

# Bandy's Pumpkin Patch, LLC

15020 Pumpkin Patch Rd Johnston City, IL 62951 \* 618-983-8676 \* [bandyspumpkinpatch@gmail.com](mailto:bandyspumpkinpatch@gmail.com)

This contract defines the terms and conditions under which Bandy's Pumpkin Patch, LLC (hereinafter referred to as Bandy's), and \_\_\_\_\_ (hereafter referred to as the Customer) agree to the Customer's use of the Bandy's facilities on \_\_\_\_\_ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Bandy's Pumpkin Patch, LLC and the Customer.

Customer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address: \_\_\_\_\_ Contact Person Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Proposed Event: \_\_\_\_\_

Approximate Number of Guests: \_\_\_\_\_ Date of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

After receipt of your deposit and signing of this agreement, the venue described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents, or sub-contractors resulting from your use of venue.

## **Rental Deposit and Payment Agreement**

**RESERVATION PROCESS:** A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted to confirm use of Bandy's facilities and hold your desired date of reservation. A deposit of ½ of your total event is due upon the signing of this agreement.

**EXCUSE OF PERFORMANCE (Force Majeure)** The performance of this agreement by Bandy's is subject to extreme weather events, war, government regulations or advisory, disaster, fire, accident, or other casualty, strikes or threats of strikes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Bandy's. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to Bandy's will be returned to Customer within thirty (30) days or Bandy's will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

**CANCELLATION POLICY:** In the event customer cancels the event, customer shall notify Bandy's immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.

Cancellation of an event may be made with 2 weeks or more notice for a full refund of deposit.

Cancellation of an event with 48 hours to two weeks' notice will be given a refund of ½ the deposit.

Cancellation of an event with less than 48 hours will result in a forfeit of the entire deposit as liquidated damages.

**The Rules and Conditions for Usage of Bandy's are incorporated herein and are made a part hereof.**

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# RULES AND CONDITIONS FOR USAGE

## (Alphabetized)

**ALCOHOL ON PREMISE:** *Bandy's has a strict no alcohol policy unless you have obtained event insurance.* Bandy's will not provide or sell ANY alcoholic beverages. – It is understood and agreed that the Customer may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. Customer hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Customer hereby expressly grants to Bandy's sole discretion and option, to instruct the customer to remove any person(s) from the Venue, if in the opinion of the Bandy's representative in charge the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue. Law enforcement may be required if the request to remove a person is not met immediately.
5. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.
6. Proof of event insurance is required before the event is held or we reserve the right to terminate this agreement and retain the deposit as agreed liquidated damages.

**Event Insurance Recommendation:** **Bradley J Woolcott LUTCF of Country Financial 618-364-3808** located at 704 E. DeYoung Street, Marion, IL 62959. This is the company that insures Bandy's and he has a thorough understanding of our business and will be able to help you obtain exactly what you need to hold your event safely at Bandy's. You may use any insurance company you prefer.

**BONFIRES:** There are two bonfire areas for use. A Bandy's employee will light, maintain, and resupply any fire with wood. Event goers are NOT to put wood on the fire and NO garbage, boxes or any objects are to be burned in the fire pits. It will be the responsibility of the parents to tend to children around bonfire areas. Our fire pits are a 6' wide enclosed circle and are as safe as they can be. Please do not allow children to play in or around fire pits. Even if not currently burning, the underlying ashes can be hot.

**CANDLES:** The use of any type of flame is prohibited in all buildings and throughout the site. The "flameless candles" which are battery operated are permitted for use. If the event is to be a wedding the lighting of a unity candle will be permitted during the ceremony. Candles on cakes are also permitted.

**CHILDREN:** There have been times we have had guests at the farm whose children were not properly supervised. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand the rules.

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**CLEAN-UP:** Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents, and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Bandy's. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Bandy's is not responsible for any property left behind by Customer, Customer's guests, invitees, agents, and sub-contractors. The Customer is responsible for any and all damages to Bandy's Venue and surrounding site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

**COURTESY PROTOCOL:** Bandy's reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately. Please keep in mind when inviting guests to your event, that you are inviting them into our home. We will expect visitors to conduct themselves in a mature, responsible manner. Hate speech and aggressive behavior of any kind will not be tolerated.

**DATE CHANGES:** Changes: In the unlikely event the Customer is required to change the date of the event or Wedding, every effort will be made by Bandy's to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that Bandy's is not responsible for these compromises in quality.

