

The Barn at Cosgray Christmas Trees

Wedding Venue Rental Agreement



11402 N. 700 E. Idaville, IN. 47950

Wedding Couple: _____ **Wedding Date:** _____

This Agreement ("Agreement") made this _____ (Date), is by and between Mark Cosgray and Cindy Cosgray ("Manager") of Cosgray Christmas Trees LLC, whose business address is 11402 N. 700 E. Idaville, IN. 47950, and _____ ("Renter"), collectively referred to as the "Parties".

This Agreement regards to the use of the property provided by the Cosgray Christmas Trees LLC, at the address above, which is as an event venue only and does not include services or equipment to plan, coordinate, set-up of the "Parties" decorations or props, perform/ conduct, or tear-down of the "Parties" decorations or props after the wedding event. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Property Rental. The Wedding Venue at Cosgray Christmas Trees LLC is available for from 8am – 12 midnight, and includes use of the wedding ceremony site, reception barn, wreath shed/food service area, alcohol barn, and outdoor patio area. The reception barn can accommodate up to 140-150 guests for a seated dinner. Attendance size can be increased with the addition of an outdoor tent (Cosgray Christmas Trees LLC does not rent or provide tents). Manager hereby grants to Renter a limited and revocable license (the "License") to use the property located at 11402 N. 700 E. Idaville, IN. 47950 ("Property"). The License permits Renter to use the Property only on the Event Date(s), during the hours specified below, and only for the purposes set forth in this Agreement.

Inclusions:

Tables and chairs for use in the reception barn or ceremony site

Cocktail tables

Wreath shed to be used as the food service area

Sound system, iPod dock, wireless microphone for wedding ceremony

Wedding Arbor

Shepherd's stands for bench markers at ceremony site

Three guest bathrooms

Separate Alcohol Barn

Staff attendants during your event

Trash removal

Limited freezer space for ice

Other decoration pieces/props as available (DIY Photo Board, Photo Ladder, Wooden Spools, Wine Barrels, Galvanized Tubs, Reclaimed Doors, etc.)

Golf Cart Transportation for Bridal Party and Guests

Any additional decorating pieces Cosgray Christmas Trees adds to offerings at the time of your booking.

2. **Set up:** Wedding venue rental includes access to rectangular and round tables, and chairs to be used during the event. Table linens are not provided, but are available for rent. A date and time for decorating must be pre-determined. Staples and nails may be used at the discretion of the manager for decorating, but must be approved. Tape may be used as long as it does not leave any residual adhesive behind when removed. No potentially damaging adhesives may be used when decorating. Cosgray Christmas Trees LLC event staff will assist the Renter in setting up reception tables and chairs, however, the renter is responsible for signing off on the floor plan layout as designed by our staff at the planning session.

- 20 – 96” x 30” Long tables (Seats 8-10 people)
- 20 – 60” Round tables (Seats 8 people)
- 6 – 32” Round bar height cocktail tables
- 350 – Black Hercules style resin folding chairs with padded seats
- 1 – 36” round table (Used for ceremonial cake cutting/Sweetheart table)

3. **Event Date(s).** The Event shall be held on the date(s) (“Event Date”) listed below. The Event Date(s) shall include set-up, rehearsal, wedding, reception, and tear-down. Renter shall not have access to the Property at any time other than during the Event Date(s), unless Renter receives prior permission from Manager.

Event Date(s):
 Planning Session: _____ Time: _____
 Set-up: Date: _____ Time: _____
 Rehearsal: Date: _____ Time: _____
 Wedding: Date: _____ Time: _____
 Tear-down: _____

4. **Deposits and Payment Agreements.** Renter shall pay to Owner/Manager total fee of _____ for the use of the Property as listed below. To *confirm the date* of your event, the Initial Deposit is required along with this signed contract. Owner/Manager shall have no obligations to reserve a date under this Agreement until the Initial Deposit is paid in full. The remainder of the Payments shall be paid as follows: the Second Deposit will require 50% of the balance, and is due 6 months prior to the Wedding date. Payment of the Remaining Balance will be ***“due in full”*** 30 days prior to the Wedding date. If Renter fails to pay the Rental Fee’s by the Payment Due Dates as outlined below, the Owner/Manager shall have the right to revoke the Agreement and to keep the full amount of all Deposits and Payments paid up to the "date of revocation" as liquidated damages. The Initial Deposit will be applied toward the total rental fee. Any damages that occur (beyond normal wear and tear) will be the responsibility of the renter, and will be billed to the renter.

