

White Hollow Acres, LLC

Contract

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 _____ referred to as "Guest." If more than one person is listed, then all listed parties are collectively referred to as "Guest." If more than one person is listed as Guest, then each Guest is jointly and severally liable for all amounts owed to White Hollow Acres under this contract.

Guest Name: _____

Address: _____ Ph

one: (Home) _____ (Work) _____ (Cell) _____

E-mail Address: _____

Guest Name: _____

Address: _____ Ph

one: (Home) _____ (Work) _____ (Cell) _____

E-mail Address: _____

Date of Event: _____ Start Time of Event: _____

Nature of Event: _____ Number of persons expected (approx): _____

If Wedding: Location and Time of Ceremony: _____

If Wedding: Reception Start Time (approx): _____

Please thoroughly read and sign this contract.

Event/Payment/Due Date/Security and Reservation Deposit/Cancellation /Access

•Event time 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 "Event Area"). The use

of other buildings in addition to the Event Barn IS NOT included in this contract unless agreed upon in advance, in writing, by White Hollow Acres.

- The event fee is \$_____. A security/reservation deposit of \$_____ is required with a copy of this signed contract in order to reserve the date of your event. *The date is not reserved until White Hollow Acres receives the security/reservation deposit and this signed contract.* One half of your event fee is due six (6) months before the event date and the remaining balance of the event fee together with the certificate of event insurance is due no later than three (3) months before the event date. No setup of your event may begin until payment in full of the event fee has been made. The security/reservation deposit is refundable, less \$500.00, upon written cancellation if made at least nine (9) months prior to the date of the event. Otherwise, in the case of a cancellation the security/reservation deposit is non-refundable. If you cancel the event between six months and three months before the event date, then the first half of the event fee will not be refunded. If the Guest fails to timely make the payment of the first installment of the event fee, Guest is still responsible for payment of that installment in the event of a cancellation by the Guest prior to three months in advance of the event date. If any cancellation is made by the Guest less than three months prior to the event date, then none of the event fee will be refunded. If the Guest is past-due for the second installment of the event fee, Guest must still pay said installment in case of cancellation within three months of the event date.

- All cancellations must be in writing.

- In the event there are damages to the Event Barn or the Event Area and/or excessive cleaning is needed following your event, Guest agrees that the security/reservation deposit will be used to cover the cost of any damages or if excessive cleaning is needed. If the Event Barn and Event Area 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 Event Barn and Event Area are inspected by White Hollow Acres. 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 if any refunded to Guest.

Should damages or cleaning cost exceed the security/reservation deposit, the Guest shall be held responsible for the cost of damages or excessive cleaning above and beyond the security/reservation deposit and the Guest 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 owed to White Hollow Acres under this contract.
- White Hollow Acres has the right to terminate any event at any time as a result of Guest or Guest's guests' failing to comply with the terms of this contract.
- Guest may have access to the Event Barn and Event Area at other times, in addition to the event time period, upon approval by White Hollow Acres.

Certificate of Insurance Requirements- Guest & Vendors

The Guest shall provide to White Hollow Acres a Certificate of Event Insurance no later than 60 days before the event date. Guest shall, at Guest's sole expense, obtain and keep in force during the period of Guest's use of the Event Barn and Event Area, 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 compliance by Guest with the provisions contained of this contract. The Certificate of Event Insurance must name White Hollow Acres, LLC, its members, and Natalie and Daniel Pipher as the additional insureds. This Certificate of Event Insurance may be obtained through your homeowners' or car rental insurance carrier.

The Guest's vendors (caterer, florist, decorator, photographer, etc.) and/or agents of Guest will maintain reasonable insurance coverage for their business and any vehicles to be operated in connection with the event. Guest shall provide or have Guest's 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 event or they will not be permitted to work in the Event Barn or the Event Area.

Alcoholic Beverages/Illegal Substances

•If alcoholic beverages will be served at the event, then the Guest or the Guest's Caterer shall provide the alcoholic beverages. ***Guest and Guest's caterer shall be jointly and severally 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 Guest or Guest'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, by any individual, including excessive drinking, damaging property, injury to individuals, and other such activities may result in the individual being removed from the event.

