



## SPECIAL EVENTS AND WEDDING VENUE CONTRACT

This contract defines the agreed terms and conditions under which The Barn at Fouts Lake L.L.C. and \_\_\_\_\_ (hereinafter referred to as the "Client") agree to Client's use of The Barn at Fouts Lake L.L.C.'s facilities on \_\_\_\_\_ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon signature of both parties. This contract may not be amended or changed unless executed in writing and signed by The Barn at Fouts Lake L.L.C. and the Client. This contract shall be considered void if not signed and returned within two weeks of issuance.

### 1. FUNCTION AND CLIENT INFORMATION

Type of Function: \_\_\_\_\_ Date of Function: \_\_\_\_\_

Preferred Start Time: \_\_\_\_\_ Event Planner/Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Estimated Number of Guests: \_\_\_\_\_

#### Fill in the following for events only:

Day prior to event set up (*access begins at 10 am*): \_\_\_\_\_

Rehearsal Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: No later than 9pm

Dinner on site? \_\_\_\_\_ Number of Guest for Rehearsal: \_\_\_\_\_

**\*\* No staff on site for rehearsal unless the coordination package is purchased \*\***

*\*Please indicate below if rehearsal dinner will be held at the venue, how many tables, time, use of kitchen, other accommodations\* If dinner on site, all trash must be placed in dumpster, and cleaned up. The Barn staff will tear down tables.*

## PERSON #1 CONTACT INFORMATION:

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

## PERSON #2 CONTACT INFORMATION:

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

## 2. FACILITIES PROVIDED BY THE BARN AT FOUTS LAKE L.L.C.

The Barn at Fouts Lake L.L.C. will provide the following facilities and services on the dates and times indicated above:

- The Barn (approx. 4000 SF) and surrounding grounds.
- 1 indoor restroom (lower level) and 1 Porta-Potty on the grounds.
- The Barn upper level (approx. 150 SF), consisting of a suite and 1 restroom.

***NOTE:** The Barn upper level is accessible only by stairs and only for the bridal party. Any use of The Barn upper level is at the client's sole risk and responsibility.*

- Kitchen area, **REFRIGERATOR AND FREEZER ONLY**. Client is not permitted to cook in or serve from the kitchen area. Serving dishes and utensils are not provided. An ice package is available. If the ice package is not purchased, please bring coolers to store ice.

*We ask that our guests take special care not to damage or harm any finished surfaces, wall hangings, decorations, etc. located throughout our facility. Clients wishing to place decorations of their own for events must bring their own supplies to do such. The Barn at Fouts Lake L.L.C. may require prior approval for methods used to secure decorations within the facility.*

## 3. FEES AND DEPOSITS VENUE RENTAL

The total cost for use of The Barn at Fouts Lake L.L.C.'s facilities as described in this contract is \$ \_\_\_\_\_. To reserve the date requested, The Barn at Fouts Lake L.L.C. requires an initial non-refundable deposit of \$ \_\_\_\_\_ and the contract be signed by both parties.

The cost of the rental does not include any additional add on packages available for purchase. The remaining *balance of the rental fee is due no later than during the final walk through*. Deposits and payments can be made by *cash, certified check, cashiers, or bank check, and made payable to The Barn at Fouts Lake L.L.C. 10919 Scenic Road SE, Glouster, OH 45732*. The client acknowledges if payment has not been received *The Barn at Fouts Lake has the right to cancel the contract terms*.

## 4. CLEANUP / TEAR DOWN

**Clean up must be complete by NOON the day following the event. No exceptions.** The Barn at Fouts Lake L.L.C. will provide a clean-up checklist to the clients that includes, but not limited to; removal of trash, decorations, set up/tear down, emptying fridge, drink containers, wiping down drink and cake station surfaces, sweeping floor, outside grounds free of trash and cigarette butts, moving anything that was moved by client back to its original placement.

If a client arranges for outside vendors to provide linens, tents, decorations, or any other vendor supplied items, you must notify The Barn at Fouts Lake L.L.C. prior to the event. Every effort will be made to allow set up to occur the day before your event and for breakdown to occur the day after your event. However, other functions at The Barn at Fouts Lake L.L.C. may result in limited time slots being available for set up and breakdown of your event.

***The venue will be in a clean condition prior to your event. You are required to return the space to the same clean condition in which it was found unless the clean-up package has been purchased.***

1. Make sure all rental equipment is stacked on the designated area set by the staff at The Barn (not on the grass) and removed from the site no later than the morning after your event unless approved otherwise by staff. Setting up and tearing down canopy's, filling, and emptying coolers, etc.
2. Event trash on the grounds, sidewalks, roadways, and lawns (including cigarette butts) must also be cleaned up and placed in designated disposal containers.
3. If signs were placed, either on or off the premises, they must also be removed.
4. The Barn at Fouts Lake L.L.C. is not responsible for checking in, checking out, or signing for delivery or pick up of any items brought into or removed from the venue by rental companies hired by client.
5. Limited storage space is available on site. If there is a need to temporarily store vendor rental items, client should consult with The Barn at Fouts Lake L.L.C. prior to delivery.

## 5. CANCELLATION AND REFUND OF DEPOSITS

*If the client cancels this contract, all deposits are non-refundable.* The Barn at Fouts Lake L.L.C. shall have the right to terminate this contract if the client fails to meet or violates any terms of this contract, in which case the provisions of this cancellation policy also apply. The client shall not assign or sub-lease any terms, conditions, or services contained in this contract or any interest therein without the express written consent of The Barn at Fouts Lake L.L.C. If for any reason The Barn at Fouts Lake L.L.C. is unable to fulfill its obligations under this contract, deposits will be returned to client will be considered.

## 6. DATE CHANGES

In the event the client wishes to change the date of the event, every effort will be made by The Barn at Fouts Lake L.L.C. to transfer reservations in support of the new date. The client agrees that, in the event of a date change, any expenses, including but not limited to deposits and fees that are non-refundable, are the sole responsibility of client. The client further understands that last-minute changes can impact the quality of the event and that The Barn at Fouts Lake L.L.C. is not responsible for any compromises in quality associated with a change in date. Rescheduling must occur within the calendar year unless otherwise agreed upon by The Barn. The client acknowledges the limit of two date changes.

## 7. INDEMNIFICATION *(To obtain full details visit our website)*

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.

## 8. RULES AND REGULATIONS

The following is a list of rules and regulations to be upheld by client, which includes all event planners, wedding coordinators, and vendors who are involved in the planning and execution of a special event or wedding on the premises of The Barn at Fouts Lake L.L.C..

- *No foul or abusive language or obscene gestures.*
- *No intoxication or other signs of impairment related to alcohol consumption.*
- *Use of illegal drugs or other illicit substances is not permitted. Violators will be escorted from the premises.*
- *Physical violence of any kind will not be permitted.*
- *No use or possession of weapons of any kind.*
- *Smoking is permitted in designated areas only. If smoking materials and/or sparklers are discarded in planters, on sidewalks, roadways, or grounds, an extra cleanup charge will be imposed, if not cleaned up by client the following day.*
- *No open flames are permitted in or near The Barn area. This includes candles. Caterers should plan for cooking in specially designed self-contained kitchen trailers or off site. Use of propane heaters inside The Barn or other structures is not permitted.*
- *Use of markers at tables must be washable.*
- *No glass beer bottles.*
- *No liquor. If the client wishes to have a pre-made signature drink(s) during the event, the client must have approval from The Barn at Fouts Lake prior to event.*
- *No glitter, confetti, fireworks, open flames and/or sharp objects in or around the venue.*
- *Fire extinguishers are provided in the venue area by The Barn at Fouts Lake L.L.C. All vendors and caterers are required to be knowledgeable in the use and location of fire extinguishers at our facility.*
- *All events must end no later than 10:00 PM.*

## 9. SECURITY *(To obtain full details visit our website)*

The client agrees that The Barn at Fouts Lake L.L.C. staff may enter and exit the premises during the course of the event. A representative of The Barn at Fouts Lake L.L.C. will check in during a portion of the event to ensure everything is running smoothly. Staff will also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, etc., and will be available for questions or to respond to any issues that may arise at time of your event. You may contact (call or text) the staff at the following telephone numbers:

**Debbie Gyure: 740-541-2190    Lindsey Jago-Fouts: 740-707-4817**

## 10. FOOD SERVICE / CATERING

The Barn at Fouts Lake L.L.C.'s kitchen area is a production space and is to be used only for final food preparation, plating, and busing. The Barn at Fouts Lake L.L.C. does not provide dishes, glassware, pots, pans, knives, utensils, lighters, chafing pans, chafing fuel, gloves, extension cords etc. The kitchen space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. All food should remain covered at all times prior to plating and busing. The caterer is responsible for cleaning up the dining areas. Please allow sufficient time for cleanup of all designated areas at the conclusion of your event. Catering trash, especially food and drink debris, may not be left out for cleanup the following morning. *All event trash must be disposed of in designated areas at the conclusion of the event.*

