

# Rental Contract for THE BARN AT GREERS FERRY LAKE, LLC

Physical Address:

1099 ALUM CAVE RD  
BEE BRANCH, AR 72013

Mailing Address:

P.O. Box 1086  
Greenbrier, AR 72058

Contact Phone Number: 501-472-1712

## **AGREEMENT OF TERMS**

- **“Event”** is defined as any initial or secondary tours, visit, meeting, banquet, wedding, reception, photography session, or any other subsequent visit in which any person as defined as Renter or their Agents/Guests are on any part of the property or buildings.
- **“The Barn”** is the The Barn at Greers Ferry Lake, LLC, an Arkansas limited liability company.
- **“Caterer”** is the licensed person or business providing food and beverages for the event.
- **“Renter”** is the person, corporation, company, entity, or organization responsible for making decisions regarding the event consistent with The Barn policies and procedures.
- **“Agents/Guests”** includes, but is not limited to the Renter, agents/employees of the Renter, contracted staff and their employees, family members, friends, co-workers, acquaintances, or any other guest of the event.

**Renter Initial:** \_\_\_\_\_

## **EVENT VISITS**

Event consists of an initial tour of the facility, one revisit, one bridal portrait session (for weddings), and actual date of event. Any additional visits can be scheduled at an additional cost. All visits (excluding actual date of event) will be scheduled for one hour. Additional guests may accompany Renter on any visits with prior approval.

## **PAYMENT POLICY**

The Barn will accept a local check, certified funds, cash or credit card and electronics funds transfer (EFT).

- All credit card or EFTs are subject to a four percent (4%) processing fee.
- Any returned checks or insufficient funds returns on credit/debit cards transactions will be charged a \$30 insufficient fund fee.

- Fifty percent (50.0%) is due at the signing hereof, and the final payment shall be due sixty (60) days prior to the event or before.
- The Barn reserves the right to refuse the facility and/or to terminate any scheduled Event if the payment schedule outlined above is not followed.

**Renter Initial:** \_\_\_\_\_

### **SECURITY DEPOSIT**

Renter is required to pay a \$ 500.00 security deposit 30 days before Event with a check or cash and will be refunded if there are no damages to the barn or grounds. Deposit will be refunded no later than 30 days after the Event. The security deposit will be refunded to the person or entity who makes the deposit , less late vacate fees, damage ,clean up or late payment charges, if any.

**Renter Initial:** \_\_\_\_\_

### **DEPOSITS, REFUNDS AND CANCELLATIONS**

1. Reservations will be considered binding upon receipt of fifty percent (50%) of Event fee and this contract signed.
2. Cancellation: - In the event of a cancellation, the 50% rental down payment fee is non-refundable, without exception. For the Barn to have sufficient time to re-book the date, in order to provide the Barn ample time to re-book the date, our cancellation policy stands as follows:
  - a. If the Event is canceled more than six (6) months prior to the reservation date, any payments made, excluding the rental down payment fee will be refunded.
  - b. If the Event is canceled more than five (5) months prior to the reservation date, the charge will be fifty percent (50%) of the remaining rental fee.
  - c. If the Event is canceled more than four (4) months prior to the reservation date, the charge will be seventy-five (75%) of the remaining rental fee.
  - d. If the Event is canceled more than three (3) months prior to the reservation date, then the rental fee in its entirety shall be forfeited by Renter unto the Barn.

Cancellation must be received and confirmed by phone call to director of the Barn and emailed to the Barn. Any modification of this rental agreement must be put in

writing and signed by both the Renter and the Barn. The Barn will not accept any reservation until the Renter has had an opportunity to tour the facility in order to prevent cancellation of reservations based upon suitability of premises for the Event.

3. Rescheduling - Reschedules are considered a cancellation of the original scheduled Event. Any payment(s) made on the original event date will be forfeited and will adhere to the above payment schedule in item 2 listed above. The new/rescheduled date will be considered a new Event in which a new deposit and contract should be signed.

