



THE WATERS EDGE: A WEDDING & SPECIAL EVENT RETREAT, L.L.C.

Facility Use Agreement

This Facility Use Agreement is hereby entered on **October 16, 2022** between The Water's Edge: A Wedding & Special Event Retreat, LLC (the "Property Owner"), and **Dianna & Steven** (the "Customer").

Pursuant to the terms in this agreement, Customer agrees to lease all or part of the facility, which is comprised of the reception hall, boathouse, pavilion, cabin and outdoor grounds, located at 7501 Highway 25, Cape Girardeau, Missouri (the "Property"), from

Friday, September 29, 2023 at 8 a.m. through

Sunday, October 1, 2023 at 11 a.m. for a fee of

\$3,000.00 plus applicable Missouri sales tax, subject to the leasing conditions listed in this agreement.

Entire facility rental

Partial facility rental

If partial facility lease, these building(s)/location(s) are included as part of this agreement:

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Facility Use Conditions

Payment:

Please make all payments to “The Water’s Edge.” An initial non-refundable deposit of **\$500.00** of the Facility Use Fee (listed above) is required to secure the date for your event. The remaining balance may be paid incrementally, according to your invoice.

Balance of the Facility Use Fee must be paid by **August 29, 2023.**
(Exact Payment Schedule listed on Invoice)

If the Customer fails to adhere to the payment schedule listed above, this agreement shall be considered void and any deposits and/or payments made up to that time may be forfeited by the Customer, at the sole discretion of the Company.

Any change to the event date listed in this agreement must be approved prior to the commencement of the event and may be subject to a rate adjustment.

Facility Use Fee Includes:

- Use of property (full or partial) for time-frame listed in this agreement.
- 250 folding chairs for outdoor courtyard use only and 170 white folding chairs for reception hall use only. There are an additional 90 burgundy bistro chairs in the screened pavilion and 12 patio armchairs in the arbor.
- 20 round tables in the reception hall, pavilion, and/or tent area.
 - **(Tablecloths are required, but are not included in this agreement.)**
- 14 – 8 foot tables and 1 – 6 foot serving tables for buffet lines, cakes, and gifts.
 - **(Tablecloths are required, but are not included in this agreement.)**
- The tables and chairs listed above are available at the Property and the Customer is free to set them up as desired for the Event. This Agreement does not include setup, configuration, or pickup of any tables and/or chairs. The Customer is responsible for returning all included property to the location in which it was found, unless a separate Service Agreement exists between the Company and the Customer for such services.
- The customer is responsible for filling the tiki torches if they would like to use them for their event.
- Use of kitchen for caterer. (*Kitchen is not intended to prepare food for large groups of people.*), Bridal Dressing Room (Master bedroom w/private bath), Groom’s Room (Spare bedroom, no private bath)*

- **Wedding guests must use the two bathrooms in the reception hall. Use of the bathrooms in the cabin by wedding guests is prohibited.**
**Requires full facility rental (Cabin).*

Catering Guidelines

Customer will inform the Company of who will be catering their event prior to check in. If alcohol is to be served, the caterer must have appropriate liquor liability insurance as well. Food may be served anywhere on the property except for the storage room for tables and chairs.

Alcoholic Beverages

It is **strongly** recommended that the Customer utilize the chosen caterer for alcoholic beverage service. The Customer is allowed to provide his/her own alcoholic beverages for the event, under the following conditions:

1. The Customer's Certificate of Liability Insurance includes an endorsement for Host Liquor Liability coverage.
2. Customer assumes sole responsibility for the distribution and consumption of the alcoholic beverage(s) and agrees to abide by all applicable liquor control laws.
3. Customer assumes the role of providing any and all forms of alcohol for guests to consume. Guests are not permitted to bring their own alcohol onto the premises.

DJ Guidelines

The use of a DJ, live band, or music must end by 11 p.m. If music is outside, speakers need to be pointed toward the waterfall, between the boathouse and the hall. If using the covered pavilion for the dance floor and music please have equipment plugged into the south side of the pavilion, closest to the lake.

Damage Deposit:

A damage deposit of \$300.00 is required and must be received **two weeks in advance** of the event.

This damage deposit is due by: September 15, 2023.

A walk through of the facility will be conducted before the event (at check in) with the Customer and/or his/her representative and a member of the Company and/or Property Owner's staff. If the property is left in original condition, the damage deposit will be returned. The deposit will be applied against any damages, discrepancy, or violation. The facility will be cleaned throughout the week following the event and the damage deposit will then be returned if there are no problems, such as those mentioned below.

In the event that the Customer leaves the facility in a condition that requires more than a standard re-inspection and customary cleaning (minor mopping, sweeping, dusting, and bathroom cleaning), the Customer will be liable for hourly charges for time expended by personnel in connection with redemption efforts concerning the facility. This may include, but is not limited to: contractor coordination, subsequent inspections, accounting procedures, cleaning, etc. Rates charged are currently \$50.00 per hour, not including any fees incurred by an outside contractor(s) to return the property to its original condition. Additionally, a complete inventory and valuation of all the furniture, décor, and accoutrements on the property is maintained by the Property Owner and certified by a notary. Should any items from the list come up missing or damaged, the Customer will be responsible for the replacement value of those item(s).

Occupancy/Use:

Maximum capacity of the property for this event is 250 persons.

Inclement Weather:

The property provides four covered areas, including: the reception hall, the open pavilion situated south of the cabin, the screened pavilion (boathouse), situated to the southeast of the cabin), and the covered porch on the east end of the cabin. Although these areas are under roof, the sides are open in all areas (except the reception hall), allowing you and your guests to see the beauty of the property. **The Company and Property Owner are not responsible for any issues related to inclement weather on the date of your event.**

The Customer is responsible for the safety of his/her guests during their use of the facility at all times, including during severe weather. The Customer should be aware of severe weather shelter areas in the facility (interior walls of each building, excluding the boat house) and notify his/her guests of such areas should inclement weather be possible.

