

HEROT HALL

SPECIAL EVENTS AND WEDDING VENUE CONTRACT

This Agreement is made effective as of _____, by and between Herot Hall and _____.

The Special Event and/or Wedding Coordinator represents that they have extensive background in all aspects of the wedding/event coordination profession and access to a full range of related products and service contacts in the surrounding area. The Special Event and/or Wedding Coordinator are willing to provide services based on this background.

We recommend that all caterers and vendors are selected from our list of preferred caterers and vendors. The vendors and service providers mentioned have demonstrated superior professionalism and service contributing to the development of a successful business reputation and relationship with the venue.

The client represents that they desire to hold a special event or wedding on _____(Date) at the Herot Hall Barn facility.

Therefore, the parties agree as follows:

1) **VENUE RENTAL FEE (S):**

(a) The CLIENTS or REPRESENTATIVES FOR THE CLIENT (S), agree to pay an initial nonrefundable DEPOSIT of one half (1/2) the rental agreement of \$_____.

This payment serves to hold the venue for specified date of event or wedding and is payable at the time of contract signature.

(b) The rental agreement shall be in the amount of \$_____.

The balance is due no less than 30 days prior to the event.

If the event is canceled 30 DAYS OR MORE PRIOR TO THE EVENT, Rent shall be refunded along with the security deposit minus the non-refundable deposit. If the event is cancelled less than or equal to (30) days prior to the lease period, **no rent or security deposit is refundable.**

(c) Lessee shall pay to Herot Hall as a security deposit for the premise of two hundred and fifty dollars (\$250.00) (“Security Deposit”). Further, it is agreed and as set forth herein. Herot Hall shall have the right to retain all of the security Deposit to compensate Herot Hall for any loss, expenses or damage which Herot Hall may suffer due to the use of the leased Premises by lessee. The Security Deposit shall be refunded to Lessee within thirty (30) days following the date of the lease period, without payment of any interest thereon and less any deductions for damage.

(d) \$250.00 (to be paid by separate check or money order, returnable to the CLIENT (S) after the event has been held once property has been inspected for any potential damage from special event or wedding).

(e) The remaining agreed upon VENUE RENTAL FEES will be due no less than 30-days prior to the date of the event or wedding. The agreed upon date of payment will be the following:

_____.

The total due will be \$_____ plus \$250.00 (security deposit). = \$_____

(f) Payments may be via: cash, wire transfer or certified check.

2) **DATE CHANGES:**

In the event the CLIENT (S) is forced to change the date of the event or wedding every effort will be made by HEROT HALL EVENTS VENUE to transfer reservations to support the new date. The CLIENT(S) agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the CLIENT(S). The CLIENT(S) further understands that last minute changes can impact the quality of the event and that HEROT HALL EVENTS VENUE is not responsible for these compromises in quality.

3) **CANCELLATIONS:**

In the event of a cancellation of special event or wedding, all payments made to date are non-refundable and all outstanding payments will be due immediately.

4) **OUTDOOR LOCATION:**

The CLIENT(S) understands that they and their invited guests will abide by the permit requirements while on the property of HEROT HALL EVENTS VENUE. The venue is operated

in accordance with the USDA policy which prohibits discrimination on the basis of race, color, sex, age, handicap, familial partners, religion and or national origin.

5) **ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties except as noted in paragraph 4 above, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

6) **AMENDMENT:**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

7) **SEVERABILITY:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, constructed, and enforced as so limited.



WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9) **APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of West Virginia.

10) **Use:**

Tenant may not sub-let the demised premises, or any part thereof.

RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by CLIENT(S), which includes all EVENT PLANNERS and WEDDING COORDINATORS and VENDORS who are involved in the planning and execution of a special event or wedding on the premises of the HEROT HALL EVENTS VENUE.

