White Hollow Acres, LLC

Contract and Facility Guidelines

This contract is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_ by and between White Hollow Acres, a New York State Limited Liability Company, located at 3509 Comfort Hill Rd. Wellsburg, New York 14894 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Renter"), residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Renter Names:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: (Home)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Work)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Cell)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Nature of Event:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Number of Guests (approx):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*If Wedding:* Location and Time of Ceremony:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*If Wedding:* Reception Start Time (approx):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please thoroughly read and sign the Contract and Facility Guidelines.**

Rental/Payment/Due Date/Security Deposit/Access

•Rental period is 8:00am to 11:00pm the day of the scheduled event. This includes the use of the Event Barn and the ten acres of grounds surrounding the Event Barn. The use of other buildings besides the Event Barn ARE NOT included in this rental agreement unless agreed upon in advance by White Hollow Acres and the Renter.

•The rental fee is $\_\_\_\_\_\_\_\_\_\_\_\_\_. A security/reservation deposit of $500 is required with a copy of this signed contract and the hold harmless agreement in order to hold the date of your event. *The date is not reserved until White Hollow Acres receives the security/reservation deposit and signed contract.* One half of your rental fee is due 6 months before the event date and the remaining balance and the certificate of event insurance are due no later than 60 days before event date. No setup of your event may begin until full payment has been made. If you need to cancel this event, the security/reservation deposit will not be refunded. If any cancellations are made 6 months or closer to the event date, it will result in loss of the security/reservation deposit and the first half of the rental fee. If renter is past-due of the first payment which is due 6 months prior, Renter is still responsible for payment of first installment. If any cancellations are made 60 days prior to the event, all fees will be forfeited. If Renter is past-due for final payment, Renter will be held accountable for said final payment.

•In the event there are damages to the facility, equipment, or grounds and/or excessive cleaning is needed following your event, Renter agrees that the security/reservation deposit will be used to cover the cost of repair for any damages or excessive cleaning needed. If the premises are returned in the same condition as existed prior to the event, the security/reservation deposit will be returned within ten (10) days after the area used is inspected. Any amount withheld from the security/reservation deposit for damages or excessive cleaning will be summarized in writing by White Hollow Acres and the actual or estimated cost for repairs or excessive cleaning shall be deducted from the security/reservation deposit and the balance refunded to Renter.

Should damages or cleaning cost exceed the security/reservation deposit, the Renter shall be held responsible for the cost of damages or excessive cleaning above and beyond the security/reservation deposit and that Renter will be billed for any balance owed. Full payment is expected within thirty (30) days after the date of your event.

•Interest at the rate of 1.5% per month will be charged on all past due amounts due to White Hollow Acres under this agreement.

•White Hollow Acres has the right to terminate any event at any time as a result of Renter or Renter's guests failing to comply with the terms of this contract.

•Renter may have access to the Rental Area at other times upon approval by White Hollow Acres.

**Certificate of Insurance Requirements- Renter & Vendors**

The Renter shall provide to White Hollow Acres a Certificate of Event Insurance no later than 60 days before the event date. Renter shall, at Renter's sole expense, obtain and keep in force during the terms of Renter's use of the property, event insurance which must be greater or equal to $1,000,000 of coverage. This policy must include host liquor liability insurance. The policy shall contain cross-liability endorsements and shall insure performace by Renter of the indemnity provisions contained herein. The Certificate of Event Insurance must name White Hollow Acres, LLC, its members, and Natalie and Daniel Pipher as the additional insured parties. This Certificate of Event Insurance may be obtained through your homeowners or rental insurance.

The Renter's vendors (caterer, florist, decorator, photographer, etc.) and/or agents of Renter will maintain prudent insurance coverage relating to their business and for vehicles to be operated on White Hollow Acres property. Renter shall provide or have its vendors provide a Certificate of Insurance with acceptable insurance limits to White Hollow Acres, LLC no less than thirty (30) days before the commencement of the rental term or they will not be permitted to work on the grounds.

**Alcoholic Beverages/Illegal Substances**

•If alcoholic beverages are going to be served then the Renter or Caterer shall provide the alcoholic beverages. ***Renter or Caterer shall be responsible to comply with all New York Alcoholic Beverage Control Board requirements for licensing.***

•All alcohol must be served by certified/licensed bartender(s) provided by Renter or Renter's Caterer.

•Cash Bar(s) are not permitted.

•No one under 21 years of age is permitted to consume alcohol.

