

Please fill out and return the Contract and Hold Harmless Agreement release as described below:

This contract is effective on this _____ day of _____ 20_____

Between User(s) _____ and Ceilidh & Moor, LLC (C&M) for User to use of the premises at 212 SH 37 C, Massena, NY (Premises) under the following terms and conditions:

User Fee amount _____

Names (please print) _____

Address _____

Phone: (Home) _____ (Work) _____ (Cell) _____

E-mail address: _____

Number of Guests (approximately) _____

Event Start and End **Date/Time:** _____Set Up Start & End **Date/Time:** _____Take Down Start & End **Date/Time:** _____

Owner: Timothy and Lorna Burley, 315-244-2082 Mobile, 27 Nightengale Ave Massena NY 13662, taburley@gmail.com or lorna.burley@gmail.com.

Payment

Your preferred rental date can be held for up to ten (10) days without payment. A \$250.00 **RESERVATION HOLD** payment is required to reserve the date. ***The balance of your facility rental fee is due no later than sixty (60) days before your event date.*** Cancellation **less than six (6) weeks** from the event will result in loss of **RESERVATION HOLD** payment.

No set up of your event may begin until full payment has been made. In the event, User fails to pay the User fee as set forth above, C&M may cancel this agreement and all prior deposits shall be forfeited.

Security Deposit

Facility User is liable for any damages to the facility, equipment, and grounds. In addition to the User fee set forth above, a **\$250.00 security deposit, unless waived**, is required to cover the cost of repair for any damages to the Premises caused by User, their invitees, guests, or contract labor (i.e. caterer, florist, decorator, etc.) The deposit will be returned to the User at the address above after the area used is inspected for damage. Should damages exceed the deposit, the User will be billed for the balance, with full payment expected within thirty (30) days after the event. Any damages not reimbursed within the thirty-day time period shall accrue interest at the rate of one- and one-half percent per month. The user shall be responsible for all C&M's costs to collect any sums due and owing under this agreement including reasonable attorney's fees. The facility has security cameras and pre-use photos will be taken prior to your event to aid in assessment of damage should any occur. This is to protect the interests of

both parties in this agreement. Photos taken in advance will be date/time stamped the day before the event and will be advanced prior to the event via e-mail. You are encouraged to take your own photos if you wish. ***The security deposit fee is due no later than sixty (60) days before your event date.***

Cancellations, Date Changes and Refunds

The originally agreed upon block of time is binding and *any changes in date (unless approved by owner) or cancellations of date will result in loss of all RESERVATION HOLD deposit previously made.*

Accommodating requests for date changes is subject to availability. After the contract has been signed, a cancellation or change of date will be accepted in writing only.

C&M are not responsible for any “acts of God” or terrorist acts which make it impossible to hold your event at the site. If the Premises becomes unstable due to an “act of God” or terrorist act, or unlikely event the barn terminates doing events, C&M cannot be held responsible for any additional costs or difficulties this causes to the User. All Deposits held will be returned in the event of an “Act of God” within 14 days if the facility is deemed unfit for occupancy because of such Act.

If C&M must cancel this agreement, in no event will C&M be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User’s inability to use the Premises, even if C&M has been advised of the possibility of such damages.

Smoking and Fires

No smoking or vaping is allowed in the barn. Smoking is allowed in designated areas away from barns. All cigarette butts must be placed in appropriate receptacles. The facility has integrated fire and smoke alarming that when activated will result in the fire department coming to protect the occupants and the facility. There is a \$100 Fee for **false alarming** that results in the fire department being called to the facility and it is determined to be the result of a guest or vendor at the facility.

Decorations

No candles or lanterns are allowed inside the barn. **No nails, staples or tacks may be used when decorating unless by approval of C&M.** User is responsible for removal of any other decoration adhesive or string used while decorating. No spray paint, glitter or rice. User must inform Owner of decoration plans for approval. No electrical work may be done to the barn, unless by a qualified electrician approved by Owner. The owner can supply ladders for use in decoration. No rice may be thrown at the event; only birdseed, bubbles, etc. are approved on the grounds.

