



286 A. R. Thompson Road / Mill Spring, NC 28756 / 828-817-9458 / 631-561-5416

## EVENT CENTER RENTAL AGREEMENT

This agreement, entered into as of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ ("Client") and Caitlyn Farms Event Center, LLC (hereafter referred to as CFEC) at 286 A.R. Thompson Road, Mill Spring, North Carolina. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Agreement ("Rental Agreement").

Caitlyn Farms Event Center is available for a wide variety of social and business functions. Our policies assure proper maintenance at the Event Center so that all Clients will be able to use and enjoy the property. We require strict adherence to these terms and conditions.

### 1. DATES/TIMES OF PERMITTED USE

CFEC hereby grants Client a revocable license to use Caitlyn Farms Event Center CFEC (the "Event Center") for the \_\_\_\_\_ Event to be held on \_\_\_\_\_, 20\_\_ (the "Event"). Access to the Event Center will commence at \_\_\_\_AM/PM on \_\_\_\_\_, 20\_\_ and will end at \_\_\_\_\_ AM/PM on \_\_\_\_\_, 20\_\_ ("Access Period").

Set-up and teardown must occur during this Access Period. If the teardown and removal of non-CFEC equipment is not completed by the end of the Access Period, the Client will be responsible for additional rental time (see Miscellaneous Fee section of Package Pricing document for details).

Access for Client, Client's vendors and Client's guests is permitted **only** during the Access Period. Any other gatherings on CFEC Property are not allowed without express permission from CFEC Management.

### 2. EVENT SIZE

Client estimates that the following number of guests will attend the Event:

#### Estimated Guest Count

\_\_\_\_\_ Up to 100 Guests

\_\_\_\_\_ 101 - 250 Guests

\_\_\_\_\_ + 250 Guests

Should the final guest count be above the Estimated Guest Count set forth above, Client will be responsible to pay the next pricing-tier's Event Fee. The final count and Event Fee true up (if necessary) will occur at the 30-day meeting. No credit(s)/refunds will be issued if the final guest count is less than the initial contracted pricing tier.

### 3. EVENT FEE AND SECURITY DEPOSIT

Per the Event Package Pricing document, the Event Fee for this Event, based on the date and Access Period (Section 1) and estimated number of guests (Section 2), is \$\_\_\_\_\_ (the "Event Fee").

The Client agrees that they have received a copy of CFEC Package Pricing document and acknowledges that this document includes incidental fees that may be incurred for activities that occur outside of the terms of this Rental Agreement. By signing below, the Client acknowledges that he/she has read and understood the CFEC Package Pricing document and agrees to be bound by its terms, including the payment of any incidental fees described therein.

### 4. EVENT CENTER/THE FARM DÉCOR/EVENT STAFFING

This Agreement includes a revocable license to use the Temperature controlled Event Barn, Open Air Pavilion and lawns surrounding the Event Barn, and designated parking areas, during the Access Period. Clients will also have the use of items on Décor Inventory List including but not limited to: tables, chairs, (2) rolling bars, outdoor furniture and miscellaneous decorative items.

CFEC will provide their Day-of Coordinator and adequate staff for parking attendants (valet parking will be a separate upcharge) and set-up/tear-down for the Event. The Day-of Coordinator will be onsite during the Access Period and will manage set-up/tear-down of décor items provided by CFEC based on the layout defined during the 30-Day-Meeting (see Section 7). The Day- of Coordinator will also be available to answer questions and address property maintenance issues.

The Day-of Coordinator and CFEC staff will NOT assist Client with set-up/tear-down of **Non**-CFEC Décor. In the event that the Day-of Coordinator is required to assist Client with set-up/tear-down of **Non**-CFEC décor, the Client will be responsible for the payment of additional fees set forth in the CFEC Package Pricing document.

### 5. CATERING FOR EVENT AND OTHER VENDORS

Clients are free to use a vendor of their choice for catering. CFEC will not provide any catering services whatsoever nor will CFEC provide labor to assist outside vendors retained by Client.

The Client shall execute any vendor agreements or contracts related to the Event and shall be solely responsible for the payment of any deposits, fees, reimbursements, expenses, or other amounts required by the vendor. CFEC shall have no liability whatsoever arising from or related to any agreement between Client and a vendor.

### 6. EVENT COORDINATION

To ensure smooth implementation of the Event, CFEC *encourages* the Client to hire either a Full Wedding Planner or Event Coordinator. CFEC will not be responsible for any aspect of Event Planning or Coordination. CFEC will NOT provide any Wedding Planning or Event Coordination services, with the exception of On-Site Day-of Coordinator.