•Self-serve alcohol is NOT permitted. Brown bagging is illegal and strictly prohibited.

•Inappropriate behavior, exposure to liability due to excessive drinking, damage to property, injury to individuals, and other such activities can result in the individual being removed from the premises.

•Renter is responsible for monitoring the alcohol consumption and behavior of the guests. If this policy is not followed, White Hollow Acres reserves the right to end any event immediately and retain the entire amount paid by Renter.

•White Hollow Acres has the right to require a bartender to refuse alcohol to intoxicated individuals. Renter is responsible for calling a driver if individual appears to be incapable of safe driving or behaves in a threatening manner.

•All alcohol must remain within The Barn at White Hollow Acres or designated area(s) rented.

•All alcohol opened and unopened shall be removed from the premises at the end of the event.

•Possession or use of illegal drugs anywhere on the property is strictly forbidden. White Hollow Acres reserves the right to ask any offenders to leave the property.

***RESPONSIBILITY FOR APPROPRIATE USE AND CONSUMPTION OF ALCOHOL AT YOUR EVENT AND LIABILITY FOR ANY CONSEQUENCES ARISING FROM THE CONSUMPTION OF ALCOHOL SHALL BE ASSUMED BY RENTER. ONLY THE RENTER OR CATERER MAY SUPPLY ALCOHOL FOR THE EVENT. NO GUEST OR INVITEE MAY SUPPLY ALCOHOL. A LICENSED BARTENDER(S) NOT AFFILIATED WITH THE EVENT MUST BE PRESENT TO SERVE ANY AND ALL ALCOHOLIC BEVERAGES.***

**Capacity**

Maximum occupancy allowed is 200 guests.

**Smoking**

•SMOKING INSIDE STRUCTURES IS STRICTLY PROHIBITED. A cleaning fee will be assessed and deducted from the security/reservation deposit if this rule is not strictly adhered to.

•Smoking is permitted outside only in designated areas with appropriate disposal containers. It is the Renters responsibility to inform guests that they are to utilize appropriate receptacles when smoking. All cigarette butts left on the grounds must be removed by Renter during clean-up or an additional fee will be assessed and deducted from the security/reservation deposit if this rule is not strictly adhered to.

**Music/Entertainment**

•Live music and/or DJ's are acceptable. Music supplied by Renter must be kept at a reasonable volume at all times. Music must stop at 10:00pm unless preauthorized by White Hollow Acres. Violations of township/county noise ordinances are the responsibility of the Renter.

**Rehearsal**

•Rehearsal time is available before the event date but must be scheduled in advance with White Hollow Acres so that it will not interfere with any other event. Renter must contact White Hollow Acres before setting rehearsal time.

**Parking/Deliveries**

•Self-parking for guests is available in the designated parking areas.

•Shuttle service will be available for guests requiring assistance from the parking area to the ceremony and reception. Please let White Hollow Acres know if this service will be necessary for the day of your event so that we can plan accordingly.

•Senior citizens and/or disabled persons may be dropped off at The Barn at White Hollow Acres entrance.

•Parking is permitted in front of The Barn starting at 8am of the rental date until 12 midnight the next day unless advised otherwise by White Hollow Acres.

•Scheduling of all Renter's deliveries is the Renter's responsibility. Renter is responsible and ENCOURAGED to make arrangements to meet with individual vendors, including florists, caterer, etc at White Hollow Acres prior to the date of the event.

•Deliveries made before the rental term begins must be preauthorized with White Hollow Acres.

•Deliveries may park in the driveway in front of the barn long enough to drop off packages or rental equipment.

•Vehicles may not be left on property overnight.

•Please use caution when entering and leaving the property. This is for the safety and protection of all guests.

**Florist/Rentals/Decorations**

•Renter may decorate The Barn with flowers and centerpieces, or any other non-permanent items.

•Renter decorations are to be removed and all areas returned to their original condition at the end of the event.

•Push-pins may be utilized by Renter. Use of nails, screws, and staples are not allowed when decorating. Renter may not nail, strew, or staple anything to the walls, ceilings, or trim without prior permission from White Hollow Acres. Renter is responsible for removal of push-pin and other decoration adhesive utilized by Renter.

•Open flames (candles, lanterns, or fire pits) are NOT permitted inside The Barn. Torches and luminary bags may be allowed outside The Barn as long as distance is approved by White Hollow Acres.

•Aside from fixtures permanently mounted to a structure, Renter will provide all decorations for the event.