•Guest is responsible for monitoring the alcohol consumption and behavior of the Guest's guests. If this requirement is not followed, White Hollow Acres reserves the right to terminate the event immediately and retain the entire event fee.

•White Hollow Acres has the right to require a bartender to refuse alcohol to intoxicated individuals. Guest is responsible for obtaining a vehicle driver for any individual that appears to be incapable of safe driving.

•All alcohol must remain within the Event Barn or designated area(s) within the Event Area.

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

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

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 GUEST. ONLY THE GUEST OR CATERER MAY SUPPLY ALCOHOL FOR THE EVENT. NEITHER THE GUEST NOR ANY OF THE GUEST'S GUESTS 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 persons.

Smoking

- SMOKING INSIDE ANY STRUCTURE 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 Guest's responsibility to inform the Guest's guests that they are to utilize appropriate receptacles when smoking. All cigarette butts left on the grounds must be removed by Guest 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 Guest must be kept at a reasonable volume at all times. Music must stop at 10:00pm unless preauthorized by White Hollow Acres. Full compliance with the rules and regulations of the governmental authorities having jurisdiction over the event are the sole responsibility of the Guest.

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. Guest 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 the Guest's 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 your event so that we can plan accordingly.

- Senior citizens and/or disabled persons may be dropped off at the Event Barn at White Hollow Acres' entrance.
- Parking is permitted in front of the Event Barn starting at 8am of the event date until 12 midnight the next day, unless advised otherwise by White Hollow Acres.
- Scheduling of all Guest's deliveries is the Guest's responsibility. Guest 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 event must be preauthorized with White Hollow Acres.
- Delivery vehicles may park in the driveway in front of the Event Barn long enough to drop off packages or rental equipment.
- Vehicles may not be left in the Event Area overnight.
- Please use caution when entering and leaving the Event Area. This is for the safety and protection of all persons.

Florist/Rentals/Decorations

- Guest may decorate the Event Barn with flowers and centerpieces, or any other non-permanent items.
- Guest decorations are to be removed and the Event Barn and the Event Area returned to their original condition at the end of the event.
- Push-pins may be utilized by Guest. Use of nails, screws, and staples are not allowed when decorating. Guest may not nail, screw, or staple anything to the walls, ceilings, or trim without prior permission from White Hollow Acres. Guest is responsible for removal of push-pin and decoration adhesive utilized by Guest.
- Open flames (candles, lanterns, or fire pits) are NOT permitted inside the Event Barn. Torches and luminary bags may be allowed outside the Event Barn as long as the distance from the Event Barn is approved by White Hollow Acres.
- Guest will provide all decorations for the event.

- No changes in the Event Barn’s electrical systems may be made, except by a licensed electrician approved by White Hollow Acres. Any fixtures installed or alterations by Guest may become the property of White Hollow Acres, at its option, following the event, easily removable items excluded.
- No items or substances similar to birdseed, rice, glitter, or confetti may be thrown in the Event 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, Guest understands that these items will require special cleaning to be completed by Guest or by White Hollow Acres at Guest's expense.
- All décor and other event related items must be removed at the end of the event unless other arrangements have been made with White Hollow Acres. All items left behind become property of White Hollow Acres. White Hollow Acres is not responsible for any rental property or personal items left after the event.
- White Hollow Acres is not responsible for lost or stolen rental items and/or personal belongings.

Set-up/Breakdown/Cleaning

- The event period is from 8:00am to 11:00pm the day of the event and includes Guest set-up and breakdown time.
- The event fee covers cleaning and appearance of grounds before the event.
- The Guest or Guest’s caterer/decorator is responsible for the set-up and removal of all decorations, cleaning inside and outside the Event Barn after the event, as well as removing trash from inside and outside the Event Barn after the event.
- White Hollow Acres employees are available to assist in clean-up at an hourly rate. If 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 Event Area, the Guest and/or caterer must place all trash into trash bags and remove all decorations from the Event Area.

