



**DEFINITIONS:**

“**Event**” is the wedding, event, meeting, banquet, reception, etc.

“**Center**” is the Barn at Pine Mountain, LLC

“**Caterer**” is the person or business providing food and beverage

“**Renter**” is the person, corporation, entity, organization or association contracting with the Center for the Event.

**PAYMENT POLICY**

The **Center** will accept a local check, cash or credit card.

\*Credit cards payments add a 2.75% processing fee if card is present. Add 3.5% if card is not present

\*\*Any returned checks or insufficient fund returns on credit/debit card transactions will be charged a \$30.00 insufficient fund fee.

Final payment is due thirty (30) days prior to the **Event**. The **Center** reserves the right to refuse use of the facility and/or terminate any scheduled **Event** if the payment schedule as outlined below is not followed.

Fee Schedule:

9 months prior to Event	25% of remaining balance due
6 months prior to Event	50% of remaining balance due
3 months prior to Event	75% of remaining balance due

Remaining 25% of total is due within 30 days prior to event. Scheduling an **Event** within 30 days, 100% is due at time of booking and is nonrefundable.

**Renter Initial:** \_\_\_\_\_

**RENTAL OF FACILITY**

The rental period begins at 8:00 a.m. on the day of the event and ends at midnight on the day of the **Event**. Rental period does include 4 hours of Rehearsal or Decorating Time prior to the day of the **Event**. The date and time of the 4 hour Rehearsal or Decorating Time prior to the **Event** is in the sole discretion of the **Center**. **If renter needs access to the Center outside of the rental period and the 4 hour of Rehearsal and Decorating Time, then Renter will be charged a pro-**



**rated \$150.00 an hour fee.** The ending time for any **Event** shall not exceed 12 midnight, except on special occasions, i.e. New Year's Eve and special arrangements have been approved in writing by the Center.

**Renter Initial:** \_\_\_\_\_

### **PARKING**

The **Center** has allocated parking at no charge to the **Renter** and their guests. The **Center** is not responsible for theft, damage or any valuables left in vehicles on the premises. **No vehicles may be left overnight on the premises.**

**Renter Initial:** \_\_\_\_\_

### **CLEANUP**

In the event any trash, debris, empty bottles or bottle caps, can or can tabs, cigarette butts, confetti, pools of liquids, etc. left on site, a minimum of \$150 will be deducted from the security deposit. An area for trash is provided at the center but all trash **MUST** be in trash bags. The premises must be vacated by 12 a.m. the following day of the Event or a \$150 per hour fee will be taken off the Credit Card on file for each hour or part thereof for cleanup.

**Renter Initial:** \_\_\_\_\_

### **HEATING AND COOLING**

The Barn at Pine Mountain is heated and cooled, however during periods of extreme temperature it can sometimes be difficult to maintain the desired temperature in the Barn. Since the Barn is a large open space with multiple doors, it is important to have realistic expectations about heating and cooling the Barn. During the set up period of any event many vendors/family members, etc. will be unloading items and bringing them into the Barn. Just like in your home, when the doors are opened frequently or left ajar for extended periods, the heating and cooling becomes less effective in that space. To help alleviate this possible problem, it is advisable to use just one or two doors for entry into the Barn and to close them as soon as practical afterwards.

**Renter Initial:** \_\_\_\_\_



**DEPOSITS, REFUNDS AND CANCELLATIONS**

- 1) Reservations will be considered binding upon receipt of \$500.00 booking fee and this Contract signed.
- 2) **Renter** will be required to have on file with the Center a valid credit card for to cover any late vacate fee, extra hours fee, damage, cleanup and late payment charges, if any. Said charges will be charged to the credit card on file no later than 10 days following an event.
- 3) Cancellation:
  - In the event of a cancellation, the \$500.00 booking fee is non-refundable at all times.
  - In order to provide the Center ample time to re-book the date, our cancellation policy stands as follows:
    - If the **Event** is cancelled more than 6 months prior to the reservation date, any and all payments made, excluding the booking fee will be refunded.
    - If the **Event** is cancelled **6 months** prior to the reservation date, the charge will be **25%** of the rental fee.
    - If the **Event** is cancelled **5 months** prior to the reservation date, the charge will be **50%** of the rental fee.
    - If the **Event** is cancelled **4 months** prior to the reservation date, the charge will be **75%** of the rental fee.
    - If the **Event** is cancelled **3 months** prior to the reservation date, the charge will be **100%** of the rental fee.

