



Thebarnatfoutslake.com  
[Thebarnatfouts@gmail.com](mailto:Thebarnatfouts@gmail.com)  
740-707-4817

## **Additional Terms referenced in contract**

### **1. Indemnification**

Client agrees to indemnify, defend, and hold harmless The Barn at Fouts Lake L.L.C., its landlord, building owners, officers, employees, and agents from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing by Client, its employees and agents of alcoholic beverages at The Barn at Fouts Lake L.L.C. Client also agrees to indemnify and hold harmless The Barn at Fouts Lake L.L.C., its landlord, building owners, officers, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, property, or chattels, on or about The Barn at Fouts Lake L.L.C., or to the property itself, resulting from any act done, or omission by or through, the Client, its agents, contractors, employees, invitees, or any person on the premises of The Barn at Fouts Lake L.L.C. by reason of Client's use or occupancy thereof. These may include, but are not limited to accident, injury, or damage to property arising from any act of Client's guests, whether intentional or negligent, which occur during use. Client agrees to pay all costs and attorney fees incurred by The Barn at Fouts Lake L.L.C., its owners, and/or its representatives in defending any such claim or action brought against The Barn at Fouts Lake L.L.C., its owners, and/or its representatives.

In the event The Barn at Fouts Lake L.L.C., its landlord, building owners, officers, employees, and/or agents are required to file any action in court in order to enforce any provisions of this contract, Client agrees to pay all reasonable attorney fees, court costs, and costs of suit incurred by The Barn at Fouts Lake L.L.C., its officers, landlord, building owners, employees, and/or agents, including all collection expenses and interest due. Any suit brought by Client or The Barn at Fouts Lake L.L.C. with regard to any claim related to any aspect of this contract must be brought in the state courts of Perry County, Ohio.

### **2. Courtesy Protocol**

Client understands and will inform their guests and vendors that The Barn at Fouts Lake L.L.C. prohibits discrimination on the basis of race, color, sex, age, handicap, familial partners, religion, national origin, and/or any other legally protected basis. The Barn at Fouts Lake L.L.C. reserves the right to request any person or group acting unruly and contrary to rental regulations to leave the premises immediately. Assistance from law enforcement agencies may be requested if this request is not met.

### **3. Lost and Found**

The Barn at Fouts Lake L.L.C. takes no responsibility for personal effects left on the premises before, during, or after the event. We do, however, maintain a lost and found and will hold recovered items for up to thirty (30) days. Every attempt will be made to return any recovered items to their rightful owners.

### **4. Photography, Promotions, and Copyright**

Should The Barn at Fouts Lake L.L.C. be involved in the promotion or co-production of your event, it is necessary that we see and approve all marketing messages and communications you plan to issue. The Barn at Fouts Lake L.L.C. is our name – please do not shorten or abbreviate it.

We are happy to provide professionally created images of our venue and our logo for promotional materials.

The Barn at Fouts Lake L.L.C. shall have the right to take photographs and videos at your event for marketing purposes. All rights to and use of photographs and videos taken by us belong to The Barn at Fouts Lake L.L.C. Client also has the right to take photographs and videos of the event. Any commercial use of the likeness of our buildings and grounds is prohibited without the express written consent of The Barn at Fouts Lake L.L.C.

## **5. Damage Incidents**

If, during the course of your event, accidental damage does occur, it should be reported immediately to The Barn at Fouts Lake L.L.C. so arrangements can be made for quick cleanup and restitution. Damage to any room, space, furnishings, and/or equipment by Client or its guests or vendors will result in appropriate charges based on fair market cost of replacement, repair, additional cleaning, etc. to The Barn at Fouts Lake L.L.C. property or equipment. If there is a cost factor associated with a damage incident, the price will be deducted from Client's damages deposit prior to refund with written disclosure of pricing.

## **6. Unforeseen Events**

Client agrees that The Barn at Fouts Lake L.L.C. and its landlord, building owners, owners, officers, employees, and agents shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part, resulting from causes beyond its control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

Delays or non-performance excused by this provision shall not excuse payment of any amount owed by the Client at the time of said occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made to the Client no later than fourteen (14) days after the date of the event. Last minute cancellations of outdoor site use due to inclement weather will not be considered for refunds.

For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, hurricane watches and warnings, lightning strikes, etc., The Barn at Fouts Lake L.L.C. reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.