### 7. 30-DAY MEETING

Client will participate in a planning meeting that will be held approximately 30 days before the Event ("30-Day Meeting") with CFEC Staff. The Client's Event Planner should attend this meeting. The Event Timeline (Exhibit B of this Agreement) includes a list of documents that must be completed by the end of the 30-Day Meeting.

### 8. SET-UP/TEAR-DOWN OF EVENT CENTER

- a. CFEC is responsible for set-up and breakdown of all CFEC Tables, Chairs and Bar Items. Excessive Cleaning Fees and Damage Fees will be levied at the discretion of CFEC Staff after the completion of the Event. Client will be responsible for immediate payment of any Excessive Cleaning Fee. Client will also be responsible for any Excessive Damage Fees as listed in the Pricing Package Document.
- b. Client must remove all non-CFEC Décor items from the Event Center during the Access Period; this includes items brought by Client's vendors and guests. If all items are not removed, Client will be responsible for Additional Event Time and Pickup/Delivery Fees for each day these items remain on the property.

### 9. WEDDING REHEARSAL

Client may hold a rehearsal (before 7:00 pm) to occur one (1) day prior to Event at no additional charge. In order to honor the exclusivity of other client events, the exact time for the Wedding rehearsal time must be scheduled in advance and is based on availability at the time of booking.

**10. PAYMENT SCHEDULE**

Clients must adhere to the payment schedule outlined in the Event and Catering Timeline -- Exhibit B. If Client fails to comply with the Payment Schedule set forth in Exhibit B, CFEC reserves the right, in its sole discretion, to immediately terminate this Agreement. In the event of CFEC's cancellation pursuant to Section 10, any amounts previously paid to CFEC, including but not limited to the Event Fee, are **non-refundable**.

**11. CANCELLATION/RESCHEDULE POLICY**

The CFEC cancellation and rescheduling policy is outlined in the Event Pricing List.

	<b>Date of Cancellation</b>	<b>Event Fee</b>
<b>Cancellation</b>	6 Months or More Prior to Scheduled Event	Client will be eligible for a refund of 50% of the Event Fee. Any other amounts paid to CFEC are non-refundable and will be forfeited.
	Less than 6 Months Prior to Scheduled Event	Any and all amounts paid to CFEC, including 100% of the Event Fee, are non-refundable and will be forfeited.
<b>Rescheduling</b>	6 Months prior to scheduled Event, Client may request to Reschedule based on availability.	Client will be required to pay a Rescheduling Fee equal to 25% of the Event Fee in order to secure the rescheduled date.
	Less than 6 months prior to Event, Client may request to Reschedule based on availability.	Client will be required to pay a Rescheduling Fee equal to 50% of the Event Fee in order to secure the rescheduled date.

**12. FORCE MAJEURE EVENT**

Certain events may occur, including but not limited to natural disasters, severe inclement weather, political instability, strikes or other labor difficulties, insurrection, war, riots, acts or threats of terrorism, disease epidemics, pandemics, or outbreaks, other disturbances, or other acts of God (a "Force Majeure Event") which are beyond CFEC's control. If a Force Majeure Event renders CFEC unsuitable for the Event, in CFEC's sole discretion, CFEC reserves the right to cancel the Event. In the event either CFEC or the Client cancels an Event due to a Force Majeure Event, eighty percent (80%) of any amounts paid by the Client may be applied to a future Event date. The Client will also be responsible for any Rescheduling Fee as set forth in Section 11.

If the Client elects not to reschedule the Event or cancels the Event due to a Force Majeure Event, the Cancellation Policy set forth in Section 11 shall apply. Clients are encouraged to purchase event insurance to offset such risk.

**13. COVID-19 PANDEMIC**

- a. Due to the highly contagious nature of COVID-19 and the associated health risks, CFEC reserves the right to cancel any Event which, in CFEC's sole discretion, is rendered unsafe or otherwise unviable due to the COVID-19 pandemic or a similar virus pandemic. In the event that either CFEC or the Client cancels an Event due to COVID-19, eighty percent (80%) of any amounts paid by the Client may be applied to a future Event date; however, the Client will also be responsible for any Rescheduling Fee as set forth

in Section 11. If the Client does not reschedule the Event or cancels an Event due to COVID-19, the Cancellation Policy set forth in Section 11 shall apply. Clients are encouraged to purchase event insurance to offset such risk.