- Guest assumes the responsibility for clearing the Event Area of all personal items brought in.
- The Event Area must be left in the condition it was rented. Failure to follow any of these provisions will result in the loss of the Guest's security/reservation deposit.
- If additional clean-up is needed, the security/reservation deposit will be used by White Hollow Acres for such purpose.
- Please notify White Hollow Acres of any damages to the Event Barn or Event Area immediately.

Photographs

- During the event, photographs may be taken anywhere in the Event Barn or Event Area. Any photographs that the Guest wishes to take before the event must be scheduled in advance with White Hollow Acres to avoid interference with any other event.
- White Hollow Acres reserves the rights to images it may produce of the Event Area during the event. In addition, White Hollow Acres reserves the right to duplicate images the Guest elects to publish to public forums. White Hollow Acres reserves the right to purchase images from the event photographer hired by the Guest.

Pond

- Irrespective of whether the Event Area includes the pond, Guest agrees that Guest, Guest's guests, Guest's vendors, and Guest's agents will not swim and will not throw anything in the pond.

Representatives

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

Pets

The presence of animals or pets in the Event Barn or Event Area 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 others. Should you need to reschedule your event, we will work with you to find another available date within the following 12 months. Accommodating requests for a date change are subject to availability. After this contract has been signed, a request for a change of date must be made by the Guest in writing to White Hollow Acres.

Cancellation

Any amount of the security/reservation deposit or event fee that is not refunded by White Hollow Acres reflects the difficulty in determining at the actual loss that White Hollow Acres will suffer as a result of event cancellation. Guest agrees that because of the difficulty in determining the loss the retention by White Hollow Acres of the security reservation deposit, as above set forth, is reasonable. 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 an Act 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 disturbances, fire or other casualty, electricity, water or sewer shortages or interruptions or other causes beyond the reasonable control of White Hollow Acres. The Guest is encouraged to purchase event insurance protecting the Guest against such hazards. Refunds will be considered on a case-by-case basis in the event of any such occurrence.

Accidents and Indemnity

Guest shall defend and indemnify White Hollow Acres, 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 Guest, or the members, contractors, licensees, agents, servants,

employees, guests, invitees, or guests of the Guest in or about the Event Barn or Event Area; or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property occurring in or about the Event Barn and Event Area.

Assignment

Guest may not assign the rights under this contract to another party without the prior written consent of White Hollow Acres.

Governing Law

The provisions of this contract shall be interpreted under the laws of the State of New York without regard to its conflict of laws rules.

Damages

White Hollow Acres, LLC will provide all building(s) to be used for the event in a "broom clean" condition at the commencement of the event period. Guest agrees to return the building(s) in similar "broom clean" condition. Guest is to ensure trash after event is placed in the designated receptical provided by White Hollow Acres.

Guest shall be liable for any damages, harm or injury to the Event Barn or the Event Area, or to any other real or personal property of White Hollow Acres and Natalie and/or Daniel Pipher caused by the acts or omissions of the Guest, Guest's guests, contractors, agents or employees in connection with the use or occupancy of the event area, excluding normal wear and tear. Guest shall deliver to White Hollow Acres the event area in as good a condition and repair as the same shall be delivered to the Guest at the beginning of the event period. If Guest fails to do so after reasonable demand, White Hollow Acres may make reasonable repairs and Guest 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.

Guest has read White Hollow Acres LLC Contract. Guest understands and agrees to be bound by it. By providing my handwritten or electronic signature below, Guest acknowledges and agrees to be bound by all of the contract terms and conditions. Guest fully understands and accepts his/her responsibilities. Guest further understands and agrees that Guest's electronic signature is Guest's legal and binding signature.

Attorney's Fees

In the event White Hollow Acres engages an attorney to collect any indebtedness owed by Guest to White Hollow Acres under this contract or to enforce its rights under the contract, Guest shall reimburse White Hollow Acres for the reasonable attorney's fees and related expenses incurred by White Hollow Acres.

GUEST:

WHITE HOLLOW ACRES, LLC:

Signature

By: _____

Print Name

Date

Signature

Print Name

Date