

NAME:

# RENTAL AGREEMENT DETAILS

## EVENT RENTAL RULES, REGULATIONS & RELEASE

Willow Acres Farm reserves the right to terminate use of the property to any organization or individual that violates the following policies and procedures. **By submitting payment to Willow Acres Farm 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.**

1. A 50% non-refundable deposit is required to book and hold a date. The remainder of the rental fee and additional features are due the day before the event. No booking will be deemed complete, nor a date reserved, until the deposit is received.
2. All Lessees must work with Advantage Tent Rental for a tent if a tent is to be rented.
3. Event rehearsals may be performed before the event and scheduled with event coordinator. Rehearsals must end no later than 9:00 p.m. Friday rehearsals are available depending on availability.
4. Access of the venue begins at 9:00 a.m. and ends no later than 12 a.m. the day of the event.
5. Smoking is prohibited inside any structure on the property. Smoking is allowed outside.
6. Artificial flowers and/or other non-biodegradable materials may not be spread on the grass in the reception or ceremony locations.
7. No permanent features of the farm may be changed by any renting party. No decorations will be supported by nails, tacks or screws on walls or woodwork without approval of Willow Acres Farm.
8. To protect parties involved, equipment and facilities will be inspected before and after each event.
9. The Lessee shall be liable for all damage to the building and equipment and agrees, to indemnify and hold Willow Acres Farm harmless from any claims and suits arising out of injury or death to any person or damage to property resulting from use of the farm, including the providing of alcohol to Lessee's guest.
10. 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 Willow Acres Farm will terminate the event and no refund will be provided.
12. Should any rules be violated, items or venue property be damaged, charges for each violation/damage will be billed to Lessee.

13. Children must be supervised at all times while they are on the farm grounds. Children are not permitted beyond the immediate lot. There is no farm exploration permitted.
14. Events are rain or shine. Designated farm buildings may be used if an indoor shelter is needed. No refunds of any kind will be given if weather conditions are deemed unsuitable including the flooding of the creek.
15. The farm shall not be used for any unlawful activity or any activity, which may be disruptive, divisive, unlawful or demeaning to the community.
16. 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 & crafts shows, antique 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 reunions, class reunions and other deemed appropriate.
17. Willow Acres Farm reserves the right to refuse rental of the farm to any person, group or organization that has in the past, violated or has shown a disregard for persons or property or who in the opinion of the Lessor did not conduct themselves in a peaceable and appropriate manner.
18. **There are no quads, ATV's, dirt bikes, or other motor vehicles permitted on the property.**
19. **There are no horses, horseback riding, or other animals for pleasure permitted on the property.**
20. **There are no firearms for the purpose of target shooting or similar activity permitted.**

### **Food & Alcohol**

1. The only alcoholic beverages permitted on farm grounds (*including the parking lot and all land owned by Willow Acres Farm*) are supplied by the Renter and served by caterers or wineries with proper insurance and licenses. No sale of alcohol is permitted.
2. If food is to be served, the name of the caterer will be provided to Willow Acres Farm at least one week prior to the event. Renters may bring in any food or nonalcoholic drinks themselves, if caterers are not desired.
3. The specific use of the farm grounds facility, beverages and items to be served must be approved by Willow Acres Farm.
4. The renter is responsible for all actions of the caterer and should inform the caterer of rules and regulations concerning the use of the farm grounds.
5. The site coordinator reserves the right to ask guests to leave or to stop being served alcohol, if they are being destructive or disorderly.
6. Anyone requesting permission to serve alcohol will be required to use servers. The company providing the servers must submit proof of liquor liability insurance. Alcohol is never to be served to anyone under the age of 21. It is also your responsibility to ensure that no one leaves in a condition that could be considered to be under the influence or feeling the effects of alcohol

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

For and in consideration of the lease and use of Willow Acres Farm the Responsible Party does hereby for himself/herself, her/her guests and invitees, hereby acknowledge being of lawful age, for myself/ourselves, my/our heirs, administrators, Executors, successors and assigns, guests and invitees, hereby fully and forever release, acquit and discharge the said Willow Acres Farm, 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 Willow Acres Farm premises located at 711 Fords Avenue, Brooksville Kentucky. 41004.

It is expressly understood and agreed that this release is intended to cover and does cover not 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 the effects and consequences thereof arising from the lease/rental of Willow Acres Farm 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 Willow Acres Farm property to fully indemnify and hold harmless the said Willow Acres Farm, its members, staff and employees, against loss from any claims, demands or actions that may hereafter at any time be made or brought against Willow Acres Farm, 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 lease/rental/use agreement have been completely read and are fully understood and are voluntarily accepted.

This lease/rental/use occupancy agreement and Release With Indemnity Agreement contains the entire agreement between the parties hereto and the terms of this document are contractual in nature and not a mere recital. We further state that we have carefully read the foregoing Release With Indemnity Agreement and the contents thereof and we agree the same as our own free act.

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

WILLOW ACRES FARM, LLC

By: \_\_\_\_\_  
Brent Flaughner, Member

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

\_\_\_\_\_  
LESSEE

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

\_\_\_\_\_  
LESSEE