



215 Justice Ridge Road
Candler, NC 28715
(828) 667-0666
info@thefarmevents.com

EVENT CENTER WEDDING RENTAL AGREEMENT

This agreement is entered into as of [redacted], 20 [redacted] between [redacted] ("Client") of [redacted] and Orion Management, LLC (hereafter referred to as "The Farm") at 215 Justice Ridge Road, Candler, NC. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Agreement ("Rental Agreement").

The Farm is available for a wide variety of social or business functions. Our policies assure proper maintenance so that all Clients will be able to use and enjoy the property. We require strict adherence to these terms and conditions.

1. DATES/TIMES OF PERMITTED USE

The Farm, hereby grants Client a license to use The Farm Event Center ("Event Center") for the [redacted] Wedding ("Event") to be held on [redacted], 20 [redacted]. Access to the Event Center will commence at [redacted] on the date of the Event and will end at [redacted] ("Access Period"). Set-up and tear-down must occur during this defined period. If tear-down and removal of non-Farm equipment is not completed by the end of the Access Period, the Client will be responsible for additional rental time (see Miscellaneous Fee section of Wedding Package Pricing document for details).

Access for Client, Client's vendors and Client's guests is only allowed during the Access Period. Any other gatherings on The Farm Property (including The Farm Cabins and Cottages) is not allowed without express permission from The Farm.

2. EVENT SIZE

Client estimates that the following number of guests will attend the Event:

Estimated Guest Count

- Up to 100 guests
101-200 guests
201-300 guests

NOTE: Client acknowledges that a tent is require if the Event will be for more than 200 guests.

Should the final guest count be above the contracted guest range, Client will be responsible to pay for the next pricing tier. The final count and Rental Fee true-up (if necessary) will occur at the 30-day meeting. No credit(s)/refunds will be issued if the final guest count is less than the initial contracted pricing tier.

3. RENTAL FEE

Per the Wedding Package Pricing document, the rental fee for this Event based on the date and Access Period (paragraph 1) and estimated number of guests (paragraph 2) is [redacted] "Rental Fee".

The Client agrees that they have received a copy of The Farm Wedding Package Pricing document and acknowledges that this document includes incidental fees that may be incurred for activities that occur outside of the terms of this Rental Agreement.

4. EVENT CENTER/THE FARM DÉCOR/EVENT STAFFING

The Event Center includes the Event Barn, gazebo (ceremony site), and lawns surrounding the Event Barn and parking areas, for the Access Period. Clients will also have the use of items on Décor Inventory List ("Farm Décor") including tables, chairs, bar service ware, display and outdoor furniture, décor items etc.

The Farm will provide a Venue Manager and adequate staff for parking attendants and set-up/tear-down for the Event. The Venue Manager will be onsite during the Access Period and will manage set-up/tear-down of décor items provided by The Farm based on the layout defined during the 30-Day-Meeting (see paragraph 7). Note: The Venue Manger and Farm staff will NOT assist Client with set-up/tear-down of non-Farm Décor. The Venue Manager will also be available to answer questions and address property maintenance issues.

5. CATERING BY THE FARM KITCHEN

Clients must use The Farm Kitchen to cater the Event.

- The Farm Chef will consult with Client to create a custom menu suited to the Client's tastes and budget.
The Farm Chef will provide an estimate of catering costs (including food and service costs) for the draft menu "Initial Catering Estimate".
Client will receive an invoice for catering estimate "Catering Deposit" based on the Initial Catering Estimate (see Exhibit B for details)

- d. Approximately 6 months before the Event, The Farm Chef will provide an opportunity for Client (up to four (4) persons) to taste five (5) items from the menu in the Initial Catering Estimate menu. Client is responsible to pay Catering Deposit before the tasting.
- e. After the tasting, the Client will finalize menu and service options and The Farm Chef will provide an updated catering estimate "Final Catering Estimate". Client will sign off on this estimate at the 30-day meeting. No changes can occur to the menu after this point (see Miscellaneous Fee section of Wedding Package Pricing document).
- f. Client will provide a final catering count fourteen (14) days before Event. Refer to Exhibit B for payment details.

Based on availability, The Farm Kitchen can also provide ancillary catering services the Rehearsal Dinner, Bridal Brunch etc. This will be handled under a separate agreement.