**DECORATIONS:** Only pushpins and tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations, or construction must be pre-approved by Bandy's. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest unless special arrangements have been made between the Customer(s) and the venue. All other decoration must be freestanding. Nails and staples are not permitted at any location. Note – The use of birdseed is permitted only outside for wedding and reception farewells. Rice, confetti, glitter, pyrotechnics, sparklers are not permitted inside or outside the facilities.

**DELIVERIES / DELIVERY TRUCKS:** Please coordinate with Bandy's. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

**ELECTRICAL OUTLETS:** All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

**EVENT ENDING TIME:** All events must end by 10:00 PM to comply with Township/County sound ordinances and in order to allow for clean-up and closure of the site by 12:00 AM.

**EVENT SET-UP LIMITATIONS:** 1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event or within the rental agreement time. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents, and sub-contractors. 2. Rental items must be picked up and returned by end of rental term. 3. Music (DJ or live music) must stop no later than 10:00 PM 4. All guests must be off the Bandy's premises no later than 10:30pm the day of the event (except clean-up crew, with all clean-up to be done by 12:00 am).

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**GARBAGE DISPOSAL:** Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Bandy's dumpster across the street from the venue.

**INDEMNITY:** Customer agrees to indemnify and hold harmless Bandy's, its officers, staff, and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

**INSURANCE:** Bandy's shall carry liability and other insurance in such dollar amount as deemed necessary by Bandy's to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third-party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Event insurance must be obtained for any event involving alcohol and proof of such insurance must be given to Bandy's 1 week prior to event.

**MUSIC AND ENTERTAINMENT:** Due to the proximity of Bandy's to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. Any complaints from neighbors or other parties may require the levels to be reduced further. Bandy's reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. Bandy's also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion. All live and other music must cease no later than 10pm. This is when the event is over and cleanup and tear down should begin.

**PHOTOGRAPHY:** The many natural settings around Bandy's are maintained and developed for the enjoyment of all events. We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception/event photograph sessions. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials. We also understand that to protect some people in certain situations, a party may not want their photos to be used. Please sign here if you do NOT wish for your photos to be used on our website/Facebook page for advertising. Customer Signature: \_\_\_\_\_

**REFRIGERATOR / FREEZER SPACE:** Bandy's has a standard residential refrigerator for Customers use. We also have a stand-up freezer which can also be utilized. Each event is responsible to provide their own ice (there is not a commercial ice maker on site). It makes sense to bring your beverages to the venue already chilled the day of the event. Caterers are expected to make their own food/beverage accommodations but may serve out of our concession stand which has upgraded electric to use for crock pots and hot beverage dispensers. We are not a kitchen in which to prepare food. All food should be prepared or cooked before entering the property.

**RENTAL SPACE CHANGES:** Bandy's has six 6' picnic tables and two 8' picnic tables and a 12' serving table available in the barn. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by Bandy's. Bandy's provides benches and picnic tables for seating. Customer is responsible for the rental of amenities above and beyond what we offer. If you wish to rent round tables or chairs, we do not supply or have these things available for rent.

**RESERVATION OF RIGHTS:** Bandy's reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Bandy's as set-forth in this Agreement are in addition to any rights or remedies which may be available to Bandy's at law or equity. Customer agrees to pay reasonable attorney's fees incurred by Bandy's associated with any breach of this agreement.

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**RESPONSIBILITY AND SECURITY:** Bandy's does not accept any responsibility for damage to or loss of any articles or property left at Bandy's prior to, during, or after the event. The Customer(s) agrees to be responsible for any damage done to Bandy's venue or site by the Customer(s), his guests, invitees, employees, or other agents under the Customer(s) control. Further, Bandy's shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Bandy's for any such loss, damage, or injury of claims and demands against Bandy's for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Bandy's free and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

**SIGNAGE:** You may post your group's sign or hang balloons at the front entrance on Pumpkin Patch Rd, but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

**SITE VENDORS:** 1. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines. 2. All event trash must be disposed of in the designated areas at the conclusion of the event. 3. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

**SMOKING:** Bandy's is a non-smoking facility. Smoking is not allowed inside the barn or in any of its buildings. It is ONLY allowed outside, and butts are to be disposed of properly not thrown on the ground. Ash-buckets will be provided, and smoking permitted in the outside areas only.

**WEDDING CEREMONIES:** Customer is responsible for providing ceremony coordinator, officiate, ceremony music and sound system.

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**CONTRACT AND GUIDELINES AGREEMENT:** I have read and understand the policies concerning events held at Bandy's and have initialed each page. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines. By signing below, I am acknowledging that I have read, understand, and agree to the terms of this agreement.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bandy's Representative: \_\_\_\_\_ Date: \_\_\_\_\_