Times

The Premises is available for guests for the time stated above on the day of the scheduled event. The latest music and festivities can occur is eleven (11pm). If the User chooses to go beyond the time allotment, it will be charged at a rate of **\$150 per hour**, which User agrees to pay.

Set-Up/Take Down

Your User fee covers cleaning and appearance of grounds before your event. Set up and Take Down of chairs, tables, etc. is the responsibility of the User. Decorations are the responsibility of the User. C&M

staff are available to help at an hourly rate. Before vacating the premises, the User/caterer must gather all trash/decorations from the barn and the grounds. All refuse is to be removed from the site. All chairs must be stacked. All spills must be thoroughly cleaned. Please leave barn in condition you found it. Failure to complete any of this will result in the loss of part or all of your security deposit, plus such additional sums as are necessary to cover any damage to the Premises. Times for set up, take-down and cleaning will be arranged with C&M prior to the event and will be confirmed in this agreement. Post event take down, cleaning, decoration removal, and refuse removal is available for **\$250.00**.

Parking

Parking is available in the field beyond the barn. No parking is allowed in front of the barn. Deliveries may park in drive in front of barn long enough to deliver equipment. NO parking allowed along NYSRT 37C. It is imperative to maintain good site distances for vehicle safety for those entering and leaving the facility.

Alcohol

All alcohol must be provided by User. No one under 21 years of age can consume alcohol on the Premises. Inappropriate behavior, exposure to liability due to excessive drinking, damage to property, injury to individuals and other such activities can result in the individual being asked to leave premises. Bartender/User must refuse to serve alcohol to intoxicated individuals. The User is responsible for calling a driver if any guest, invitee, or other individual at the event appears to be incapable of safe driving or behaves in a threatening manner.

Certificate of Insurance and Indemnification

A certificate of Insurance is required from your User's Insurance carrier naming C&M and Owner as an additional insured/Special Event. The certificate needs only to be for the one-day event, and the limit should be greater or equal to \$500,000 of coverage. If you do not have Homeowners or Users Insurance, a one-day premise policy can be purchased.

User agrees to hold harmless, indemnify and defend C&M (includes Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of C&M and/or the Owner (including C&M's and/or Owner's agents, employees and representatives) or otherwise.

General

At least one representative from C&M will be on Premises during event to assist with any problems or questions that may arise.

Any reference to the Premises includes reference to any property of C&M and/or the owner of the premises, including furniture and equipment.

C&M's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

In the event, any provision or portion of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision or portion of provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

This Agreement sets forth the entire agreement and understanding between the parties pertaining to the subject matter other than as expressly provided in this Agreement. No modification or amendment of this agreement shall be valid unless in writing and signed by C&M.

In entering this agreement, the User acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the Premises. This agreement will constitute permission to applicant to gain access to the Premises for the purposes set forth herein.

This agreement may be terminated by C&M for any violation of the terms and conditions herein by the User, in which event the User shall vacate the Premises.

User has read all the above terms and conditions and agree to comply with the same. User understands that any deposit may be forfeited and/or User may be billed for any additional expense should any of the policies be ignored or abused or if any damages are a result of my use of the Premises.

The User may not assign this agreement or its right, title or interest therein without the express written consent of C&M.

User agrees that it will not use the facility for any unlawful purpose and will obey all laws, rules, regulations of all governmental authorities while using the Premises.

User shall be responsible for all C&M's costs to collect any sums due and owing under this agreement including reasonable attorney's fees.

User affirms that they have visited and toured the facility and recognizes that as an agri-tourism facility it has feature that have been retained to reflect its prior use as a working dairy barn. There are imperfections in the structure such as unlevel concrete floors, low height beams, etc. that were features of a working dairy barn and have been retained to reflect the nature and character of the adapted barn structure. Further, now, there is no special access to accommodate handicap access to the Loft and Mezzanine Areas of the venue. All access to upper levels is by way of stairs.

Please make all checks payable to: Ceilidh & Moor, LLC.

User hereby agrees to the above terms this ____ day of _____, 20____.

_____ User Signature

Lorna M. Burley Ceilidh & Moor, LLC Signature