**Renter Initial:** \_\_\_\_\_

### **CANCELLATION OF EVENT BY THE BARN**

The Barn has the right to cancel an Event up to the reserved date. The Barn shall not 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 that are beyond its control. Such circumstances shall include, without limitation, acts of God, weather, storm, road conditions, acts of civil war, civil commotion, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accidents, fires, water damage, floods, earthquakes, or other natural catastrophes, or any causes determined by the Barn (in exercise of fair discretion) to be beyond the reasonable control of the Barn. The Barn will make every effort to reschedule an Event based upon availability.

**Renter Initial:** \_\_\_\_\_

### **RENTAL OF SPACE**

The rental time begins at: 1 day rental- consists of 4 hours the day before Event (Friday) and 9:00am-11:00 pm on day of Event (Saturday); 2 day rental- 10:00am-9pm the day before the Event (Friday) & 9:00am-11:00pm on day of Event (Saturday). The Renter, all guests and all items must vacate the property by 11:00 pm. If the Renter needs access to the Barn before or after said time period, unless prior agreements in writing are approved by the Barn, the Renter will be charged a \$150.00 per hour fee. The ending time for any Event may not exceed 11:00pm, except on special occasions, i.e. New Year's Eve and special arrangements have been approved by Barn Staff. Accessing the Barn earlier or staying later than the contract time will result in an additional charge of \$150.00 per hour.

**Renter Initial:** \_\_\_\_\_

### **SET UP/REHEARSAL**

A set up/decoration time will be included the day before the **Event** date: 1 day rental- 2:00pm-6:00pm (Decorating & Rehearsal ONLY); 2 day rental- 10:00am-9:00pm (During the included time, a rehearsal and rehearsal dinner can be held. Rehearsal dinner is limited to 60 guests - additional guests can be included for additional fee) • Damage Deposit for Ceremony Contract Rate will also be applied to Rehearsal. • Exceeding contracted limit will result in a \$150.00 charge per hour; this rate is not available prorated by time. • If the security deposit has not been paid it must be paid in full by the end of rehearsal for access on the contracted date.

**Renter Initial:** \_\_\_\_\_

### **SET UP / DECOR**

ONLY 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. **NO** nails, screws, tacks, staples, duct tape or any other kind of adhesives or devices are allowed on the walls, floors or staircase banisters. Nothing can be hung from Chandeliers or Ceilings. Damage fees are \$30.00 for each hole in the wall or staircase banister. NO doors are to be removed from the frames or hinges. NO sparklers are allowed on deck or stairs. Only dripless candles or candles in approved containers may be used with approval from the Barn's Coordinator. **Open flame candles are not allowed, unless the candles are in a votive that totally encases the candle and flame. No bubble or smoke/fog machines are allowed 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, etc.) must receive clearance in writing in advance from the Barn. Due to fire hazard, fireworks are not permitted.

**Renter Initial:** \_\_\_\_\_

### **VENDORS**

Outside vendors such as DJs, Decorators, Coordinators, Caterers etc. are allowed and must be pre-approved by the Barn. The Barn reserves the right to refuse the use of any outside vendor at any time for any reason. A contact for each vendor

used must be on file with the Barn. All vendors must adhere to all terms listed within this contract.

**Renter Initial:** \_\_\_\_\_

### **FURNISHINGS**

Furnishings belonging to the Barn are not to be removed from the Barn's facility for any reason. Damage to any furnishings will be taken from security deposits. Furnishings in Bridal and Groom suites are not to be removed from those areas.