<u>Scheduled Payments</u>	<u>Amount</u>	<u>Date Due</u>
Initial Deposit:	\$1000.00 W/Signed Contract:	_____
Second Deposit:	_____	_____
Remaining Balance:	_____	_____

Additional Fees:

Alcohol Service Optional-Fees are separate from the Venue Rental Fee. See Section 8 of the contract and Alcohol Service Pricing List.

5. **Cancellations.** If Renter cancels the reservation for the Event at less than one hundred and eighty (180) days of the scheduled Event Date, the 1st and 2nd Deposit will be NON-REFUNDABLE, and shall be retained as liquidation of damages. If Renter cancels the reservation for the Event less than ninety (90) days of the scheduled Event Date, the Renter will be financially responsible for the **entire Rental Fee** (including any special items ordered/costs that are associated with their Event that cannot be returned or utilized for another event, etc.) as liquidation of damages.

6. **Decorating/Condition of the Premises.** Decorating must be performed during the rental agreement times agreed upon in this contract, unless approved by Manager. No decorations are allowed that leave any kind of residue or damage to the facility. Tacks, staples, and nails are not allowed unless approved by the Manager or the Manager's designee. Only votive candles and candles in hurricane-style enclosures are allowed. **ALL CANDLES AND VOTIVES MUST BE CONTAINED IN A GLASS CONTAINER.** Renter shall be responsible for any damage caused to the Property beyond ordinary wear and tear. Any cleaning of the grounds that is required by the Manager or Manager's staff following the termination of this agreement shall be charged to the Renter at a rate of \$150/hr, and will be billed to the Renter. All decorations must be removed at the end of the event (or as pre-determined in the contract), and the facility returned to the original setting.

7. **Permitted Use.** The Event may not be open to the general public and may only include invited guests.

8. **Restrictions.** Renter is responsible to provide supervision for all children while on the Cosgray Christmas Trees, LLC property. This is an active farm with equipment, structures, and fields that could be damaged or provide a hazard to children if not supervised. Guests may not bring pets as they will not be allowed on the property. Mylar confetti may not be used for decoration or celebration. Stapling or nailing of decorations to the buildings, barn, fences or other areas is not allowed without the express permission of the Manager or Manager's designee. Renter is responsible to make sure guests are aware that roaming on the farm grounds, outside of the immediate wedding ceremony, and reception area is prohibited without authorization and direct supervision of Manager or Manager's designee (*this includes the bridal party and photographer*).

9. **Alcohol.** As the HOST of a private party, the CLIENT/RENTER acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at Cosgray Christmas Trees LLC during the duration of the event described in this contract, and for any rehearsals, decorating, or planning sessions associated with the scheduled event. **Alcoholic beverages will be purchased and served through Cosgray Christmas Trees LLC only, who holds a valid beer and wine license, and employs licensed bartenders.** Service of alcoholic beverages is limited to persons who have the proper license from the Indiana Alcohol Commission, and will be hired by Cosgray Christmas Trees LLC. The licensed bar staff will exercise due care in serving alcoholic beverages, and will refuse service to any person appearing under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears under 21 years of age, or at the discretion of the licensed bar staff to assure that persons who are served alcohol are above the legal age to drink in the State of Indiana. Once a person has had their proof of age verified and confirmed, a colored bracelet will be placed on the individuals wrist for the length of the event. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The licensed bar service or its agent WILL PROVIDE ALL ALCOHOLIC BEVERAGES CONSUMED for the clients event in accordance with the laws and regulations of the State of Indiana.

As such, NO OUTSIDE alcohol will be allowed to be brought on the property by the CLIENT or ANY of his/her GUESTS/INVITEES. Any person that is found with OUTSIDE ALCOHOL will have the alcohol confiscated, and will be asked to leave the property.

Client/Renter agrees to fully cooperate and assist Cosgray Christmas Trees LLC, the licensed bar staff and its agent in enforcing the laws of the State of Indiana and the policies of Cosgray Christmas Trees LLC regarding the consumption of alcoholic beverages. BY LAW, NO ONE UNDER 21 YEARS OF AGE MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. Cosgray Christmas Trees LLC reserves the right to ask the entire party to leave if a minor is consuming alcohol or an adult is providing alcohol to a minor. Cosgray Christmas Trees, LLC forbids the service of alcohol to minors. The party renting the facility shall ensure that no underage drinking is allowed. The sobriety of all guests is the responsibility of Renter. The Renter is responsible for "Bar Set-up Fee" for all **Open** and **Cash** bar services. CLIENT INITIAL:_____ DATE:_____

10. Special Event Liability Insurance. The "Renter" must provide proof of liability insurance to the Owners/Manager. The insurance policy must have a limit of not less than \$300,000 for injury to or death of one person in any one occurrence and not less than \$1,000,000 for injury or death of all persons in that occurrence. **This policy is to cover all services, including alcohol (if you chose that service for your reception) provided by the renter on the property for the dates of the event.** The Cosgray Christmas Trees LLC, Mark D. Cosgray and Cindy L. Cosgray are all to be listed as co-insured's'. A certificate of insurance with coverage dates/limits must be provided to Owners/Manager at least 30 days prior to the Event.