- b. COVID-19 is an extremely contagious disease that can lead to severe illness and death. CFEC cannot guarantee that the Property is virus free or that the Client and/or the Client's guests will not be exposed to COVID-19. **By signing below, and by voluntarily choosing to have the Event at the Property on [Date], Client acknowledges and voluntarily assumes all risks, inherent or otherwise, related to COVID-19, including but not limited to the possibility of Client or Client's guests contracting COVID-19.**

#### 14. LATE AND REJECTED PAYMENT FEES

- a. Late Payments: Client will be charged a late fee for overdue invoices at \$25 per day. If the remaining Event Fee is not paid in full at least ten (10) business days prior to the Event, CFEC reserves the right, in its sole discretion, to immediately cancel the Event. Any amounts previously paid by Client, including any portion of the Event Fee, shall be **non-refundable**.
- b. Returned Check/Declined Credit Card: In the event that a check is returned to CFEC, LLC by the financial institution, or a credit card has been declined by the financial institution, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for any Rejected Payment Fee charged to CFEC (\$30). If the Client fails to comply with the requirements of this subsection (b), CFEC reserves the right to immediately terminate this Agreement. Any amounts previously paid by Client shall be **non-refundable**.

#### 15. PHOTOGRAPHS

- a. Photos taken by Photographers/Guests - CFEC encourages Client/Client vendors and Client guests to take photos during the Event. CFEC hopes that Client will share these pictures so they may be used for promotional purposes.
- b. Photos taken by CFEC Staff - CFEC respects the privacy of all Clients and requests permission to photograph the Event for promotional purposes. Should the Client wish not to be included in promotional materials including [www.caitlynfarms.com](http://www.caitlynfarms.com) website, Client must provide their request in writing 30 days prior to the Event.

#### 16. INSURANCE.

In the event that Client shall employ any third party vendor(s) to perform services on site, i.e entertainment, catering, additional tent or lighting erection, then the Client and/or third party vendor shall procure a general liability insurance policy with the minimum general liability insurance coverage and requirements being \$1,000,000 per occurrence /\$2,000,000 aggregate and shall name CFEC and Caitlyn Farms, LLC as an additional insured on a primary and non-contributory basis.

Further, in the event that the third party vendor shall be responsible for supplying and serving alcohol to Client's guests, then the Client and/or the third party vendor shall procure an additional \$1,000,000 per occurrence coverage for Liquor Liability naming CFEC and Caitlyn Farms, LLC as an additional insured on a primary and non-contributory basis. The insurance coverage required hereunder shall be written by a reputable insurance company which is satisfactory to CFEC, in its sole and absolute discretion.

The Client and/or third party vendor(s) shall furnish CFEC with evidence of the insurance coverages required by this Section 16 prior to CFEC's performance of any services for Client.

#### 17. INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless CFEC and its managers, members, officers, employees, parents, subsidiaries, and affiliates from and against all claims, actions, suits, decrees, judgments, losses, levies, assessments, liabilities, or damages arising under or by reason of this Agreement, and any costs or expenses (including reasonable attorney's fees and court costs) incurred by CFEC to defend and settle any such claims, suits, actions, liabilities, judgments, or decrees which result from or related to (i) Client's license to use the Event Center; (ii) Client's Event or any materials, products, or services used in connection therewith; (iii) the acts or omissions of Client or Client's employees, agents, invitees, or guests; (iv) any breach of the Agreement by Client; or (v) exposure to and/or contraction of COVID-19 by Client and any of Client's employees, agents, invitees, or guests. This indemnification set forth in this Section 17 shall survive the termination of this Agreement.

#### 18. DAMAGES AND SECURITY DEPOSIT





## Exhibit A – Caitlyn Farms Event Center Usage Rules

Following are usage rules that must be followed by Clients, Client's guests and vendors. Non-adherence to these rules will lead to fines and/or damages. Fees are quantified in the Miscellaneous Fee section of the Event Package Pricing document.

### 1. Event Center Walls

Tape is the preferred method to attach décor items to walls or fixtures in the Event Center. Tape must be removed completely along with the décor items during tear down (CFEC Management can provide materials for tape removal). Use of Nails or screws in any wall, fixture or equipment is **prohibited**. Thumbtacks may be permitted in some areas with expressed approval of CFEC Management.