**Renter Initial:** \_\_\_\_\_

### **BAR/ALCOHOL/LIQUOR**

You may provide alcoholic beverages to your guests, Beer, Wine, or Champagne only, no hard liquor. Signature Drinks must be pre-approved. If using beer kegs, they must be kept under the patio area only. 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 the legal age. If you intend to serve alcoholic beverages, the Renter is required to complete and carry additional alcohol specific event insurance (Host liquor) as part of the separate general liability Event policy insurance for each day (see link below or "Indemnification & Liability Insurance" section of this contract for more information). If you intend to serve alcoholic beverages, the Renter agrees to have the alcoholic beverages to the Barn four (4) hours before the start of the Event for inspection by the Barn. Under no circumstances can it be BYOB. NO coolers are allowed in the Bridal or Groom suites. Renter must provide the alcohol for their guests. Alcohol may only be served inside the venue from a dedicated location/area. If alcohol is consumed, used or served on the premises without Event Policy Insurance in place, the entire security deposit will be forfeited. If the Barn finds that alcohol is being used, served or consumed without the Event Insurance the Renter MUST put a stop to the alcoholic consumption immediately or the Barn representative has the right to suspend the Event and all persons must leave the property immediately. A Barn representative has the right during an Event to suspend the serving of alcoholic beverages should it appear to cause a disturbance or endanger property. No drinking or serving of alcohol in the parking lot or outside area from ice chests or any vehicles. In the event alcohol is consumed, used or

served on the premises without Event policy insurance in place, whether the Barn ends the Event or not or the offending party(s) is asked to leave, a security deposit of \$1,000.00 will be charged to the credit card on file.

[www.progressive.com/special-event-insurance](http://www.progressive.com/special-event-insurance)

**Renter Initial:** \_\_\_\_\_

### **PARKING**

The Barn's allotted parking is at no charge to the Renter and their guests.

The Barn is not responsible for theft, damage or any valuables left in vehicles on the premises. **\*\*NO VEHICLES MAY BE LEFT OVERNIGHT ON THE PREMISES WITHOUT PERMISSION.** Any vehicle which has been approved to be left overnight must be removed before 12:00 (noon) the following day unless otherwise indicated.

**Renter Initial:** \_\_\_\_\_

### **ENTERTAINMENT**

All entertainment must be approved prior to the Event and approval is at the discretion of the Barn. Entertainment includes, but is not limited to bands and disc jockeys (DJ). Amplified music outside is prohibited. Music and noise needs to be brought to a moderate level by 10 p.m. The bass must be kept at a moderate level because it carries so well.

Please provide the name and contact information of the DJ or band and sound technician you selected for your Event. Please provide this information at least 2 weeks prior to your Event.

**Renter Initial:** \_\_\_\_\_

### **CATERING**

If food and drink are provided to an Event by a licensed Caterer, the Caterer must be approved and registered with the Barn. All Caterers, including vendors, restaurants, etc. who are providing food and drink for an Event, **MUST** register with the Barn and sign an Indemnity and Hold Harmless Agreement. Caterers are responsible for preparations and clean up to the specifications of Arkansas State Law regarding

food preparations, storage, and handling. It is the caterer's responsibility to clean the kitchen after use (i.e. floors, countertops, sinks, etc.)

Kitchen area is for caterer use only. Kitchen refrigerators are reserved for caterers and catering food only (no floral, alcohol or personal use). Any food outside of the caterer brought in for personal use must be brought in prepared (i.e. fruit cut, sandwiches made, etc.) and can be stored in a refrigerator provided in the storage area or bride/groom suites.

**Kitchen is a "Prep" kitchen ONLY.** If using outside catering, **all food must come fully cooked and prepared.** **Use of stovetop/oven is prohibited to outside vendors or family members.** Outside cooking (i.e. food trucks) must be pre-approved by the Barn and only set up in designated areas. No outside equipment may be brought into the facility in which to cook food. This includes but is not limited to deep fryers, electric skillet, kettles, air fryers, stand mixers, woks, hot plates, etc.

The Barn is not responsible for personal property brought onto the property by the Caterer and /or his/her agents, employees or guests.

**Renter Initial: \_\_\_\_\_**

### **PUBLIC SAFETY**

Renter is prohibited from placing any items in corridors or blocking emergency exits. **Children must not be left unsupervised at any time.** **Renter is responsible for his or her guests.** If, in the judgment of a Barn representative, an Event becomes disruptive for whatever reason, (i.e., excessive noise, risk of property or to safety) and the Renter does 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. The Barn requires two (2) contact persons who will be at the Event at all times to be used in the case that a disruptive situation arises. The Barn will require mobile numbers for each person the Renter has provided.

**Renter Initial: \_\_\_\_\_**

### **TOBACCO PRODUCTS**

Smoking or use of any tobacco products is prohibited anywhere in the Barn'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 of.