- Cancellation must be received and confirmed by phone call to director of the Center and emailed to <director@thebarnatpinemountain.com> Any modification of this rental agreement must be put in writing and signed by both the Renter and the Center

The Center will not accept any reservation until the Renter has had an opportunity to tour the facility in order to prevent cancellation of reservations based upon suitability of premises for the Event.

Renter Initial: \_\_\_\_\_



**CANCELLATION OF EVENT BY THE CENTER**

The **Center** has the right to cancel an **Event** up to the reserved date. The **Center** shall not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly from circumstances that are beyond its control. Such circumstances shall include, without limitation, acts of God, weather, storm, road conditions, acts of civil war, civil commotion, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accidents, fires, water damage, floods, earthquakes, or other natural catastrophes, or any causes determined by the Center (in exercise of fair discretion) to be beyond the reasonable control of the **Center**. The **Center** will make every effort to reschedule an Event based upon availability.

**Renter Initial:** \_\_\_\_\_

**CATERING**

If food and drink are provided to an **Event** by a Caterer, the Caterer must be approved and registered with the Center. All Caterers, including but not limited to family members who are providing food and drink for an **Event**, **MUST** register with the Center and sign an Indemnity and Hold Harmless Agreement and if licensed provide a current copy of the license. Caterers are responsible for preparations and clean up to the specifications of Arkansas State Law regarding food preparations, storage, and handling. The **Center** is not responsible for personal property and equipment brought onto the property by the Caterer and /or his/her agents, employees or guests.

**Renter Initial:** \_\_\_\_\_

**PERSONAL PROPERTY OF RENTER**

The **Center** is not responsible for any personal property and equipment brought on the property by the **Renter** and/or his/her agents, employees or guests.

**Renter Initial:** \_\_\_\_\_

**SET UP/DÉCOR**

We do not allow posters, pictures or other items to be hung on the walls without prior approval. If items are hung on the walls and damage occurs the **Renter** agrees to pay to have the walls repaired.



**Absolutely no nails, screws, tacks, duct tape or any other kind of adhesive or devices are allowed on the walls, wooden columns or staircase banisters.**

- **Damage fees are \$25.00 per hole in the wall, wooden column or staircase banister.**

No items are to be allowed to be hung or attached to the ceiling or the entry hall beams. No doors are to be allowed to be removed from the frame or hinges.

Only dripless candles or candles in approved containers may be used with approval from the Center's Coordinator. Open flame candles are not allowed UNLESS the floor immediately under the candles is covered with a protective covering, i.e. plastic or the candles are in a votive that totally encases the candle and flame

No bubble or smoke/fog machines are allowed to be on the premise.

Animals are not allowed on the premises, unless they are service animals or by special arrangement.

Sparklers are to be used in a designated area only.

Any "out of the ordinary" wedding day activities (i.e. dogs participating in the ceremony, horse drawn carriages, helicopters coming in, fireworks, etc.) must receive written clearance in advance by the **Center**.

**Center** has décor items that can be rented on a per item basis. See list of available items.

**Renter Initial:** \_\_\_\_\_

### **BAR**

You may provide beer and wine, including but not limited to, sparkling wines and Champaign, to your guests, but under no circumstances are you allowed to sell said beverages in exchange for monetary value or services. **NO HARD LIQUOR OR SPIRITS ARE ALLOWED ON THE PREMISES.** Alcoholic beverages maybe denied to those guests who appear to be intoxicated or do not have proof of being legal age. No employee or agent of the **Center** will assist in serving or handling the alcoholic beverages.

If you are providing beer and wine to your guests you **MUST** have a Bartender. The **Center** has a list of persons who are employed as Bartenders in this area that you **MUST** contact and hire for your **Event**. **Renter** will be solely responsible for hiring and paying of their Bartender. Under no circumstances are family members or guests allowed to be the "Bartender". **Renter** must use Bartender from the list given by the **Center**.