### 2. Candles

- **Candles are NOT PERMITTED on Caitlyn Farms Event Center property.**

### 3. Celebration Items

- The following Celebration Items are NOT permitted at CFEC: bird seed, rice, confetti, party string, Chinese sky lanterns, or fireworks. These items are a danger to CFEC, the farm animals, wildlife and other guests. If these items are used, Client will be charged an Illegal Celebration Item Fee (see Miscellaneous Fee section of Event Package Pricing document) for each illegal item.
- The following items may be used OUTDOORS ONLY: bubbles, lavender, real flower petals (or other similar organic materials) and sparklers. All sparklers must be used on the exterior patio. Client must provide sand bucket to extinguish sparklers. CFEC Management reserves the right to cancel sparklers should weather conditions pose a danger. If any of these items are used inside the Event Center, Client will be charge an Excessive Cleaning Fee (see Miscellaneous Fee section of Event Package Pricing document).
- Balloons may be used in moderation and, to protect the farm animals, cannot be tied to any pasture fence. Balloons must be removed during the Access Period and any broken pieces must be placed in a trash receptacle. If balloons (inflated, deflated, or pieces) are left after the Access Period, Client will incur an Excessive Cleaning Fee (see Miscellaneous Fee section of Event Package Pricing document).

### 4. Rules for Client's Event Vendors (Client is responsible for communication of rules)

- **Florists:** Florists may bring their own containers or use containers from CFEC Décor Inventory. Client must notify Florist that every plant must have an underlying tray to prevent watermarks on floors and/or furnishings. All floral equipment and residue (i.e. flower petals or leaves) must be removed from the Event Center (building and grounds) during the Access Period. Brooms or rakes are available from CFEC Management).
- **Music/Entertainment:** Clients and Client vendors must adhere to the following rules
  - Music must be kept at a reasonable volume at all times.
  - No music is allowed to be set up outside after 10:00 pm.
  - All music must end by 11:00 pm on Friday or Saturday and 10:00 pm Sunday through Thursday.
  - All equipment must have felt/rubber bottoms or be placed on a carpet or other protective material.
  - Equipment that gets hot during use must be mounted on appropriate fireproof materials.
  - All equipment must be installed and removed during the Access Period.
  - CFEC Management reserves the right to end Music/Entertainment for not following these rules.



- **Rental Equipment/Event Supplies:** Rental equipment/event supplies procured from outside vendors must be delivered and removed during the Access Period. All equipment must have appropriate materials to ensure no damage is made to the Event Center floor.
5. **Smoking:** Smoking is permitted ONLY in the designated areas outside the Event Barn and outside the Open Air Pavilion (smoking receptacles will be provided by CFEC). Guests must use provided receptacles. Guests smoking outside of the designated area will be asked to go to the designated area. Cigarette/Cigar butts found outside of the designated area will be classified as damage to the Event Center and a fee will be assessed.



## Exhibit B – Caitlyn Farms Event Center Timeline

Timeline	Documents & Information Due	Payment Due
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**At Booking:**

<i>Event Center Rental Agreement</i>	<i>50% of Event Fee</i>
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**30 Days Prior to Event:**

<i>Final Guest Count</i>	<i>Balance of Event Fee</i>
	<i>Security Deposit – Valid Credit Card or Check</i>

**30 Day Meeting:**

<i>Confirmed Timeline for Schedule of Events</i>
<i>Completed CFEC Décor Inventory List Request</i>
<i>Copy of Entertainment Agreement and Schedule</i>
<i>Copy of Outside Vendor Information (Catering, Music, Photography, etc.)</i>
<i>North Carolina ABC Permit Copy &amp; Final Catering Menu</i>
<i>Final Event Layout and Rain Plan</i>





## Exhibit C – Caitlyn Farms Event Center Alcohol Policy

Any and all liabilities arising from the consumption of alcoholic beverages or illegal substances are the responsibility of the Client. All NC State Laws and Federal Laws must be adhered to at all times. **Following are additional rules that must be followed by Clients, Client's guests and vendors. Non-adherence to these rules may lead to the cessation of bar service or expulsion.**

**Cessation of Service:** CFEC Management and Staff reserve the right to refuse bar service to individual Guests, evict Clients or their guests from the property, or to close the bar at any time during the Event.

Specific behaviors that will result in expulsion or bar closure include, but are not limited to:

- Displaying intoxicated behavior, including but not limited to: swerving, slurring, stumbling, fighting, destruction of property, disrespectful behavior (to other Guests, Vendors or CFEC staff), and vomiting.
- Attempting to prevent a bartender or other representative of CFEC from refusing service to any guest.
- Allowing minor persons to consume alcohol.
- Possession and/or consumption of a personal supply of alcohol – this includes private vehicles located in parking areas and alcohol brought to the Event Center from guest cabins or cottages.
- Consumption of alcohol not served by bartender.

**At their sole discretion, CFEC Management and Staff reserve the rights to:**

- Evict any person(s) engaging in unacceptable activities outlined above, or not complying with the decision of CFEC staff.
- Close the bar and remove **ALL** alcoholic beverages from CFEC property.
- Withhold Client's Security Deposit.
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