## 11. MUSIC AND ENTERTAINMENT

Please be aware that The Barn at Fouts Lake L.L.C. is located near residential properties. If client's event creates a disturbance due to high noise volume, The Barn at Fouts Lake L.L.C.'s on-site manager has full authority to ask client's DJ or live music provider to turn the entertainment volume down and/or off. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to client. The client is responsible for ensuring that music providers understand these conditions. It is the responsibility of the client to communicate that all music must be predownloaded, Wi-Fi is not available.

## 12. INSURANCE

**Special Event Liability Insurance is required of all clients and is due no later than the week of event.** Failure to provide evidence of insurance coverage will result in no access to the facility whatsoever. This insurance must, at client's sole expense, provide and maintain public liability and personal property damage insurance, insuring The Barn at Fouts Lake L.L.C. and its employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of client's use and occupancy of the premises, including appurtenances to the premises, sidewalks, and roadways. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million.

The Barn at Fouts Lake L.L.C. shall be named as an additional insured on said policy. **Failure to provide evidence of this insurance prior to your event can cause immediate cancellation of the event.** Cancellations arising from failure of client to provide The Barn at Fouts Lake L.L.C. with a proper and timely certificate of liability insurance will be treated as a client-caused cancellation. **If alcohol will be on site at event, please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests.**

Event insurance must be purchased to cover the **day of set up, the day of the event and the day of cleanup** if applicable. Scan the QR code below for direct access to our recommended insurance coverage.



Initial for Initial for acknowledgment: \_\_\_\_\_

### 13. ALCOHOLIC BEVERAGES

The Barn at Fouts Lake L.L.C. does not sell, serve, or otherwise provide alcoholic beverages, or have a liquor license of any type. The Barn at Fouts Lake L.L.C. is not responsible for the act or omission of any person in relation to the sale, serving, provision, or consumption of alcoholic beverages. If client wishes to have alcoholic beverages available at event, client and its selected vendors must strictly comply with all policies and instructions of The Barn at Fouts Lake L.L.C.

As the host of a private party, the client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at The Barn at Fouts Lake L.L.C. during the duration of the event described in this contract. Alcoholic beverages will be provided by the client. The client and/or representative shall monitor service of alcohol and specifically acknowledges that *client is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol.*

The client agrees to fully cooperate with and assist The Barn at Fouts Lake L.L.C., the catering service, and its agents in enforcing the policies of The Barn at Fouts Lake L.L.C. regarding the consumption of alcoholic beverages. ***If client chooses to provide alcoholic beverages, it is the policy of The Barn at Fouts Lake L.L.C. that such alcoholic beverages must be limited to beer and wine, NO GLASS BEER BOTTLES.***

***Initial for acknowledgment:*** \_\_\_\_\_

The Barn at Fouts Lake L.L.C. reserves the right to terminate any event at which alcoholic beverages are being served, in its sole and absolute discretion. Should The Barn at Fouts Lake L.L.C. exercise this right, client agrees to cooperate with removal of all persons from the venue. **Event insurance must indicate the liquor/alcohol option when obtaining the policy.**

### 14. 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.

Lost items or damage to the facility in any form will be photographed by The Barn at Fouts Lake L.L.C. A formal repair/ cleaning cost invoice will be submitted to Client within 14 days following the event or within 14 days following completion of repairs and/or cleanup, whichever is later. Client must pay the invoiced amount within 14 days of receipt of the invoice.

### 15. PARKING

Our parking area accommodates approximately 100-175 cars. However, for the safety of our guests, we require that access to lawn areas for parking be directed by staff of The Barn at Fouts Lake L.L.C. This ensures that only designated areas will be used and that damage is avoided. Parking for event on both sides of the lake and behind the Barn. Client's use of certain parking areas may require shuttle services, at the discretion of The Barn at Fouts Lake L.L.C.

