

COUNTRY VIEW ACRES, L.L.C. Rental Agreement and Liability Form.

Main event date: _____, year _____

The undersigned (Renter) desires to rent the facilities and/or assets of Country View, L.L.C. for the intended use described below at the agreed upon rates (plus applicable taxes). The Renter is permitted to rent the facility and/or assets, as set forth in the terms and conditions detailed in the Agreement.

Intended Use: (Check all that apply)

- _____ rehearsal
 - _____ rehearsal supper
 - _____ ceremony
 - _____ reception
 - _____ business event
 - _____ personal event
 - _____ other (specify below)
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In consideration of mutual promises and set forth in this agreement, Country View Acres, L.L.C. and the Renter agree as follows:

1. Facility Rental, Security Deposit:

a. Event Pricing for 2019; **Thurs-Fri: \$5,000** **Sat-Sun: \$6,000** **Weekend: \$7,000**

b. **For a Friday Wedding:** Access to the site is provided from 10:00 A.M. to 10:00 P.M. on Thursday for decorating and rehearsal. On Friday, access to the site is from 9:00 A.M. to 2:00 A.M. on Saturday. Clean-up must be completed by 2:00 A.M. on Saturday.

For a Saturday Wedding: Access to the site will begin at 9 A.M. Saturday and end at 2:00 A.M. Sunday. Clean-up must be completed by 2:00 P.M. Sunday.

For Weekend Access: You may have access to the site beginning at noon on Friday for rehearsal and decoration until 10:00 P.M. Access to the site will resume 9:00 A.M. Saturday until 2:00 A.M. Sunday. Clean-up is to be completed by 2:00 P.M. Sunday.

*Additional access may be available upon special agreement if Country View Acres, L.L.C. staff is available. This will be determined at least 1 week prior to the event.

c. Rental includes only the "intended use" of facilities indicated above and specified business assets and equipment at the facility detailed below. The Renter agrees that

such use shall be in accordance with this Agreement and all rules and regulations established by Country View Acres, L.L.C.

- d. Upon signing this agreement, the Renter shall pay Country View Acres, L.L.C. one-half of the aforementioned sums as a NON-REFUNDABLE deposit to reserve the date and use of the facility. This deposit shall be applied toward the total charges for the use of the Facility.
- e. If the event is cancelled at any time prior to the scheduled usage for any reason, the deposit is NON-REFUNDABLE and shall be retained by Country View Acres, L.L.C.
- f. If the event is cancelled within 7 days of the scheduled usage time by the Renter, the full amount of the rental fee and other applicable charges will be due and payable. Country View Acres, L.L.C. reserves the right to cancel the event if the Renter has failed to comply with this Agreement or fails to make final payment seven days prior to the event.
- g. Final payment and settlement of all charges plus applicable taxes and a \$500.00 security deposit shall be paid to Country View Acres, L.L.C. no later than seven calendar days prior to the beginning of the event. Deposit will be returned if nothing is damaged, stolen, or broken.
- h. Country View Acres, L.L.C. shall be entitled to recover all unpaid fees and charges from the renter plus cost of collections, including reasonable attorney fees.

2. Detailed charges:

Friday Wedding Package: \$5,000
Saturday Wedding Package: \$6,000
Weekend Package: \$7,000

\$ _____

*Every package for 2019 includes use of the ceremony site, if desired, reception building and parking. It includes: seating, tables, and standard white table cloths. The following is also included: basic event set up (tables, chairs and linens; not decorating), and tear down by Country View Acres, L.L.C. Country View Acres, L.L.C. clean-up duties include tables, chairs, table cloths, and bathrooms. Renter provides clean-up of their personal decorations, items in the changing rooms, and will place garbage and trash on the premises (including the acreage, parking lot, and shed) in provided dumpsters or garbage cans.

Additional charges: If ceremony site is utilized and additional seating is needed, renter agrees to pay the rental fee for additional chairs.