- **Barbeques /Grills:** The use of a gas grill does not require a permit. The use of an outdoor charcoal or mesquite grill requires a certificate of general liability insurance and is not permitted unless written permission has been granted by the venue. There will be no cooking on the premises without written permission from the venue.
- Lessee will not be allowed to set up the day before the event unless it is authorized by Herot Hall
- **Candles:** Any use of candles is prohibited.
- **Lessee property:** The lessee shall be responsible for any and all insurance covering the safekeeping of lessee's property while it is in or about the premises. It is specifically agreed and understood that Herot Hall shall not provide any insurance of any kind whatsoever including, but not limited to, covering liability, theft or fire for any and all of lessee's property.
- **Event Ending Time:** All events must end by 11:00 PM to comply with County sound ordinances and in order to allow for clean-up and closure of the site by 12:00 AM.
- **Decorations:** Decorations may not be hung from the Ceilings. Venue fixtures cannot be removed which includes chandeliers, fire extinguishers or lights.
- All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between CLIENT(S) and venue. All decorations shall be of non-flammable material. NOTE: The only adhesive material allowed on the walls/pillars is drafting tape which will not damage surface. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decorations must be free standing. Nails and staples may not be used. Thumb tacks are permitted. NOTE: The use of birdseed is permitted only outside for wedding and reception farewells. Rice, confetti, artificial flower petals, balloons, glitter, fog machines, pyrotechnic, sparklers and blowing bubbles, spray strings, are not permitted inside or outside the facility.
- **Insurance:** The client may be asked to maintain Commercial Host Liquor liability in an amount not less than \$ 1,000,000 if alcoholic beverages are served. Combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name HEROT HALL as additional insured, and a certificate of insurance with an endorsement must be provided thirty (30) days prior to the event. (This insurance is separate from and in addition to insurance provided by the caterer, if one is contracted.)
- **Caterers:** The Lessee can choose their own caterer as long as the Caterer has liability insurance of at least one million dollars. Caterers must show proof of liability insurance.
- **Liquor/Beverages/Illegal Substances:** Alcohol may not be served to minors. At any time, if the catering staff, hired security (if any) or Herot Hall deems alcohol consumption to be excessive, the staff, hired security or Herot Hall has the authority to close down **all** alcohol service and/or evict inebriated guests from the premises. The Lessee is ultimately responsible for the safety of all its invitees, guests or sub-contractors including the distribution and consumption of alcohol and should be in accordance of all State and Federal regulations. Herot Hall takes no responsibility and is in no way involved in the consumption or distribution of alcohol.
- **Logistical Plans:** The Herot Hall staff must review and approve all proposed logistical plans for the use of the premises a minimum of fourteen (14) days prior to the event.

- **Music Amplified:** Music is permitted within the barn and in tented spaces. All music must end by 11:00 PM.
- **Security:** A security guard will be present for all events where alcohol is served. This service is non-negotiable. Cost of the service will be charged to the client.
- **Trash and Garbage:** All trash and garbage must be removed at the end of the event.
- **Promotion:** The Venue reserves the right to take pictures of the decorations and the event for its use in advertising and promoting the venue.
- **Animals:** Dogs or other animals are not permitted at the event unless special written permission has been granted by the venue.
- **Heaters and or air conditioners:** are not permitted
- **Smoking:** There is no smoking area. Please no smoking.
- **Spray Paints:** Painting on the premises is prohibited. All articles should be painted before they are brought to the Venue
- **Acts of Nature and Outages:** Herot Hall is not responsible for possible interruptions due to acts of nature or any power outages that may occur.
- **Picking of fruit or flowers:** Picking of the fruit or flowers on the property is not permitted without express contractual arrangements. Flowers and fruits are for the enjoyment of all who attend to see and enjoy.

SIGNATURES:

HEROT HALL: _____ DATE:

Party Receiving Services: (Wedding couple, Client(s) or agent of couple: financial responsible for all the above.

BY: _____

Address: _____

Phone: _____

Email: _____

DATE: _____

BY: _____

Address: _____

Phone: _____

DATE: _____