



## SPECIAL EVENTS CONTRACT

This Agreement is made effective as of \_\_\_\_\_, by and between THE WHITE OWL (hereinafter "the Venue") and \_\_\_\_\_ (hereinafter "Clients").

The Clients represent that they desire to hold a special event or wedding on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at THE WHITE OWL from the hours 8:00am-11:00pm.

NOTE: Wedding parties are permitted on property outside of the specified event time for photo shoots **BY APPOINTMENT ONLY**.

Therefore, the parties agree as follows:

### 1) VENUE RENTAL FEE(S):

The CLIENTS, agree to pay the following VENUE RENTAL FEES: Payments may be via (cash delivery, check, wire transfer, money order or credit card) payable to White Owl Estate, LLC. An additional 3.5% fee of the total charge will be applied for those paying by credit card.

- \$500 **non-refundable deposit** due at the time of contract signature. This payment serves to hold the venue for specified date of event. Cancellation of the event date more than 72 hours after booking will result in forfeiture of this deposit.
- \$750 security deposit **due 90 days prior to event** (to be paid by separate certified check or money order, returnable to the Clients within two (2) weeks after the event and once the Venue has been inspected for proper clean up and damages. Wear & tear beyond normal usage and/or beyond the \$750 security deposit may result in additional invoice/cost to be determined by The White Owl.
- **EVENT ALL DAY RENTAL: Monday through Thursday \$3,000, Friday \$4,000.00, Saturday/All Holidays \$4,500.00, or Sunday \$3,500.00 due on rental 60 days prior to event**
- Rentals are limited to 350 people. Additional guests for a rental will need to be approved by the Venue prior to this agreement (additional charges may apply).
- Ice may be available for an additional cost. Payment due at the time of clean up.
- Ceremony rehearsals are included in the venue rental fee and are to be scheduled on Thursday evenings. Rehearsal *dinner* events are subject to an additional rental fee of \$200. Rehearsals must be scheduled in advance as there may be more than one ceremony rehearsal on a given Thursday.

**2) STRICT ADHERENCE TO RENTAL TIMES:** As the Venue books events by the time slots listed above, therefore, the Clients are expected to adhere strictly to the time allotted for their rental. Any set up may be effected by rentals prior to your event time. Further, any necessary tear down or clean up after your event must be completed by the end of your rental time. Failure to vacate the Venue by that time may result in additional charges and/or forfeiture of your security deposit as well as eviction from the Venue.

**3) DATE CHANGES:**

In the event, the Clients need to change the date of the event, every effort will be made by the Venue to transfer reservations to the requested new date. If the new date cannot be accommodated the result will be determined according to the cancellation clause. Further, the Clients understand that last minute changes can impact the quality of the event and that the Venue is not responsible for these compromises in quality.

**4) INSURANCE**

The client shall obtain and maintain Event Insurance, **including Host Liquor liability**, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name THE WHITE OWL and Mike & Janie Parisi as additional insured, and a certificate of insurance with an endorsement **must be provided thirty (30) days prior to the event**. (This insurance is separate from and in addition to insurance provided by the caterer, if one is contracted.) The Venue recommends contacting [www.eventhelper.com](http://www.eventhelper.com) and [www.markelusaaevent.com](http://www.markelusaaevent.com).

**5) DESTRUCTION OF THE PROPERTY:**

In the event the Venue premises shall be destroyed or rendered totally unusable by fire, windstorm, or any other cause beyond the control of the Venue, then this agreement shall cease and terminate as of the date of such destruction, and any deposits or rental fees paid shall then be accounted for between the Venue and the Clients. For purposes of this agreement, "totally unusable" will be defined as 50% or more of the premises' structures being destroyed. In the event the Venue is unable to perform on this agreement, all deposits and funds will be returned. If Venue premises are damaged by fire, windstorm, or other cause beyond the control of the Venue, so as to render the same partially unusable, but repairable in time for the event contracted in this agreement, then this agreement shall remain in effect.

**6) CANCELLATIONS/OUTDOOR LOCATION:**

In the event of a cancellation within 90 days of a booked event, all payments made to date are non-refundable and all outstanding payments will be due immediately. For cancellations made more than 90 days before the event, all payments will be refunded except the non-refundable date deposit of \$500.

The Clients acknowledge and understand that they are planning a mostly outdoor event and therefore, weather may impact that event. The Venue is not responsible for any adverse effects on the event caused by weather or any other Act of God or individuals/events out of the Venue's control. Clients assume all weather and natural risks. Inclement weather does not constitute grounds for termination of this agreement. The Venue will plan for the event to go on as scheduled and no refunds will be given.

X \_\_\_\_\_

**7) ENTIRE AGREEMENT:**

This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement, oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**8) AMENDMENT/ASSIGNMENT:**

This Agreement may be modified or amended only in writing and with signatures of both parties. However, assignment of this contract is prohibited.

**9) SEVERABILITY:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. All attorney's fees and costs of litigation will be at the expense of the client.

**10) WAIVER OF CONTRACTUAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**11) VENUE AND JURISDICTION:**

Both parties waive a jury trial on any matters relating to or arising from this agreement. Both parties agree that venue and jurisdiction for the purposes of litigation shall be in the County of Lincoln, State of Missouri.

**12) APPLICABLE LAW/REMEDIES:** This Agreement is governed by the statutory and case law of the state of Missouri. The remedies and rights contained in and conveyed by this agreement are cumulative, and are not exclusive of other rights, remedies, and benefits allowed by applicable Missouri law.