**NO COOLERS OR FLASKS ARE ALLOWED ON THE PREMISES. ANY GUEST FOUND CONSUMING ALCOHOL FROM A COOLER IN THEIR CAR OR FROM A FLASK WILL BE ASKED TO LEAVE THE PREMISES.**



If you intend to serve alcoholic beverages, the **Renter** is required to carry separate Event insurance policy. If you intend to serve alcoholic beverages, the **Renter** agrees to have the alcoholic beverages to the **Center** four (4) hours before the start of the event for inspection by the **Center**.

If the **Center** finds that alcohol is being used, served or consumed without benefit of the **Renter** complying with the above stated rules, then the **Renter** MUST stop the alcoholic consumption immediately or the **Center** representative has the right to suspend the **Event**, without benefit of any refund on behalf of the **Center**, including but not limited to the security deposit, and all persons will be asked to leave the property immediately.

**In the event alcohol is consumed, used or served on the premises without Event policy insurance in place, whether the Center suspends the event or not or the offending party(s) is asked to leave, a security deposit of \$1000.00 will be charged to the credit card on file.**

**A Center representative has the right during an Event to suspend the serving of alcoholic beverages should it appear to cause a disturbance or endanger the property.**

**Renter Initial:** \_\_\_\_\_

#### **FURNISHINGS**

Furnishings belong to the **Center** and are not to be removed from the Center's facility for any reason.

**Renter Initial:** \_\_\_\_\_

#### **PUBLIC SAFETY**

**Renter** is prohibited from blocking any emergency exits. If, in the judgment of a representative of the **Center**, an **Event** becomes disruptive for whatever reason (i.e. excessive noise, risk of property damage or risk of personal safety) and the **Renter** has not stopped the disruption after being asked to do so, the representative of the **Center** has the right to suspend the **Event**, without benefit of any refund, including but not limited to the security deposit, and all persons will be made to leave the premises immediately. The **Center** requires two (2) contact person who will be at the event at all times to be used in the case a disruptive situation arises. The **Center** will require mobile numbers for each person the **Renter** has provided.



Renter Initial: \_\_\_\_\_

### TOBACCO PRODUCTS

Smoking or use of any tobacco products is strictly prohibited anywhere within the **Center's** facility. Smoking is only allowed in the designated area and is not allowed anywhere else on the property (including fields, grassy areas and parking lot). All cigarette butts must be properly disposed. In the event, **Renter** desires to have a cigar bar, the **Center** has a list of licensed tobacco vendors that the **Renter** may purchase these products from directly and have delivered to the **Center** for a nominal courier fee.

Renter Initial: \_\_\_\_\_

### ENTERTAINMENT

All entertainment must be approved prior to the **Event** and the approval is at the discretion of the **Center**. Entertainment includes, but is not limited to band and disc jockeys. Amplified music outside the building is prohibited. Music must end at 11 p.m. The name and contact information of the DJ or band and sound technician (if there is one) that you select for your **Event** MUST be provided to the **Center** at least two (2) weeks prior to the Event.

Renter Initial: \_\_\_\_\_

### TAX

All charges are subject to Arkansas State Tax and County Sales Tax.

Renter Initial: \_\_\_\_\_

### INDEMNIFICATION & LIABILITY INSURANCE

The **Renter** shall indemnify and hold the **Center** harmless for and against all liabilities, claims, suits, damages, costs, or expenses of any kind whatsoever for any injuries, death or illness suffered by **Renter**, agents/employees of Renter, agents/employees of **Center** or guests of the Event which may be brought or made against the **Center** of which the **Center** must pay may and incurred by reason of or in any manner resulting from the **Renter** or the Renter's agent, employees, vendors,



or guests' negligence or the failure of the **Renter** or the Renter's agent, employees, vendors failure to perform any of his/her obligations under the terms of the agreement.

**Renter Initial:** \_\_\_\_\_

**LIABILITY AND INDEMNITY**

The Parties acknowledge and agree that this Article complies with the requirement, known as the express negligence rule, to expressly state in a conspicuous manner to afford fair and adequate notice that this agreement has provisions requiring one party to be responsible for the negligence, strict liability or other fault of the other party and its group. The Parties agree that the indemnity and insurance obligations contained in this agreement are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa. The Parties expressly acknowledge that the indemnity obligations set forth in this agreement shall survive the termination of this agreement.

**The Renter agrees to the terms and conditions as forth in this agreement.**

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Director of **The Barn at Pine Mountain***

\_\_\_\_\_  
*Dated*