**ARKANSAS LAW PROHIBITS SMOKING INSIDE THE BARN.**

**Renter Initial:** \_\_\_\_\_

**HEATING & COOLING**

Though the Barn 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.

**Renter Initial:** \_\_\_\_\_

**FACILITY CARE**

Items utilized for the farewell portion of the event may be used only if approved by Barn representative and may be thrown in Outside Areas Only. No items, i.e. rice, birdseed, confetti, glitter, 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.

**Renter Initial:** \_\_\_\_\_

**CLEAN UP**

In the event any trash, debris, empty bottles or bottle caps, can or can tabs, cigarette butts, confetti, pools of liquids, etc. left on site, a minimum of \$150 will be deducted from the security deposit. An area for trash is provided at the Barn but all trash MUST be in trash bags. The premises must be vacated by 11:00 pm the day of the Event or a \$150 per hour fee will be taken off the Credit Card on file for each hour or part thereof for cleanup. If outside items (such as rented dishes or decorations) are



used, the renter is responsible for clearing tables. If cleaning of rented items is required, they must obtain prior approval to utilize barn facilities. If using the barn facility to clean, it will be the renter's responsibility to designate someone to clean items and will encounter a \$150 fee for use of facility equipment (such as sinks/dishwashers). It is the renter's responsibility to ensure that all rented items are packaged and returned to the rental company. The Barn will not be responsible for any rented items.

**Renter Initial:** \_\_\_\_\_

### **PERSONAL PROPERTY OF RENTER**

The Barn is not responsible for any personal property and equipment brought on the property by the Renter and/or his/her agents, employees or guests.

**Renter Initial:** \_\_\_\_\_

### **BRIDAL PORTRAITS**

Bridal Portraits must be scheduled for access to the property or the Barn. A 2 (two) hour session is included with your package rental agreement. We require reasonable advance notice to schedule bridal portraits.

**Renter Initial:** \_\_\_\_\_

### **WEDDING PORTRAITS**

The Barn has permission to use your wedding photos on social media websites for advertising.

**Renter Initial:** \_\_\_\_\_

### **AGREEMENT TO ARBITRATE**

Except as otherwise specified below, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction or

dealing between the parties (collectively the “Disputes”), will be subject to and resolved by binding arbitration pursuant to the Arbitration Rules of U.S. Arbitration & Mediation, ([www.usam.com](http://www.usam.com)). Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction, which includes within the federal judicial district of the residence of the party against whom such award or order was entered.

**Renter Initial:** \_\_\_\_\_

### **INDEMNIFICATION & LIABILITY INSURANCE**

The Renter shall indemnify and hold the Barn harmless for and against all liabilities, claims, suits, damages, costs, or expenses of any kind whatsoever for any injuries, death or illness suffered by Renter, agents/guests of Renter, agents/employees of Barn, which may be brought or made against the Barn of which the Barn must pay may and incurred by reason of or in any manner resulting from the Renter or the Renter’s agent, employees, vendors, or guests’ negligence or the failure of the Renter or the Renter’s agent, employees, vendors failure to perform any of his/her obligations under the terms of the agreement.

The Renter agrees to provide general liability event insurance either through the company listed below (see link) or through their own personal insurance carriers. Renter is to provide a copy of the certificate of Liability Insurance to Barn Director 2 weeks prior to the event. The Barn must be listed as “Additional Insured Person(s) or Organization(s)”. The Barn reserves the right to cancel the Event in the case where general liability insurance is not provided. If alcohol is to be consumed/provided during the event, additional alcohol specific option must be selected as part of the general liability insurance (see “Bar/Alcohol/Liquor” section contained in this contract)

Link: <http://www.progressive.com/special-event-insurance>

**Renter Initial:** \_\_\_\_\_

### **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 this agreement.

**Renter Initial:** \_\_\_\_\_

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

**Scheduled Event Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Renter**

\_\_\_\_\_  
**Printed Name of Renter**

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
**Director of The Barn at Greers Ferry Lake**

**PLEASE RETAIN A SIGNED COPY FOR YOUR RECORDS**