**13) RULES AND REGULATIONS:** By signing this agreement, the Clients agree that they have received and read the addendum containing the rules and regulations regarding events held at the Venue, and that they agree to abide by the same. Further the Clients agree to be held responsible for any and all guests, vendors, service providers, or any other persons/entity on the premises on behalf of the Clients. The Clients also agree to abide by any laws, rules, or regulations set forth by any governing body in Missouri. The Clients will further be responsible for any permits required by any government entity for their event. The Venue will not secure permits under any circumstances.

**14) OTHER PROVISIONS:**

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

**SIGNATURES:** By signing below, you are agreeing to all provisions laid forth in this agreement, as well as the addendum containing the Rules and Regulations.

**CLIENTS (and any party financially responsible for the event):**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Groom & Bride's Name:**

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**GROOM & Brides TELEPHONE NUMBER:**

\_\_\_\_\_

**WHITE OWL ESTATE Events Venue:**

\_\_\_\_\_ Date: \_\_\_\_\_

\*The Venue is not liable for any of the actions or representations of 3<sup>rd</sup> party vendors or services.



## RULES AND REGULATIONS GOVERNING EVENTS

The following is a list of rules and regulations to be upheld by Clients. This includes all EVENT PLANNERS, WEDDING COORDINATORS, VENDORS, SERVICE PROVIDERS, and/or ATTENDEES who are involved in the planning, execution, or attendance of an event on the premises of THE WHITE OWL.

1) **CANDLES**: All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass.

2) **END OF EVENT RENTAL**

All events must end at the designated time in order to allow for clean-up and closure of the site or set up for the next event.

3) **DECORATIONS**

All decorations must be removed, without leaving damages, directly following the departure of the last guest, unless special arrangements have been made with the Venue. The Venue offers some general decorations which may be borrowed for an event, but must be returned in the same condition. The Clients are responsible for any damages to Venue decorations.

NOTE: **NO CHALK BOARD MARKERS**. Be respectful of how you hang decorations. The Venue does not allow nails, staples, or any type of adhesive on walls or floors. Thumbtacks are permitted on appropriate surfaces. Violation of this rule will result in the Venue withholding a portion of the Client's security deposit and the possibility of an additional charge.

NOTE: Rice, confetti, glitter, silk flower petals or any other material that could result in damage to the Venue or wildlife is strictly prohibited and may not be used inside or outside of the facility. The use of birdseed is permitted only outside for wedding and reception farewells.

The use of fireworks is also strictly prohibited. Sparklers may be allowed, but only if the Venue inspects the units prior to the event and agrees to their use.

5) **LAW ENFORCEMENT**

Clients are expected to abide by all state and local laws and ordinances. Alcohol is not to be served to minors. Illegal Substances are not allowed on the premises. At any time, if the alcohol consumption is deemed to be excessive, or if illegal substances are found on the premises, the staff has the authority to end the event early, call law enforcement, and/or evict inebriated or unruly guests from the premises.

6) **EVENT PLANNING**

The Venue staff must review and approve all proposed logistical plans for the use of the premises a minimum of fourteen (14) days prior to the event. This includes an event agenda, list of selected vendors, and arrival and departure times.

7) **CAMPFIRES**

The Venue provides a designated location for campfires. Fires anywhere else on the property are absolutely prohibited. A campfire left unattended or found elsewhere on the property may result in ending the event early.

8) **MUSIC AND SOUND**

Music and other amplified sounds are permitted within the Venue screen room, Barn Pavilion, Hen House Porch and in tented spaces. All amplified sounds must end by 9:00 PM during weekdays and 10:00 PM on weekends.

9) **STAFF**

A representative will be present for all events where alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions).

10) **SMOKING**

THE WHITE OWL is a non-smoking venue. Ashtrays will be provided and smoking permitted only by the fire pit. NO smoking is permitted anywhere else on the Venue property. Clients are responsible for any clean up necessary due to trash from smoking.

11) **TRASH & CLEAN UP**

It is the responsibility of the Clients to place all trash in or by the large trash dumpster by the shed at the front of the property. The Venue will provide trash bags. All chairs and tables must be cleaned, folded, and stowed in the designated area. Any trash left on site after the event will result in a clean-up fee assessed to the Clients of \$50/hour/staff with a minimum charge of \$50.

12) **INDEMNITY**

Neither the Venue, nor its owners/operators, will be liable for any personal injury, property damages, or lost/stolen property before, during, or after the event.

NOTE: This Venue has a lake on the property. Use of the lake for any purpose, including but not limited to swimming, fishing, boating, wading, etc. is absolutely prohibited. Clients should be aware of the lake in reference to children and pets. The Venue is not responsible for damages or injury resulting from unauthorized use of the lake or inadequate supervision of guests.

X\_\_\_\_\_

**SIGNATURES:**

**CLIENTS (and any party financially responsible for the event):**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**SERVICE PROVIDERS:**

\_\_\_\_\_  
Wedding Coordinator & Event Planner – PRINT NAME AND COMPANY

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Caterer – PRINT NAME AND COMPANY

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Photographer – PRINT NAME AND COMPANY

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
DJ – PRINT NAME AND COMPANY

\_\_\_\_\_ Date: \_\_\_\_\_

**WHITE OWL ESTATE Events Venue:**

\_\_\_\_\_ Date: \_\_\_\_\_