Cancellation Policy:

In order to be eligible for a refund, the Customer must provide the Company written or verbal notice of cancellation. The following refund schedule is as follows (cancellation time frame is from your event date):

- Twelve (12) month notice of cancellation: 30% refund of the Facility Use Fee;**
- Eleven (11) month notice of cancellation: 20% refund of the Facility Use Fee; and**
- Ten (10) month notice of cancellation: 10% refund of the Facility Use Fee.**
- With less than 10 month notice of cancellation: No refund is available and amount paid is forfeited.**

If you have not paid in full, we will calculate the amount you still owe. If this is less than your refund percentage, we will return the difference to you. The initial \$500.00 Facility Use deposit is non-refundable.

Initial Requirements and Restrictions

- _____ A. The Customer is entitled to inspect the property prior to use at event check in. The condition of the property will be inspected by a member of the Company and/or Property Owner’s staff following the event.

- _____ B. The Customer is responsible for leaving the property and parking areas free of litter. All trash must be in the trash receptacles provided during the event and when the event is completed all trash bags must be placed in the red dumpster located in the parking lot.

- _____ C. **ALL indoor areas**, including the two bedroom cabin, reception hall, boathouse, and screened in porch situated on the property are **SMOKE FREE AREAS**. Any evidence of smoking in any indoor location will result in forfeiture of the entire damage deposit. Smoking is allowed only outside the buildings. Smokers should use the ashtrays provided.

- _____ D. **Special Event Insurance.** Customer shall provide to the Company a Certificate of Insurance as a part of this agreement. This certificate must be received by the Company at least **two weeks** in advance of your scheduled event.

- _____ E. If this certificate is not provided as required, the Customer will be considered to be in violation of this agreement and shall not be allowed to hold the event on the Property until the insurance certificate is provided.

Certificates may be obtained through many dedicated event insurers such as EventHelper.com

The certificate or policy must be in the names of:

The Water’s Edge: A Wedding & Special Event Retreat, LLC

If alcohol is going to be served, Customer must acquire “Host Liquor Liability” insurance as well.

(Additional insurance requirements will be provided to the customer with initial paperwork).

- _____ F. The lakes and waterfall are **ONLY** to be enjoyed for their aesthetic beauty. There shall be absolutely **NO** use of the lakes or waterfall (i.e. wading, swimming, and boating). The waterfall area is not a play area and should not be traversed or walked upon, except for the designated foot bridge at the lower end (identified by sign).

- _____ G. **Parking.** To maximize parking in the main parking lot, use of a parking attendant is encouraged. Guests should be instructed to pull in the driveway, drive through the turn-around in front of the cabin, proceed back toward Highway 25, and park

diagonally on the left and right sides of the driveway pointed toward Highway 25. Parking spaces should be filled up by filling the spaces closest to Highway 25 first and closest to the cabin last. The main parking lot should accommodate approximately 75 cars. The south parking lot will hold approximately 48 cars.

- _____ H. ABSOLUTELY NO PARKING OR DRIVING ON THE GRASS AREAS WEST OF THE BANQUET HALL. Parking and driving should only take place in the gravel parking lots.
- _____ I. **Fire Pit Safety.** Accelerant fuels (lighter fluid, etc.) should NOT be used to ignite the fire pit, as this could potentially cause a fire to quickly flare out of control. Should the fire pit be used, Customer agrees to ignite the fire with starting materials (i.e. kindling) and matches or a lighter. Firewood should be provided by customer.
- _____ J. Customer will be held responsible for the conduct of his/her/their guests.
- _____ K. Any use of the property must be strictly in accordance with the rules and regulations set forth herein, as well as all laws and ordinances of Cape Girardeau County and the State of Missouri.
- _____ L. Any disturbances resulting in a legitimate complaint will be cause for the immediate termination of the Customer's use of the property. Future use of the property by the Customer, if granted, will be subject to any special security provisions deemed necessary by the Company and/or Property Owner.
- _____ M. The Customer agrees to hold harmless The Water's Edge: A Wedding & Special Event Retreat, L.L.C. and its management from any and all liabilities and actions by the Customer and his/her guests resulting from the use of the property and its facilities. The Water's Edge: A Wedding & Special Event Retreat, L.L.C. will not be held responsible for any loss or damage to any personal property of any kind.
- _____ N. Customer agrees to pay in full all deposits and fees required by the terms of this contract according to the payment schedule described herein.
- _____ O. Customer agrees that no fireworks of any kind, confetti, glass bottles, or loaded firearms will be allowed on the premises. Nails and screws cannot be used to put up decorations anywhere on the property.
- _____ P. Tents may not be used outside as additional covered areas for guests. Camping is not allowed on the premises.

My/Our signature/s below signifies that:

I have read the above Facility Use Agreement and the Conditions, consisting of six (6) separate pages, and will abide by all provisions stated herein. I understand that any discrepancy, damage or violation of the conditions by me or any of my guests may result in the loss of my damage deposit, immediate termination of privileges under this lease, and/or potential criminal/civil charges.

Signature of Customer: _____ Date: _____

Signature of Customer: _____ Date: _____

Signature of Property Manager: _____ Date: _____

*Member, The Water's Edge:
A Wedding & Special Event Retreat, LLC*

If you should have any questions or concerns prior to your event, please contact Amy Robinson at (573) 275-4390 or by e-mail at amy@thewatersedgeretreat.com.

THANK YOU FOR YOUR BUSINESS!