6. ALCOHOL POLICY

The Farm demands strict adherence to state laws regarding alcohol consumption at The Event Center. The Farm's Alcohol Policy will be posted throughout the Event Center. A copy of this policy is included as Exhibit C. If Client elects to offer alcohol during the Event, Client must understand and adhere to the following:

- a. Any and all liabilities arising from the consumption of alcoholic beverages on the premises are the responsibility of the Client. All North Carolina State Laws and Federal Laws must be adhered to at all times.
- b. Clients are responsible to obtain a Limited Special Occasion Permit for the Event when spirits/liquor is being served. Permits may be obtained at www.nabc.com. Client must provide a copy of this permit to The Farm.
- c. Service requirements are as follows:
 - i. All alcohol must be served only by the licensed bartender hired for the Event. Bartenders will be provided as part of The Farm catering services. The licensed bartender can NOT be a friend or relative of the wedding party.
 - ii. No alcohol can be served unless there is also food provided.
 - iii. Service will be closed at least 30 minutes before Client's tear down time begins.
 - iv. The Farm requires a minimum of one (1) bar staff person per 100 guests – no exceptions. Note: this is a minimum requirement, additional bar staff may be necessary to ensure adequate service levels.
- d. The Farm reserves the right to evict Clients and/or their guests from the property or to close the bar at any time during the Event. A list of specific behaviors that will result in expulsion or bar closure are included in Exhibit C.

7. EVENT COORDINATION

To ensure smooth implementation of the Event, The Farm *requires* that the Client hire either a Full Wedding Planner (from our approved list) *or* one of The Farm's own Wedding Coordinators. See the Wedding Coordination Services Agreement for rates and defined roles and responsibilities. The Wedding Coordination Services Agreement must be completed 30 days before the Event date. Payment (if applicable) will be due at that time.

8. 30-DAY MEETING

Client will participate in a planning meeting which will be held approximately 30 days before the Event ("30-Day Meeting") with Farm Staff. The Client's Full Wedding Planner or The Farm Wedding Coordinator should attend this meeting. The Event and Catering Timeline (Exhibit B of this Agreement) includes a list of documents that must be completed by the end of the 30-Day Meeting.

After the 30-Day Meeting, these documents/this information will be considered final plans. Client will incur additional fees (see Miscellaneous Fee section of Wedding Package Pricing document) for changes requested to these final plans.

9. SET-UP/TEAR-DOWN OF EVENT CENTER

- a. Client is responsible to tear-down the Event as defined in The Farm Event Center Usage Rules (Exhibit A). Client will be responsible for the Excessive Cleaning Fee if Client does not follow these rules.
- b. Client must remove all non-Farm Décor items from the Event Center during the Access Period; this includes items brought by Client's vendors and guests. If all items are not removed, Client will be responsible for Additional Event Time and Pick-up/Delivery Fees for each day these items remain on the property.

10. WEDDING REHEARSAL

Client may hold a one-hour daytime rehearsal (before 5:00 pm) to occur up to one (1) week prior to Event at no charge. In order to honor the exclusivity of other client events, the exact time for the wedding rehearsal time cannot be scheduled until 30-days prior to the Event. Availability is based solely at the discretion of The Farm.

Rehearsals can be scheduled after 5:00 pm and/or for more than one hour for an additional fee (see Wedding Event Pricing list). This amount will be due upon receipt of invoice.

11. PAYMENT SCHEDULE

Clients must adhere to the payment schedule outlined in the Event and Catering Timeline -- Exhibit B.:

12. CANCELLATION/RESCHEDULE POLICY

The Farm's cancellation and rescheduling policy is outlined in the Event Pricing List.

		Event Center Fee	Wedding Coordinator Fee (if applicable)	Catering Fee (if applicable)
Cancellation	More than 9 months prior to Event, Client qualifies for the following refunds:	50% of the Event Deposit Note: Client is ineligible for this refund if the Event has been rescheduled.	100% of Coordinator Fee	n/a
	Less than 9 months prior to Event, Client qualifies for the following refunds:	Event Rental Fee (deposit and/or final payment) is non-refundable	50% of Wedding Coordinator Fee (as long as 30 days before Event)	Catering Fee less \$200 for menu development (as long as 14 days before Event) Catering Fee non-refundable if less than 14 days before Event
Rescheduling	More than 9 months prior to Event, Client can apply the following to the new Event date:	50% of Event Deposit	100% of Coordinator Fee	n/a
	Less than 9 months prior to Event, Client can apply the following to the new Event date:	Event Rental Fee (deposit and/or final payment) cannot be applied to the future date.		Catering Fee (deposit and/or final payment) can be applied to the new event Date if more than 14 days before Event Catering Fee non-refundable if less than 14 days before Event

13. NATURAL DISASTER/SEVERE INCLEMENT WEATHER

In the event of severely inclement weather that renders The Farm to be unsuitable for the Event (as determined by the Farm), 80% (eighty percent) of the amount paid can be applied to a future Event date. If Client should elect not to re-book, no refund will be provided. The Farm encourages Clients to purchase event insurance to offset this risk.