11. Hold Harmless and Indemnification. Cosgray Christmas Trees LLC shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by you, or by any of your employees, agents, invitees, and guests due to your use of the facilities, or arising out of the use, operation of condition of any equipment, machines or appliances used in the facilities, or arising from any acts of negligence or the negligence of any employees, agents, invitees or guests of yours. It is agreed and understood that you hereby expressly release and discharge Cosgray Christmas Trees LLC and its owners, officers, employees, heirs and agents from any and all demands, claims and actions arising out of any such causes. Moreover, it is agreed and understood that you shall defend, indemnify and hold harmless Cosgray Christmas Trees LLC and its officers, directors, employees, heirs and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, reasonable attorney's fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property and/or occurring in, upon or about the facilities due directly or indirectly to your use of the facilities. This obligation of yours to protect, indemnify and hold harmless Cosgray Christmas Trees LLC shall include the obligation to pay all reasonable expenses incurred by Cosgray Christmas Trees LLC in defending any of such claims, including reasonable attorney's fees. Renter hereby indemnifies and holds harmless Manager, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Property, including any acts or omissions on the part of Renter, independent contractors, guests, invitees, or other agents. Renter shall immediately notify Manager of any damage or injury of which they have knowledge in, to, or near the Property, regardless of the cause of such damage or injury.

12. Compliance with Laws. Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Property according to the permitted uses set forth in Section 6 in a lawful manner. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Renter hereby indemnifies Manager, their employees, agents, heirs, successors and assigns, for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorney fees) arising out of or in connection with Renter's violation of any local, state, or federal laws, rules, regulations or ordinances related to Renter's use of the Property.

13. **Revocation.** Manager shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Manager revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Manager shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

14. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Indiana, without regard to conflicts of law principles.

15. **Severability.** If any part of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing.

17. **Attorney Fees.** If any legal action is commenced or maintained in court, whether in law or in equity, by any part to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Manager, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

19. **Additional Services.**

Rehearsal Dinner/Open Patio: Catered in \$150/Cooked on site using our kitchen \$250
Linens: \$7/table

Damaged with writing, tears or burn marks (additional \$10 per linen)

China: \$1/item

Yard Game Damage Deposit: \$15 game deposit (Refunded at the end of the night if not damaged) Replacement cost = current replacement cost of item.

Buffet Service and Food Clean-up: \$400 (Our staff to serve, fill trays/drinks, cut cake)

***We do not provide service for "Family Style or Plated Meals".**

Additional Information:

The wedding party/guests will have access to three unisex bathrooms.

Smoking will not be permitted in any of the buildings on the property. Smoking will be allowed in one area designated outside of the "Gift Barn" and in the "Game Yard", and all smoking materials must be discarded in the receptacle designated for such.

Tents may be rented but must be removed the day after the wedding, or within a timeframe arranged with the manager. Cosgray Christmas Trees LLC does not rent or provide tents for this purpose. Please discuss details with Cosgray Christmas Trees LLC representative.

No bottle rockets, fire crackers or any other fireworks are allowed on the property.

Sparklers may be used in the outside patio area with permission by the Manager. No lighters or matches are allowed on tables or in any of the farm venue buildings as a decoration or wedding favors.

Children must be supervised at all times and are the responsibility of the clients guest/invitee.

Absolutely no weapons or firearms are allowed on Cosgray Christmas Trees LLC property.

Cosgray Christmas Trees LLC personnel have the authority to contact law enforcement officials, if necessary, to protect Cosgray Christmas Trees LLC, it's staff, or any guests.

Cosgray Christmas Trees LLC will not be held liable for injuries or property damage/loss during the rented event, including, but not limited to: death, personal injury, property damage and any other incidents that may occur to any persons by use of the building and premises during the term of this agreement. The term of the agreement begins when the first guest arrives on the property and concludes when the last person leaves the property.

Signatures:

RENTER:

MANAGER:

Signature

Signature

Printed Name

Printed Name

Renter

Owner/Manager

Title

Title

Date

Date

Renters Address:

Bride: email: _____

Phone: _____

Revised:
08-23-15
01-04-16
07-11-16
08-28-16
08-26-18
09-11-18
01-02-23