, implied, statutory or otherwise, relating to this agreement, including, without limitation, the implied warranties of merchantability and fitness for any particular purpose, and all warranties arising from course of performance, course of dealing or usage in trade.

**IX. Force Majeure**

The performance of this agreement by Grandview is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Grandview. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to Grandview will be returned to Customer within thirty (30) days or Grandview will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

**X. Indemnity**

Customer agrees to indemnify and hold harmless Grandview, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and subcontractors.

**XI. Severability**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**XII. Insurance**

Customer shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the Customer, his guests, agents, representatives, employees, or subcontractors. Customer is required to provide a Certificate of Liability Insurance naming Barn on Grandview LLC as additional insured and containing a minimum limit of \$1,000,000 per occurrence, at least ten (10) days prior to Event Date. Grandview shall carry liability and other insurance in such dollar amount as deemed necessary by Grandview to protect itself against any claims arising from any officially scheduled activities during the event/program period(s).

**XIII. Clean-Up**

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and subcontractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Grandview at Customer's cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Grandview is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and subcontractors.

The Customer is responsible for any and all damages to Grandview and the surrounding site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

**XIV. Reservation of Rights**

Grandview reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Grandview as set-forth in this Agreement are in addition to any rights or remedies which may be available to Grandview at law or equity.

**XV. Jurisdiction**

The Parties agree that this Agreement will be governed by the laws of the State of Alabama. Jurisdiction and venue in the enforcement or interpretation of this Agreement shall be appropriate

in any court of competent jurisdiction in the State of Alabama, or in the United States District Court for any District in Alabama, if jurisdiction exists, and the undersigned expressly consents thereto. Customer agrees to pay reasonable attorney's fees incurred by Grandview associated with any breach of this Agreement.

**XVI. Alcoholic Beverages**

It is understood and agreed that the Customer may serve beverages containing alcohol (including, but not limited to, beer, wine, and champagne), upon the following terms and conditions:

1. Under NO circumstances shall Customer(s) sell or attempt to sell any Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. Liquor will not be permitted at any time.
4. Customer hereby agrees to use their best efforts to insure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
5. Customer hereby expressly grants to Grandview, at Grandview's sole discretion and option, to instruct staff to remove any person(s) from the Venue, if in the opinion of the Grandview representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
6. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

**XVII. Amenities**

A limited number of tables and chairs are provided as part of this Agreement, unless noted otherwise. Linens will not be provided.

**XVIII. Reservation Process**

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of the Venue.

**XIX. Rules & Conditions for Usage**

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

**XX. Signatures**

**Customer:** \_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

**Customer:** \_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

**Barn on Grandview LLC:** \_\_\_\_\_  
By  
\_\_\_\_\_  
Its  
\_\_\_\_\_  
Date

## **RULES & CONDITIONS FOR USAGE**

**OPEN FLAME PROHIBITED:** The use of any type of open flame is prohibited in all buildings and throughout the premises. This includes but is not limited to candles, torches, fireworks, sparklers, etc. The new “flameless candles,” which are battery operated, are permitted for use.

**CHILDREN:** Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand these Rules & Conditions. Children are not permitted near the lake.

**LANDSCAPING:** We would greatly appreciate it if persons do not disturb plants, rocks, trees or other landscaping. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds.

**CONTACT PERSON:** You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

**COURTESY PROTOCOL:** Grandview reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

**DECORATIONS: ALL DECORATIONS MUST BE APPROVED BY GRANDVIEW.** Only push-pins and drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by Grandview. Decorations may NOT be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer(s) and Grandview.

- Note – The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decorations must be freestanding. Nails and staples are not permitted at any location.
- Note – Flower petals, birdseed, balloons, and bubbles are permitted outside for wedding and reception farewells. Rice, confetti, glitter, fog machines, pyrotechnics, and sparklers are not permitted inside or outside the facilities at any time.

**EVENT ENDING TIME:** All events must end by 10:00 PM to allow for clean-up and closure of the site by 12:00 AM, midnight.



**GARBAGE DISPOSAL:** Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Grandview dumpsters.

**GARDENS:** Our gardens have been designed to be enjoyed by all. It is the responsibility of the parent to keep their children out of the gardens and landscaped areas.

**GUESTS:** Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

**MUSIC AND ENTERTAINMENT:** Due to the proximity of Grandview to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Grandview event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Grandview also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

**PARKING:** Parking is available at the designated areas. Parking is not permitted on the main road or any access drive to the Venue building.

**PHOTOGRAPHY:** We reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

**KITCHEN:** The catering service areas in the Venue is not intended to be used as a kitchen for meal preparation.

**RENTAL SPACE CHANGES:** Grandview will provide initial set up of its tables and chairs according to predetermined specifications. Any contents or furniture movement must be pre-approved by Grandview. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Grandview planning staff.

**SIGNAGE:** You may post your group's sign or hang balloons at the front entrance, but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

**SMOKING:** Barn on Grandview is a non-smoking facility. Smoking permitted only in the designated parking area.

SECURITY: A security guard/s is recommended for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions). This service is not included as part of the venue rental.

SPEED LIMIT: The speed limit at Grandview is 5 mph and is strictly enforced for the safety of your guests. The many natural settings around the premises were maintained and developed for the enjoyment of all events. Customers, guests, and vendors shall keep all vehicles off the grass and landscaping.

TABLES AND CHAIRS: Grandview is providing tables and chairs as part of our rental package, unless noted otherwise. Each venue will be provided only the maximum number of chairs based on the approved occupancies.

WEATHER: Should there be inclement weather on your reserved day, we will work with Customer to approve your last-minute rental of tents, canopies or heaters, provided they are set-up at an acceptable location.

#### WEDDING POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at the Grandview. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, vendors, guests, etc., that they must also conform to this set of guidelines.

SPECIAL STIPULATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_