14. LATE AND REJECTED PAYMENT FEES

- a. Late Payments: Client will be charged a late fee for overdue invoices (see the Miscellaneous Fees section of the Wedding Package Pricing document for details). If the Rental Fee is not paid in full at least ten (10) business days prior to the Event, The Farm reserves the right to cancel the Event without refund.
- b. Returned Check/Declined Credit Card: In the event that any check is returned by the financial institution, or a credit card is declined, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for the Rejected Payment Fee (see the Miscellaneous Fees section of the Wedding Package Pricing document for details).

15. PHOTOGRAPHS

- a. Photos taken by Photographers/Guests - The Farm encourages Client/Client vendors and Client guests to take photos during the Event. The Farm hopes that Client will share these pictures so they can be used for promotional purposes.
- b. Photos taken by Farm Staff - The Farm staff may take photographs at the Event and The Farm reserves the right to use these photos for promotional purposes. It is understood by Client, their guests and vendors that attendance at an Event at The Farm includes permission to use their images in such materials.

16. INDEMNIFICATION

Client shall indemnify, defend and hold harmless The Farm, its owner, its management company, and its owners, officers, and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.

This indemnity shall survive the termination of this Agreement. Client hereby releases The Farm from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client, Client's guests or vendors covered by any insurance then in force.

17. DAMAGES AND SECURITY DEPOSIT

Client is responsible for providing proof for one million dollar insurance coverage where The Farm must be named on the policy as the Certificate Holder. Client is responsible for any damages to The Farm Event Center and property that may have been caused by the Client and/or the Client's guests and vendors. Clients are required to adhere to the Event Center Usage Rules (Exhibit A) and are required to ensure their guests and vendors honor them as well. The Client is ultimately responsible for any damage incurred. The Client is within his/her rights to seek redress for damage charges caused by Client's guests and vendors. The Farm will not involve itself in these efforts.

Client is responsible for a Security Deposit based on the number of guests attending the Event. See the Wedding Package Pricing list for amounts and Exhibit B for payment details.

The Farm Venue Manager will use reasonable best efforts to report any damages or loss of property to the Client on the day of the Event, however, some things may not be noticed until after the Event ends. The Farm reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter.

If damage has occurred, The Farm will provide an itemized list to the Client and The Farm will charge the damage amount to the Client's credit card that was held on file for such purpose. Note, The Farm staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damage be extensive, Client will be responsible for replacement costs.

18. JURISDICTION

This Agreement falls under the jurisdiction of the state of North Carolina and is therefore subject to North Carolina's laws and regulations.

THE CLIENT CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS EVENT CENTER RENTAL AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AND IT IS APPENDICES AS WELL AS OTHER REFERENCED DOCUMENTS:

Client Signature

Name Printed

Date Signed

Farm Signature

BEVERLY GOTTFRIED
Owner

**Please Make Checks Payable to
Orion Management LLC**



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Event Center Rental Agreement - Exhibit A

The Farm Event Center Usage Rules

Following are usage rules that must be followed by Clients, Client's guests and vendors. Non-adherence to these rules will lead to fines and/or damages. Fees are quantified in the Miscellaneous Fee section of the Wedding Package Pricing document.

1. Moving Farm Décor

The Farm Décor will be positioned by The Farm staff members based on the final plan agreed to at the 30-Day Meeting. Should Client choose to make minor adjustments to Farm Décor after placement, Client must receive consent from **The Farm** Event Manager.

2. Event Center Walls

Tape is the preferred method to attach décor items to walls or fixtures in the Event Center. Tape must be removed completely along with the décor items during tear-down (The Farm Venue Manager can provide materials for tape removal). Use of Nails or screws in any wall, fixture or equipment is prohibited. Thumb tacks may be permitted in some areas with expressed approval of The Farm Event Manager.

3. Candles

- **Candles are NOT PERMITTED on The Farm's table linens.** Battery powered candles are provided as part of The Farm Décor. Evidence of real candles being used on The Farm's table linens will be considered property damage and Client will be responsible for replacement costs.
- Should Client choose to use candles, Client is responsible to contract with an outside vendor for table linens. Client is responsible for set-up/tear-down of rented linens. Real candles must be placed in glass containers to protect The Farm from damage.

