

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

1099 ALUM CAVE RD

BEE BRANCH, AR 72013

501-472-1712

## AGREEMENT OF TERMS

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

"The Barn" is the person or business d/b/a/ The Barn at Greers Ferry Lake, LLC.

"Caterer" is the person or business providing food and beverages.

"Renter" is the person, corporation, entity, organization, or association with the Barn for the Event.

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

## PAYMENT POLICY

The Barn 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.

50% of fee is due at contract signing & the final payment is due 60 days prior to the Event.

The Barn reserves the right to refuse the facility and/or to terminate any scheduled Event if 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 50% of **Event** fee and this contract signed.

2) **Renter** will be required to have on file with the **Barn** a valid credit card to cover any late vacate fee, extra hours fee, damage, cleanup and late payment charges, if any. Said charges will be charged to the credit card on file no later than 10 days following an event.

3) Cancellation: – In the event of a cancellation, the 50% rental down payment fee is non-refundable at all times.

– In order to provide the **Barn** ample time to re-book the date, our cancellation policy stands as follows:

- If the **Event** is cancelled more than **6 months** prior to the reservation date, any and all payments made, excluding the rental down payment fee will be refunded.
- If the **Event** is cancelled **5 months** prior to the reservation date, the charge will be **50%** of the remaining rental fee.
- If the **Event** is cancelled **4 months** prior to the reservation date, the charge will be **75%** of the remaining 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 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**.

**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- 8:00am-12:00am; 2 day rental- 10:00am-9pm (Friday) & 9:00am-12:00am (Saturday). The **Renter**, all guests and all items must vacate the property by 12:00 AM. 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 12:00 AM, 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.) • 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. • All trash must be removed when rehearsal is complete.

**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, duct tape or any other kind of adhesives or devices are allowed on the walls 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 glitter decorations are allowed inside the **Barn**. **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 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 **Barn**.

**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.

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

## BAR

You may provide alcoholic beverages to your guests, Beer, Wine, or Champagne only, no hard liquor. If using beer kegs, they must be kept under 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 carry separate **Event** policy insurance. 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**. 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 of alcohol in parking lot or from ice chests in 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.**

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. 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 **Caterer**, the **Caterer** must be approved and registered with the **Barn**. All **Caterers**, including but not limited to family members who are providing food and drink for an **Event**, **MUST** register with the **Barn** and sign an Indemnity and Hold Harmless Agreement and if licensed provide a current copy of the license. **Caterers** are responsible for preparations and clean up to the specifications of Arkansas State Law regarding food preparations, storage, and handling. Outside cooking must be pre-approved for the **Barn** and only set up in designated area. The **Barn** is not responsible for personal property and equipment 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 judgement 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 ask 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

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.

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 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.

**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 3 (three) hour session is included in full day rates. We require a week 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:** \_\_\_\_\_