•No electrical work may be done to the barn, unless by a licensed electrician approved by White Hollow Acres. At Renter's expense, any fixtures installed or alterations may become the property of White Hollow Acres following the event. Removable items excluded.

•No items substances similar to birdseed, rice, glitter, or confetti may be thrown in The Barn without the prior written permission of White Hollow Acres. Bubbles and biodegradable materials are approved for outside use only. No liquids, spray paints, powders, or oil may be deliberately placed on the floors of any structure without prior written permission of White Hollow Acres. If White Hollow Acres agrees to an exception, Renter understands that these items will require special cleaning to be completed by Renter or at Renter's expense.

•All décor and other event related items must be removed at the end of the event unless other arrangements have been made. All items left behind become property of White Hollow Acres. White Hollow Acres is not responsible for any rentals and/or personal items left at the property after the Renter's event.

•White Hollow Acres is not responsible for lost or stolen rental items and/or personal belongings.

**Set-up/Breakdown/Cleaning**

•The rental period is from 8:00am to 11:00pm the day of the event and includes Renter set-up and breakdown time.

•The rental fee covers cleaning and appearance of grounds before event.

•The Renter or their Caterer/Decorator is responsible for the set-up and removal of decorations, cleaning inside and outside The Barn after the event, as well as removing trash from inside and outside The Barn after the event.

•White Hollow Acres employees are available to help at an hourly rate. If Renter is interested in such help, please advise White Hollow Acres at least fifteen (15) days before the event so arrangements can be made.

•Before vacating the premises, the Renter and/or Caterer must place all trash into trash bags and remove all decorations from the property and grounds and place it in the designated location.

•Renter assumes the responsibility for clearing the premises of all personal items brought in.

•The property must be left in the condition it was rented. Failure to follow any of these provisions will result in the loss of the Renter's security/reservation deposit.

•In the event additional clean-up is needed, the security/reservation deposit will be held.

•Please notify White Hollow Acres of any damages to the property immediately.

**Photographs**

•Photographs may be taken anywhere on the rented grounds but must be scheduled in advance with White Hollow Acres if not on the event date so that it will not interfere with any other event.

•White Hollow Acres reserves the rights to images it may produce of the rental area during rental term. In addition, White Hollow Acres reserves the right to reference or duplicate images the Renter elects to publish to public forums as well as purchase images from the event photographer hired by the Renter.

**Pond**

•Irrespective of whether the Rental Area inclues the pond, Renter agrees that Renter, Renter's guests, Renter's vendors, and Renter's agents will not swim and will not throw anything in the pond.

•Renter hereby agrees to defend, indemnify, and hold harmless White Hollow Acres, LLC, its members, employees, agents, and Natalie and Daniel Pipher from and against any and all claims, demands, causes of action, damages, liability, judgments, loss, costs and expenses, including attorney's fees and expenses of investigation, which may be suffered or incurred by any of them, or which may be claimed or alleged against any of them by any person or entity, arising out of, based upon, or related to any injury or alleged injury, including death, of any person or property of White Hollow Acres, LLC, its members, employees, agents, contractors, sub-contractors, Natalie and Daniel Pipher, members of the public and patrons of the farm, or other property of White Hollow Acres arising out of the Renter's event or its use or occupancy of White Hollow Acres.

**Representatives**

At least one representative from White Hollow Acres will be on the premises during the event to assist with any problems or questions that may arise.

**Pets**

The presence of animals or pets on the premises other than the animals belonging to White Hollow Acres is prohibited unless otherwise approved by White Hollow Acres.

**Cancellations**

Once you have contracted with White Hollow Acres for your event, that time and space is no longer available to other potential customers. Should you need to reschedule your event, we will work with you to find another available date within the following 12 months. Accomodating requests for date changes are subject to availability. After the contract has been signed, a cancellation or change of date will be accepted in writing only to White Hollow Acres.

**Cancellation Schedule**

Deposits are fully refundable, less $500.00, upon written cancellation if made at least nine (9) months prior to the date of the event. Refunding of deposits for any cancellation after the ninth month prior date will be as follows: after nine (9) months but before six (6) months prior to the event 50% of the total deposit will be refunded, less than six (6) months notice of cancellation will forfeit all deposits regardless of whether White Hollow Acres re-books the contracted space to another Renter. All cancellations must be in writing. The Retained percentages will reflect the differential in arriving at actual cost and will be considered "liquidated damages". If deposits are not received according to the agreed schedule, White Hollow Acres reserves the right to cancel this agreement and refund deposits according to above schedule.