If other amenities or services are required, Renter should list below and an appropriate charge will be quoted and charged at final invoice: _____

TOTAL: \$ _____ (plus applicable taxes)

- 3. Country View Acres, L.L.C.** will provide a bar and bartenders for the event. All bar proceeds will be paid to Country View Acres, L.L.C. Only alcohol purchased from Country View Acres, L.L.C. will be allowed on the premises.
- 4. Assumption of Risk and Liability:** The Renter accepts and assumes all risks of personal injury, property damage, or loss of personal property, and any liability associated therewith, arising from or in any way related to the Renters use of the facilities.
- 5. Release:** The Renter fully and forever releases and discharges Country View Acres, L.L.C. and its owners, managers, employees, agents, successors and assigns (hereinafter collectively referred to as the “released parties”) from any and all claims, demands, actions, causes of action, damages, costs and expenses, whether known or unknown, on account of, or in any way relating to personal injuries, death, or property loss or damage arising from, related to, or in any way connected with the Renter’s use of or presence on the Facilities. The “Renter’s use of or presence on the Facilities” includes the Renter and the Renter’s guests, family visitors, invitees, employees, contractors, sub-contractors, agents, licensees, permittees, and trespassers.
- 6. Indemnification:** The Renter agrees to indemnify and hold forever harmless the released parties from any and all loss, liability, damages and costs, including attorney fees, that the released parties or any of them or their property may sustain as a result of the occurrences, claims, demands, causes of action or judgements related to, or in any way connected with, the use of or presence upon the Facilities by the Renter or the Renter’s guests, visitors, invitees, permittees, trespassers, employees, contractors, sub-contractors, agents or arising from, related to, or in any way connected with the Renter’s use of presence upon the Facilities.
- 7. Compliance with applicable law:**
 - a.** The Renter agrees to comply with all federal, state and local laws, regulations and ordinances applicable to the Renter’s use of the Facilities.
 - b.** In addition, the Renter shall comply with all state and local laws, rules and ordinances governing the consumption of alcoholic beverages.

- c. If guests are not following safe practices and CVA staff asks them to stop and they continue, renters will be asked to solve the problem or the guest(s) will be asked to leave.

8. Clean-up, damage to facilities, damage deposit:

- a. Country View Acres, L.L.C., as part of this Rental agreement, will conduct clean up after the end of the rental period as stated above.
- b. The Renter shall be responsible for any theft or damage to the facilities or its fixtures, furniture, appliances, equipment, buildings, plants, trees or grounds occurring during, or as a result of, the Renter's use of and presence on the facilities.
- c. The damage deposit will be returned within 14 days of site rental, if the facilities are left in the same condition, after clean-up, as existed prior to the Renter's use. Otherwise the deposit will be used for the costs of repair, or replacement of damaged, stolen or missing items.
- d. If the deposit is not sufficient to cover such costs, any remaining amount will be billed as an additional charge under Paragraph 1 above.
- e. The replacement value of any stolen, missing, broken or damaged items will be used to calculate the amount due.
- f. Repair costs will be calculated at \$25.00 per hour if conducted by Country View Acres, L.L.C. and actual cost of invoices, plus 10%, if repairs are completed by other parties or contractors.

9. Photographs: Renter agrees to let Country View Acres, L.L.C. use photographs taken by Country View Acres, L.L.C. staff and renter's photographer (if authorized by photographer) for marketing and publication.

10. Seven Days prior to the event: Renter must pay all final amounts due, including the security deposit. In addition, renter must notify Country View Acres, L.L.C. of all items renter intends to utilize for the event and the number of guests expected, to ensure we have time to prepare.

Date of Agreement: _____

Country View Acres, L.L.C. Renter's Legal Name (Print) _____

Renter's Signature: _____

Additional Contact Info (optional):

Email Address: _____

Cell Phone: _____

Significant Other's Name & Contact Info: _____

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