A sign on the side of a building

Description automatically generated

**EVENT RENTAL AGREEMENT**

Thank you for choosing Tucker Creek Farm for your event. The following procedures and policies, roles and responsibilities, are put into place to help ensure your requests and our requirements are understood and agreed upon by both parties.

This Rental Agreement is made and entered into by and between Tucker Creek Farm (hereinafter "Landlord"), located at 3755 Tucker Rd., Lucas, OH 44843, (hereinafter "Venue"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Client"). Shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_ and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_

RENT AND PAYMENT Fees for the Term shall be $100.00 for 3-hour increments.

A non-refundable deposit of \_\_\_\_\_\_\_\_\_\_\_\_ is to be paid as security for the full and faithful performance by the Tenant of all the terms of this Rental Agreement required to be performed by the client. The Term of this Rental Agreement shall not be guaranteed until payment of such non-refundable sum. The remaining balance of the rental fee is due on the day of the event.

Any amount owed by client may be paid by cash, check, and/or Venmo.

Venue, in its sole discretion, may terminate this Rental Agreement upon the failure of client to pay any amount due and owed under this Rental Agreement.

The Venue may be occupied and used by client exclusively for a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Nothing herein shall give client the right to use the Venue for any other purpose or to sublease, assign, or license the Venue to any sublessee, assignee, or licensee. Client shall ensure that any guests, licensee, and/or invitee remain within the permitted areas.

Client covenants and agrees to procure any licenses and permits required for any use of the Venue, including Event Liability Insurance listing Tucker Creek Farm as an additionally insured and to include Host Liquor Liability if serving alcohol that is not provided under caterer’s liquor license. Certificate of insurance must be provided to venue no later than 30-days prior to event date.

Children must be supervised by an adult at all times while they are on the farm grounds.

All amplified sound is to cease by 10:30 PM. Event is to end no later than 11:00 PM. Client understands that this is inclusive of all cleanup and teardown of tables and chairs.

After the Term, client shall remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to the Venue in good order, repair and condition in all respects; excepting only reasonable wear and tear.

VENUE DECORATIONS & SIGNAGE The client, at its sole risk and expense, may decorate or place signage on the Venue and make such non-structural alterations and changes the client shall deem necessary. Such signage, alterations and changes shall not impair the structural soundness, diminish the value of the Venue, and shall be removed at the termination of this Rental Agreement. Client shall repair all damage occasioned thereby to the Venue.

Decorations cannot be dropped off prior to event date and must be removed from Venue by the Term. The Landlord is not liable for items left and is not able to store items before or after event.

No lite candles and/or open flames permitted in the barn or surrounding grounds. Pets are not permitted during events (exception of certified Service Animals). No pyrotechnics or paper lanterns may be used or released on the farm grounds.

ACCESS TO VENUE Setup of the Venue is the sole responsibility of the Client. Client shall respect Tucker Creek Farm, its grounds, and buildings. Client shall observe courtesy to Tucker Creek Farm staff, volunteers, guests and regular visitors. Client shall clear away all trash to the provided trash cans.

Access to the venue on event date, prior to rental start time is dependent upon availability. Pending availability, client may access venue the day before event for a rehearsal for up to two hours. Additional hours may be added for an additional fee, should guaranteed availability be preferred for rehearsal and/or setup and decorations.

DELIVERIES: Client shall inform Venue of any rental delivery or pickup times.

MUSIC AND ENTERTAINMENT: Music and loud noise will be kept at a level respectful of neighboring residents and farm operations in accordance to Monroe Township Noise Ordinance. Client shall cease loud noise and/or music and/or amplified sound no later than 10:30 PM.

FOOD AND ALCOHOL: All food and alcohol is to be served with proper permits, insurance and licenses. No sale of alcohol is permitted. Alcohol must remain within Venue area and not taken into Farm gardens, grounds or farmyard.

FOOD: Client is responsible for all actions of the caterer and should inform the caterer of rules and regulations concerning the use of the farm grounds. No food is to be prepared on the property. Client understands there is no kitchen, refrigerator or freezer available to store food.

ALCOHOL: Host Liquor Liability included with event liability insurance, naming Tucker Creek Farm as an additionally insured. Venue, its employees, agents, licensees, or contractors reserve the right to ask client for guests to leave or to stop being served alcohol, if they are being destructive or disorderly. Alcohol is never to be served to anyone under the age of 21. It is the responsibility of the tenant to ensure that no one leaves in a condition that could be considered to be under the influence or feeling the effects of alcohol.

SMOKING: Smoking is not permitted on the grounds of Tucker Creek Farm.

HEATERS: If you plan to have heaters in the barn during your event, it is recommended that you use this type of heater: https://www.lbwhite.com/products/Tent-Heaters/Premier- Portable-Heater/ Please consider the limited availability of electricity. Please talk with farm staff prior to your event if you have questions. Use and placement of heaters may be limited and is at the discretion of farm staff.

PARKING: Parking is available in the designated area near the detached garage. If requested by client, Venue will arrange for and notify client of overflow options prior to event date.

VENUE RESPONSIBILITIES Landlord shall ensure that the venue is clear and free of debris; that grass areas are cut (subject to weather); and that Venue rest room is clean and stocked with adequate supplies of paper towels, bath tissue, and the like. Landlord shall ensure that Venue tables and chairs are readily available for the tenants use.

FIRE PIT: if included with rental, Landlord shall ensure that the fire pit is clean. Only the Landlord, its employees, agents, licensees, or contractors will start, maintain and supervise the fire in fire pit for no more than 3 hours, and will extinguish fire no later than 10:30 PM.

INDEMNITY BY CLIENT The client shall save Venue harmless and shall indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Venue, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Notwithstanding any contrary provisions of this Rental Agreement, Landlord shall not be responsible for any loss of or damage to client property or of others located on the Venue, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees, or contractors.

In the event that Landlord or client shall be delayed or hindered in or prevented from the performance of any act other than client's obligation to make payments of rent and other charges required hereunder, by reason of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, a lack of funds shall not be deemed to be a cause beyond control of either party.

Client shall assume full responsibility for the character, acts and conduct of all persons admitted to the farm grounds during the Term of the rental contract. If a violation occurs and is not immediately corrected, Tucker Creek Farm will terminate the event and no refund will be provided.

Should any rules be violated, or items or venue property be damaged, charges for each violation/damage will be billed to client.

MISCELLANEOUS Landlord, at its sole discretion, reserves the right to remove any client or guest behaving in a disruptive or dangerous manner and to enlist the assistance of law enforcement to remove any such client or guest.

If any term or provision of this Rental Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Rental Agreement shall be valid and be enforced to the fullest extent permitted by law.

Except as otherwise provided, the terms and provisions of this Rental Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and client.

This Rental Agreement contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Rental Agreement shall not be modified in any way except by a writing executed by both parties.

All matters pertaining to this Rental Agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Ohio. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Richland County, State of Ohio. In the event that litigation results from or arises out of this Rental Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Tucker Creek Farm is an active farm which has boarded horses and other animals on the premises. Horse safety is our priority and all visitors are aware horses are not to be fed, touched or ridden without OWNER’s permission. Tucker Creek Farm also has the right to use and publish photos taken in any and all forms for the purpose of publicity, illustration, commercial art and advertising.

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_