



Sweet Pecan Farms Facility Use Agreement

This Facility Use Agreement is hereby entered on **February 2, 2020** between Sweet Pecan Farms by The Water's Edge (the "Property Owner"), and **Michelle & Trevor** (the "Customer").

Pursuant to the terms in this agreement, Customer agrees to lease all or part of the facility, which is comprised of the barn, cabin and outdoor grounds, located at 7775 Highway 25, Cape Girardeau, Missouri (the "Property"), from

Friday, July 10, 2020 at 8 a.m. through

Sunday, July 12, 2020 at 11 a.m. for a fee of

\$5,500.00 plus applicable Missouri sales tax, subject to the leasing conditions listed in this agreement.

Barn: July 10 – 12, 2020 _____ (Days)

Cabin: July 10 – 12, 2020 _____ (Days)

Facility Use Conditions

Payment:

Please make all payments to “**Sweet Pecan Farms.**” 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 **June 10, 2020.**
(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.

Changes to event dates cannot typically be made, but any changes made 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 ceremony use and 250 folding chairs for reception use.
- 30 – 60 inch round tables for indoor use.
 - **(Tablecloths are required, but are not included in this agreement.)**
- 21 – 8 foot tables for inside use.
 - **(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.
- Outside areas of the facility are strictly for pictures. All arrangements for the ceremony and reception must be done inside the barn. Tents may not be used outside as additional covered areas for guests.
- **Wedding guests must use the bathrooms in the barn. 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.

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. Music may only be used inside the barn.

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: June 26, 2020.

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 a ceremony is 250 people. Maximum capacity of the property for a reception is 300 people in the middle section of the barn and 90 people in the ceremony section of the barn.

Inclement Weather:

The Company and Property Owner are not responsible for any issues related to inclement weather on the date of your event.

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.**

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 dumpster located in the parking lot.
- _____ C. **ALL indoor areas**, the two bedroom cabin and barn 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:

Sweet Pecan Farms by 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. **Parking.** To maximize parking in the main parking lot, use of a parking attendant is encouraged. **ABSOLUTELY NO PARKING OR DRIVING ON THE GRASS AREAS.** Parking and driving should only take place in the gravel parking lots.
- _____

G. Customer will be held responsible for the conduct of his/her/their guests.

_____ H. 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.

_____ I. 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.

_____ J. The Customer agrees to hold harmless Sweet Pecan Farms by The Water's Edge 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. Sweet Pecan Farms by The Water's Edge will not be held responsible for any loss or damage to any personal property of any kind.

_____ K. Customer agrees to pay in full all deposits and fees required by the terms of this contract according to the payment schedule described herein.

_____ L. 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. Only floating candles are permitted.

_____ M. Outside areas of the facility are strictly for pictures. All arrangements for the ceremony and reception must be done inside the barn. 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, Sweet Pecan Farms
by The Water's Edge*

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!