**Force Majeure**

White Hollow Acres, LLC shall be released of its obligations to perform under this Agreement in the event of Acts of God, including flooding, inability to obtain labor and materials or reasonable substitutes for labor and materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental actions, civil commotions, fire or other casualty, electricity, water, sewer, or other causes beyond the reasonable control of White Hollow Acres. White Hollow Acres is not responsible for such acts, however the Renter is encouraged to purchase event insurance protecting the Renter against such events. If The Barn becomes unstable due to an Act of God or terrorist act, White Hollow Acres cannot be held responsible for any additional costs or difficulties this causes to the Renter. Refunds will be considered on a case-by-case basis in the event of such an occurrence.

**Accidents and Indemnity**

Renter shall defend and indemnify White Hollow Aces, LLC, its members, and Natalie and Daniel Pipher and hold White Hollow Acres, LLC, its members, and Natalie and Daniel Pipher harmless from any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Renter, or the members, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of the Renter in or about the premises; or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property occurring in or about the premises. White Hollow Acres, LLC, its members, and Natalie and Daniel Pipher shall not be liable for any loss or damage to person(s) or property sustained by Renter, or other persons, caused by the building or improvements, or any appurtenances thereto, being out of repair or by the bursting or leakage of any water, gas, sewer, or steam pipe; or any theft or vandalism; or by any other cause of whatever nature.

**Assignment**

Renter may not assign the rights under this Agreement to another party without the prior written approval of White Hollow Acres.

**Governing Law**

The provisions of this Agreement shall be interpreted under the laws of the Commonwealth of New York.

**Damages**

White Hollow Acres, LLC will provide all structures in "broom clean" condition at the commencement of the Rental Term. Renter agrees to return the structures in similar "broom clean" condition, normal wear and tear excepted. Renter is to ensure trash after event is placed in the designated receptical provided by White Hollow Acres.

Renter shall be liable for any damages, harm or injury to the Rental Area, or to any other real or personal property of White Hollow Acres and Natalie and Daniel Pipher caused by the acts or omissions of the Renter, its invitees, contractors, agents or employees in connection with the use or occupancy of the Rental Area for the event, excluding normal wear and tear. Renter shall deliver to White Hollow Acres the Rental Area in as good a condition and repair as the same shall be delivered to the Renter at the beginning of the Rental Term. If Renter fails to do so after reasonable demand, White Hollow Acres may make reasonable repairs and Renter shall reimburse White Hollow Acres the actual cost incurred in connection with such repairs upon receipt of White Hollow Acres' invoice requesting payment of same.

Please make all checks payable to: White Hollow Acres, LLC

If this contract meets your approval, please sign and return both copies with your deposit and Hold Harmless Agreement to White Hollow Acres, LLC, PO Box 348, Wellsburg, NY 14894. One copy of the contract will then be signed by White Hollow Acres and returned to you.

*I have read White Hollow Acres LLC Facility Contract & Guideline. I understand these documents and agree to be bound by them. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the Contract, governing rules, and jurisdiction stated in this document, and I fully understand and accept my responsibilities. I further understand and agree that my electronic signature is my legal and binding signature.*

**RENTER: WHITE HOLLOW ACRES, LLC:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Contract/Event Activity Release and Hold Harmless Agreement**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with White Hollow Acres, LLC, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

I understand the potential dangers that I or any guest could incur in the renting of this facility. I understand White Hollow Acres, LLC, its members, employees, agents, insurers, or Natalie and Daniel Pipher cannot be held responsible for any injuries, damage, or death caused by my negligence or failure to follow terms of this agreement.

Person voluntarily endering into this Release and Hold Harmless Agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter Printed Name

**Hold Harmless Agreement**

In consideration for the privilege of using the property, equipment, vehicles, and/or premises of White Hollow Acres, LLC:

1. We hereby assume all responsibility for damage to, or destruction of, any other loss (including loss by theft) of the personal and real property of White Hollow Acres, LLC itself resulting from our use of the above mentioned property. We likewise assume all responsibility for damage to, or destruction of, or any other loss (including loss by theft) of personal property of others resulting from our use of the property, for which White Hollow Acres, LLC may be held liable.
2. We indemnify and hold harmless White Hollow Acres, LLC, its members, employees, agents, and Natalie and Daniel Pipher from any and all claims and loss from bodily injury, sickness, and disease (including death resulting therefrom), and also from damage to any form of property (including the loss of use thereof) which may be sustained or caused by our use of the premises.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date