## 16. DECORATIONS

The Barn at Fouts Lake L.L.C. wants to make every event here a special experience. Therefore, every effort will be made to allow the client to prepare and install decorations reflecting their creative requirements. We ask that only the staff of The Barn at Fouts Lake L.L.C. move the mobile bar and spools, hanging decorations, barrels, shelves, and pictures. **Staples and other penetrating items may NOT be used to secure decorations on our wood surfaces. Only low tack tape, push pins, and command hooks are allowed on our floors, walls, and ceilings. Floral wire and/or zip ties only can be used on the pergola.**

No items may be hung from or attached to lighting fixtures or electrical outlets and switches. Ladders may be used for decorating by client. However, you may not stand on tables or chairs. The use of ladders is at your own risk. Any damages caused by securing decorations will be charged after your event.

The Barn at Fouts Lake L.L.C. reserves the right of final approval for all decorations brought into the facility. For safety reasons, any items capable of creating an unsafe environment, and difficult to clean up may be asked to be removed. **The use of confetti, glitter, open flames, sharp objects, and fireworks are NOT permitted.** The use of birdseed, blowing bubbles, and sparklers are permitted outside the facility only for wedding reception farewells. If your items are added into our seasonal displays those items must be removed during clean up. If any decorations, planters, barrels, arrangements, lanterns, etc. are moved during your set up it is required that all items get put back as was, following the event.

Initial for Initial for acknowledgment: \_\_\_\_\_

**If you purchase the Decoration Package from The Barn at Fouts Lake, we ask any items brought into the venue be labeled/marked. When tear down occurs it is the clients responsibility to coordinate with those helping tear down what items belong to The Barn at Fouts Lake L.L.C.. It is recommended if you purchase the decoration package that clean up and tear down occurs the following day to avoid inventory errors.**

## 17.CHILDREN

All children under the age of 16 must be supervised by an adult at all times. Children are not permitted to wander the grounds unattended by an adult. Bicycles, skateboards, rollerblades, fishing, and swimming are **not** allowed.

## 18.PETS

No pets of any kind are allowed inside The Barn, the restrooms, or other structures. Service animals are exempt from these restrictions.

## 19.LAKE ACCESS

The lake is **strictly off-limits to all persons and animals.** Any guest violating this prohibition may be asked to leave. The Barn at Fouts Lake L.L.C. reserves the right, in its sole discretion, to end any event and remove Client and all guests, vendors, and other persons from the property for any violation, threatened violation, or suspected violation of this prohibition.

## 20.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.

## **21.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.

## **22.TOWNSHIP, COUNTY, STATE, AND FEDERAL LAWS**

Client agrees to comply with all applicable township, county, state, and federal laws and shall conduct no illegal act on the premises. This contract shall be governed by the laws of the State of Ohio.

## **23.ASSIGNMENT**

This contract may not be assigned in whole or in part by the Client without the express written consent of The Barn at Fouts Lake L.L.C.

## **24.PHOTOGRAPHY, PROMOTIONS, AND COPYRIGHT**

Should The Barn at Fouts Lake L.L.C. be involved in the promotion or co-production of your event, we ask if included in the materials you share the communications with us prior, if applicable. 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.

## **25.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. Lost items or damage to the facility in any form will be photographed by The Barn at Fouts Lake L.L.C. A formal repair/cleaning cost invoice will be submitted to client within 14 days following the event or within 14 days following completion of repairs and/or cleanup, whichever is later. The client must pay the invoiced amount within 14 days of receipt of the invoice.

## **26.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 canceled 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.



## **27. ENTIRE AGREEMENT**

This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties. Amendment, this agreement may be modified or amended only by a writing signed by both parties.

## **28. 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 of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

## **29. 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 contract.

## **30. "AS IS" CONDITION**

Client has viewed the event facilities and based on such examination, accepts the event facilities "as is" and "with all faults."

**OTHER:**

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**SIGNATURES**

By signing below, Client agrees to pay for any damage to the interior or exterior of the said property and/or its furnishings from actions taken by Client, its guests, or by any person contracted or otherwise hired by the client for the event. The client agrees to hold The Barn at Fouts Lake L.L.C. and its employees harmless, including court costs and attorney fees, in any legal action which may result from this event. Please also initial all pages of this agreement in the lower left corner of each page.

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**Client #1**

(Printed name(s) of person(s) responsible for payment of fees and deposits)

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**Signature**

**Date**

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**Client #2**

(Printed name(s) of person(s) responsible for payment of fees and deposits)

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**Signature**

**Date**

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**The Barn at Fouts Lake L.L.C.**

**Date**

By: \_\_\_\_\_ (Printed name of representative)









