**Cherry Barc Farm**

**7385 Carlisle Hwy.**

**Vermontville, MI. 49096**

**517-703-3936**

Reservations require this rental agreement to be signed and dated; accompanied by **a non refundable deposit of** $1,000.00. The balance for all rental contracts is due **14 days** before your event date along with ceremony start time and table/chair set up. For rentals arranged less than 30 days in advance of event date, full payment is due with completed contract. Make checks payable to Cherry Barc Inc. Cherry Barc Farm accepts cash, checks, Visa, and Mastercard.

TOTAL RENTAL FEE for 2016 Friday Weddings is determined by the guest count.

Discounted Friday Rates
Up To a 50 Person Wedding ~$1,400
Up To a 75 Person Wedding ~$1,650
Up To a 100 Person Wedding ~$2,000
Up To a 130 Person Wedding ~$2,200
Up To a 175 Person Wedding~ $2,400

Event (couple’s names): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rehearsal Date (Wednesday before wedding date between 6-7pm): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERMS AND CONDITIONS:**

**1. USE OF PREMISES AND GROUNDS**

A. Facility and grounds are only to be used for stated purpose(s). The barn including the grounds is for your use.

B. **Set up times must fall within the day of the event and breakdown the evening of the event. Set up may begin at 9:00am the day of the event.**

C. **All music must end by 11:00 p.m. 1 hour breakdown may commence at this time. All persons & property must be gone from the property by midnight. Any items left will become property of Cherry Barc Farm.**

D. Candles must be enclosed and in holders that prevent wax from dripping on surfaces.

E. **DJs/Bands/Musicians:** Please respect that Cherry Barc Farm is located in a residential neighborhood. Continued use depends upon the goodwill of our neighbors. Loud music will jeopardize our relationship with the community. *DJs/Bands/Musicians that abuse our usage rules will not be allowed back.*

F. **Music** cannot be audible beyond the Cherry Barc Farm grounds. Dance Music (90dba) must cease at 11:00pm.

G. Children must always be supervised.

H. If barbecuing, a mat or some sort of protection is required on the concrete or outside on the grass.

I. Tents are permitted on the East and South side of the barn. If heaters are used, they must be placed on concrete or on plywood to protect the grass. Propane heaters are permitted in the barn.

J. No animals are to be brought onto the property. Please tell your guests to leave their pets at home. If animals are brought onto the property, their owners will be asked to remove them. This includes the time for the rehearsal.

K. Fireworks and paper lanterns that are lit and released are **NOT** permitted under any circumstances.

L. Shoes must be worn by all guests at all times.

M. Parking is permitted in the parking lot and in the circle drive only. There are no pulling vehicles next to the barn or on any other grassed area. Please share this information with your guests and other vendors.

N. Paint of any kind is not allowed on the property.

2. **SET-UP AND BREAKDOWN**

A. Cherry Barc Farm will handle the set up and removal of all tables and chairs that have been provided by Cherry Barc Farm.  All other rented equipment and decorations must be removed the evening of the event**. ANY ITEMS LEFT ON THE PREMISE WILL BECOME PROPERTY OF CHERRY BARC FARM WHETHER OWNED BY THE RENTING PARTY OR AN OUTSIDE VENDOR.**

B. DO NOT USE nails, tacks or staples in the walls. All decorations and tape must be removed after event.

C. Cherry Barc Farm will remove all trash and recyclables.

D. If signs were placed in neighborhood, they must be removed.

E. Notify Cherry Barc Farm of any damages that may occur during the event.

3. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Renter agrees to indemnify and hold the Friends of Cherry Barc Farm and the City of Vermontville, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about Cherry Barc Farm, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises of the Cherry Barc Farm by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by the Cherry Barc Farm owner and representatives in defending any such claim or action brought against the owner and representatives.

By signing this contract, the renting party acknowledges and agrees to abide by all rules including the responsibility of sharing these rules with other vendors and family members. Failure to do so may result in additional fines at the discretion of the owners of Cherry Barc Farm.

4. **PERSONAL AND ABANDONED PROPERTY**

Cherry Barc Farm and its representatives assume no responsibility for any property placed in the facility or on the premises or any property that is left on the premises after the event is over.

5. **CANCELLATION POLICY**

A. All cancellations must be in writing.

B. Cancellations made within three (3) days of signing this Rental Agreement: All money paid is refunded.

C. The $1,000 deposit is forfeited if cancellation takes place after the 3 days.

D. Any wedding that needs to be rescheduled to a different date other than the initial one booked, may do so without financial penalty if rescheduled more than 6 months before the booked date.

E. Cherry Barc Farm may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of Cherry Barc Farm. In case of cancellation initiated by the Cherry Barc Farm, all rental and deposit monies will be refunded.

6. **INSURANCE**

Renter must provide a Certificate of Liability Insurance **30 days prior to the event** whether alcohol is being serve or not. This insurance certificate must explicitly state the following conditions:

A. $1,000,000 Bodily Injury and Property Damage Liability Limits;

B. $1,000,000 Host Liquor Liability must be specifically included in the above coverage;

C. Cherry Barc Farm, its owners, officers, agents, and employees must be named as additional insured for any claim or claims resulting from or growing out of the Renter or event.

**Failure to provide evidence of this insurance to Cherry Barc Farm coordinator, 30 days prior to your event, can cause immediate cancellation of your event. Cancellations resulting from failure of renter to provide Cherry Barc Farm with a proper and timely certificate of liability insurance will be treated as a renter caused cancellation occurring less than 30 days prior to the event.**

7. **ALCOHOL**

Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Renter agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Cherry Barc Farm may ask guests for identification to verify age and reserves the right to ask to the entire party to leave if **(1)** a minor is consuming alcohol; **(2)** an adult is providing alcohol to a minor; or **(3)** a guest or guests appears intoxicated and refuses to leave the Premises.

Renter shall indemnify and hold Cherry Barc Farm harmless from all liability for improper use of alcohol.

**All alcohol must be served by a licensed bar tender.**

**Agreement by Signature**

Signature indicates the Renter agrees to all terms and conditions stated herein.

X

Renter’s Signature/date

Renter’s Contact Information

Name:

Address:

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Phone:

Email: