

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

Main event date: _____, _____

Names: _____

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. 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
-

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 ; **Thurs-Fri: \$6,000** **Sat-Sun: \$7,500** **Weekend: \$9,000**
Deposit: \$3,000 Deposit: \$3,750 Deposit: \$4,500

- b. **For a Friday Wedding***: Access to the site is provided from 9:00 A.M. to 9:00 P.M. on Thursday for decorating and rehearsal. On Friday, access to the site is from 9:00 A.M. to 12:00 A.M. on Saturday. Clean-up must be completed by 12:00 A.M. on Saturday.

For a Saturday Wedding*: Access to the site will begin at 9:00 A.M. Saturday and last until 12:00 A.M. Sunday. Clean-up must be completed by noon on Sunday.

For Weekend Access*: Renter may have access to the site beginning Friday from 9:00 A.M. until 9:00 P.M. Access to the site will resume 9:00 A.M. Saturday until 12:00 A.M. Sunday. Clean-up is to be completed by noon on Sunday.

Off Season Wedding*: Weddings from November- May will be given access from Saturday at 9 A.M. until Sunday at noon = \$6,300. (\$3,150 deposit). Or Friday at 9 A.M. until Sunday noon for \$6,800 (\$3,400 deposit). Regular pricing options begin Memorial Day Weekend.

*Vendors including DJ's need to be out by midnight on ceremony night.

*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.

Additional costs may be incurred.

- 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. a NON-REFUNDABLE deposit (half of desired package) 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 90 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 thirteen 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: \$6,000

Saturday Wedding Package: \$7,500

Weekend Package: \$9,000

Off Season Wedding: \$6,300 or \$6,800

*Every package includes, if desired, use of the changing rooms, ceremony site, reception building and parking. It includes: seating, tables, and standard white table cloths. The following is also included: basic event layout set up; not decorating. And most clean up/tear down by Country View Acres, L.L.C. Renter provides clean-up of their personal decorations, items in the

changing rooms, and will place garbage from the changing rooms (including the acreage, parking lot, and bins) in provided dumpsters or garbage cans.

Additional charges (subject to change):

- _____ \$25 charge for using CVA's gas grill during rehearsal.
- _____ \$100 charge for having a CVA staff member provide & pop popcorn during your event.
- _____ \$200 charge for before wedding shuttle (1 hour before ceremony)
- _____ \$300 charge for after wedding shuttle (last shuttle no later than 12:00 midnight)

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

*These additional charges do not need to be paid with venue deposit. They will be charged during finalization meeting (thirteen days before event).

TOTAL: \$ _____

- 3. Alcohol:** Country View Acres, L.L.C. will provide a bar and bartenders for the event. A 5% gratuity will be added to hosted bar tabs. 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 including bins (changing rooms) and parking lot. Renters will be charged a fee if outside alcohol is found. A charge of \$75 will be assessed for each incident requiring clean-up of bodily fluids inside CVA, the bins, or bus. If renter would like a bartender for the Rehearsal on Thursday/ Friday night, Country View Acres, L.L.C. will provide one for 3 hours.
- 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 judgments 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. No extra garbage can be generated on your clean-up day (food, wrapping paper, boxes). Boxes that you used to transport items need to be taken home.
- 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 future marketing and publication.

Signature: _____

10. **Thirteen days prior to the event:** Renter must pay all final amounts due. 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 Country View Acres, L.L.C. has time to prepare.

Date of Agreement: _____

Renter's Legal Name (Print) _____

Renter's Signature: _____

Email Address: _____

Cell Phone: _____

Address: _____

Significant Other's Name & Contact Info: _____

Owners: Warren Brackey (641-590-1184) Sara Brackey (641-590-5960)

Bar manager/marketing: Josie Cotter (641-590-6105)

Mailing address: 4207 Cedar Ave. Joice, IA 50446