

POLICIES AND PROCEDURES

Cross Creek Farm, LLC reserves the right to terminate use of the farm grounds to any organization or individual that violates the following policies and procedures. By submitting payment to Cross Creek Farm, LLC you are accepting the Event Rules, Regulations, & Release I/WE understand that the parties hereby released accept no liability of any sort by reason of said lease/ rent/ use and occupancy of the premises. I/ WE declare that the terms of this lease/ rental/ use agreement have been completely read and are fully understood and are voluntarily accepted.

COVID-19

During this unknown time of Covid-19, having a small gathering is an inherent risk of exposure to covid-19 in any public place where people are present. Covid-19 is an extremely contagious disease that can lead to severe illness or death. By visiting Cross Creek Farm LLC, you and your guest voluntarily assume all risks related to exposure to covid-19. Anyone part of your event or visiting during your event should not visit if they are experiencing Fever, Cough, Fatigue, or shortness of breath.

EVENT RULES

- A 50% non-refundable deposit is required to book and hold a date. The remainder of the rental fee and any add on items are due the day before the event. No booking will be deemed complete, nor a date reserved, until the deposit is received.
- Event rehearsals may be performed on Thursdays before the event. Rehearsals must end no later than 8:00pm.
- Access to the farm begins at 10:00 am and ends no later than 10 pm the day of the event.
- Event must be ended, and all clean up as well as guests must be exited from the property by 10:00 PM. Grounds must be cleaned immediately following each event.
- Smoking is strictly prohibited in all areas except where designated.
- Vehicles must park in designated areas.
- Fake flower petals and/or birdseed may not be used. We suggest rice, grass seed or other small grains as a suitable substitute. Birdseed adds unwanted weeds to our hay land.
- No permanent features of the farm may be changed by any renting party. No decorations will be supported by nails, tacks, or screws.
- No Pyrotechnics may be used.
- A security deposit of \$500 is due the day before the event.
- To protect the parties involved, equipment and facilities will be inspected before and after each event.
- The lessee shall be liable for all damage to the building, grounds, and equipment and agrees, to indemnify and hold Cross Creek Farm, LLC harmless from any claims and suits arising out of injury or death to any person or damage to property resulting from the use of the farm.

- Lessee 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, Cross Creek Farm, LLC will terminate the event and no refund will be provided.
- Should any rules be violated, items, or farm property be damaged, charges for each violation/ damage will be subtracted from security deposit.
- Cross Creek Farm, LLC must approve the location for bands, caterers, BBQs, etc.
- Children must be supervised at all times.
- Absolutely no crossing fences or opening gates.
- Visitors to the main barn must be accompanied by farm personnel.
- Events are rain or shine. No refunds of any kind will be given if weather conditions are deemed unsuitable.
- The farm shall not be used for any unlawful activity or any activity, which may be disruptive, divisive, unlawful, or demeaning to the community.
- The use of the farm grounds shall be restricted to purposes, which offer community benefits and family events. Community events shall include concerts, banquets, arts & craft shows, product demonstrations, business meetings, training classes, seminars, and other deemed appropriate, Family events shall include wedding & receptions, birthday celebrations, anniversary celebrations, wedding & baby showers, family reunion and other deemed appropriate.
- Cross Creek Farm, LLC reserved the right to refuse rental of the farm to any person, group, or organization that has in the past, violated or has shown disregard for persons or property or who in the opinion of the Lessor did not conduct themselves in a peaceable and appropriate manner.

FOOD AND ALCOHOL

- Alcohol is NOT permitted.
- If food is to be served, the name of the caterer and a copy of their event insurance, will be provided to Cross Creek Farm, LLC at least one week prior to the event. Renters may bring in any food or non-alcoholic drinks themselves, if caterers are not desired.
- The renter is responsible for all actions of the caterer and should inform caterer of rules and regulations concerning the use of the farm grounds.
- We reserve the right to ask guests to leave if they are being disruptive or disorderly.

FULL AND FINAL RELEASE COVERING ALL CLAIMS OR RIGHTS OF ACTION OF EVERY DESCRIPTION, PAST, PRESENT, OR FUTURE:

For in consideration of the lease or use of Cross Creek Farm, LLC, the responsible party does hereby for him/herself, his/her guests and invites, hereby acknowledge being of lawful age, for myself/ ourselves, my/ our heirs, administrators, Executors, successors, and assigns, guest and invitees, hereby fully and forever release, acquit and discharge the said Cross Creek Farm, LLC, its members and employees and all other persons, firms, and corporations, and their heirs, Administrators, Executors, successors and assigns from any and all actions, causes of action, claim, and demands of whatsoever kind or nature on account of any and all known and unknown injuries, losses and damages by me/us or my/our property, our guests and invitees, as a result of and directly or indirectly arising out of the use/ lease/ rental of the Cross Creek Farm, LLC premises located at 5540 Edwardsville Rd. Hardy, VA 24101

It is expressly understood and agreed that this release is intended to cover and does not cover only all now known injuries, losses, and damage but any future injuries, losses, and damages not now known or anticipated but which may later develop or be discovered, including all effects and consequences thereof arising from the lease/ rental of Cross Creek Farm, LLC premises.

And I/WE hereby declare that I/WE fully understand the terms of this release.

It is agreed and understood that the Responsible Party hereby expressly stipulate and agree, in consideration of the aforesaid opportunity to use/lease/occupy and rent Cross Creek Farm, LLC's property to fully indemnify and hold harmless the said Cross Creek Farm, LLC, its members, staff and employees, against loss from any claims, demands, or actions that may hereafter at any time be made or brought against Cross Creek Farm, LLC, its members, staff, and employees, by anyone or any company or supplier, on account of any injuries, accidents, property damage, wrongful death or any other claim that arises directly or indirectly from the use/lease/rent or occupancy of the premises.

By accepting the terms of this Release I/We understand that the parties hereby released accept no liability of any sort by reason of said lease/rent/use and occupancy of the premises. I/We declare that the terms of this agreement between the parties hereto and the terms of this document are contractual in nature and not a mere recital. I/We further state that I/We have carefully read the foregoing Release With Indemnity Agreement and the contents thereof and I/We agree to the same as our own free act.

Signature 1: _____

Printed Name 1: _____

Signature 2: _____

Printed Name 2: _____