4. Celebration Items

- The following Celebration Items are NOT permitted at The Farm: bird seed, rice, confetti, party string, Chinese sky lanterns, sparklers or fireworks. These items are a danger to The Farm, the farm animals, wildlife and other guests. If these items are used, Client will be charged an Illegal Celebration Item Fee (see Miscellaneous Fee section of Wedding Package Pricing document) for each illegal item.
- The following items may be used OUTDOORS ONLY: bubbles, lavender, real flower petals (or other similar organic materials). If any of these items are used inside the Event Center, Client will be charge an Excessive Cleaning Fee (see Miscellaneous Fee section of Wedding Package Pricing document).
- Balloons may be used in moderation and, to protect the farm animals, cannot be tied to any pasture fence. Balloons must be removed during the Access Period and any broken pieces must be placed in a trash receptacle. If balloons (inflated, deflated, or pieces) are left after the Access Period, Client will incur an Excessive Cleaning Fee (see Miscellaneous Fee section of Wedding Package Pricing document).

5. Rules for Client's Wedding Vendors (Client is responsible for communication of rules)

- **Florists:** Florists may bring their own containers or use containers from The Farm Décor Inventory. Client must notify Florist that every plant must have an underlying tray to prevent water marks on floors and/or furnishings. All floral equipment and residue (i.e. flower petals or leaves) must be removed from the Event Center (building and grounds) during the Access Period. Brooms or rakes are available from The Farm Venue Manger).
- **Music/Entertainment:** Clients and Client vendors must adhere to the following rules
 - Volumes must be kept at a reasonable volume at all times.
 - No music is allowed outside after 7:00 pm.
 - All music must end by 11:00 pm on Friday or Saturday and 10:00 pm Sunday through Thursday.
 - All equipment must have felt/rubber bottoms or be placed on a carpet or other protective material.
 - Equipment that gets hot during use must be mounted on appropriate fireproof materials.
 - All equipment must be installed and removed during the Access Period.
 - The Farm reserves the right to end Music/Entertainment for not following these rules.

- **Rental Equipment/Wedding Supplies:** Rental equipment/wedding supplies procured from outside vendors must be delivered and removed during the Access Period. Should that not be possible, Client will incur a Pick-up/Delivery Fee (see Miscellaneous Fee section of Wedding Package Pricing document). All equipment must have appropriate materials to ensure no damage is made to the Event Center floor.
6. **Smoking:** Smoking is permitted ONLY in the designated area (outside at the fireplace end of the Event Center building). Guests must use provided ashtrays. Guests smoking outside of the designated area will be asked to go to the designated area. Cigarette/Cigar butts found outside of the designated area will be classified as damage to the Event Center and a fee will be assessed.

Event Center Rental Agreement - Exhibit B

Event Center and Catering Timeline

		Document/Information Due	Payment Due
At Booking		Event Center Rental Agreement	50% of Rental Fee
6 Months Before Event	Wedding Coordination	Wedding Coordinator Contract	50% of Coordinator Fee (if applicable)
	Menu Selection and Tasting	Sign Initial Catering Estimate	n/a
		Catering Deposit	\$2000 or 50% of total (whichever is less)
		Schedule Menu Tasting	n/a
30 Days Before Event	Event Center	Final Event Guest Count – adjust Rental Fee if final count is higher than contracted guest tier	Balance of Rental Fee
		Security Deposit	Valid credit card number or other form of payment (debit card not accepted)
	30-Day Meeting Note: This information will be provided by 3 rd party Wedding Planner or will be compiled at 30 Day Meeting if using The Farm Wedding Coordinator	Wedding Coordinator Contract	Remaining balance (50%) of Coordinator Fee (if applicable)
		Set time/schedule for wedding rehearsal	
		Farm Décor Inventory List	
		Event Timeline	
		Entertainment Agreement	
		Client Vendor Info Sheet	
	Catering	Signed Final Catering Quote -this is the final menu and service choices	n/a
	Alcohol	Liability Insurance for Alcohol	n/a
NC ABC Permit (copy)		n/a	
14 Days Before Event	Catering	Final Catering Count	n/a
		Catering Invoice based on Final Catering Quote and final catering count	Balance of Catering Fee



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Event Center Rental Agreement - Exhibit C

The Farm Alcohol Policy

Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Client.

Beer, wine, and mixed drinks MUST be served by a qualified bartender.

Alcohol service must cease 30 MINUTES before Client's tear-down time begins.

Specific behavior that will not be tolerated at The Farm can include, but are not limited to, the following;

- Fighting
- Destruction of property
- Disrespectful conduct (to other Guests, Vendors or Farm staff)
- Allowing minor persons to consume alcohol
- Possession and/or consumption of a personal supply of alcohol – this includes private vehicles located in the Event Center parking areas.
- Consumption of alcohol not served by bartender

At the Farm's sole discretion, The Farm reserves the rights to:

- Evict any person(s) engaging in unacceptable activities outlined above, or not complying with the decision of The Farm staff.
- Close the bar and remove all alcoholic beverages from The Farm property.
- Withhold Client's Security Deposit.

All North Carolina State Laws and Federal Laws must be adhered to at all times.