

HOLLAND BROOKS EVENT SPACE

BOOKING TERMS

1. PACKAGE SELECTION:

FUNCTION INFORMATION AGENDA/PACKAGE SELECTION & DETAILS

Clients and their outside vendors will be permitted to access the venue ("Venue Area") based upon the selected package times, terms, conditions and limitations. Package terms and conditions are apt to change in the future.

The Venue agrees to provide the following amenities for the Clients for Base Packages:

- Access to Event Hall
- Use of 6ft Round Tables (10 people per table) and Cross-back Chairs
- White or Black Linens
- Access to Prep Kitchen
- Access to Bourbon Lounge & Dixie Suite (get ready suites)

2. EVENT PLANNING/VENDORS/EVENT STAFFING

Licensed and insured vendors are required. This includes caterers and bar service. No self-service alcohol (or BYOB) is permitted. No liquor is permitted without written permission on Venue property. The Venue reserves the right to ask the Clients and/or their attendees to leave the property for not following these guidelines.

Within sixty (60) days prior to the Event, the Clients will provide a list of vendors and contact information for each vendor to the Venue. *The Venue DOES NOT assume any liability for the service of any refreshments, food, or beverages. The Venue does not assume any liability for any vendors.*

Clients will participate in a planning meeting with the Venue that will be held no later than 30 days before the Event ("30-Day Meeting" or "Final Walkthrough") with Venue staff. *The Client's Wedding Planner or Coordinator and all other vendors needing pre-access to the Venue should attend this meeting.*

After the 30-Day Meeting or Final Walkthrough, these documents/this information will be considered final.

Holland Brooks Event Space & Distillery will provide on-site staff during the Event to answer questions and address property maintenance issues. The Venue will provide contact information for staff "on call."

All decorating outside provided furnishing is the responsibility of the Clients.

3. USE RESTRICTIONS

All outside vendors must be licensed AND insured and provide evidence of insurance to the Venue PRIOR TO the 30-Day Meeting. If the vendor does not carry insurance, a day of policy must be purchased by the vendor or Clients on the vendor's behalf. This includes but is not limited to caterers, photographers, videographers, DJs, and bartenders. Holland Brooks Event Space & Distillery should be named as an insured entity on all day-of policies.

The Venue Area is only to be used for the Event and for no other purposes.

No heaters are permitted without prior approval from Venue. 30-day minimum notice required for request. Smoking is strictly prohibited in the Venue and within 50 feet of all building entrances, exits, and windows.

No rice, confetti, or glitter is allowed inside or outside the Venue.

Wedding sparklers (steel wire core) may ONLY be used outside on E. 3rd Avenue, no closer than 10 feet from ANY structure. Wedding sparklers must be extinguished in metal buckets provided by the clients. There will be NO EXCEPTIONS.

No pets are permitted within the Venue Area except for service animals or leashed pets that are an integral part of the Event.

No burning candles or open flames are permitted. Fireworks, explosives, or combustibles are strictly prohibited. There will be NO EXCEPTIONS.

Music and other sound must not be audible beyond the Venue Area and must cease by 10pm. A Venue staff member will speak with DJ services about sound prior to the event.

All children in attendance at the Event must be supervised at all times. Unsupervised children ARE NOT the responsibility of the Venue.

No threatening behavior is permitted, and the Venue reserves the right to terminate the Event immediately if such activity occurs.

Dance floors and dancing are the responsibility of the Client.

Venue representatives will monitor Event activities and have the authority to enforce this Agreement. A Venue representative may terminate the Event if the Group fails to honor the Agreement or applicable local law.

Adverse weather conditions will be discussed at or before the 30 Day Meeting.

4. SET UP AND BREAKDOWN

No "day after" pickups will be allowed unless approved by the Chief Operating Officer. Rental Equipment/Wedding Supplies procured from outside vendors must be delivered and removed during the Access Period.

Set-up and breakdown times must fall within the total rental period as stated in Packages. It is the responsibility of the Clients and their vendors to set up, break down, and move equipment and other items within the Venue Area for the Event. *The Client is not responsible for breaking down chairs or tables in the ceremony or reception areas.* All equipment must have appropriate materials to ensure no damage is made to the Venue.

It is recommended that at least one hour be allowed for Event breakdown (10:00p-11:00p). It may not take you or our staff a full hour, but it will most likely take your DJ and food services that long. A contact person from the Clients must participate in a Venue "walk through" and check out with a representative of the Venue.

There will be a \$150 fee for events extending beyond the outlined rental time period. This includes the completion of cleanup by the Clients, the Clients' designee(s), and the Client's vendors.

The Clients must ask permission of the Venue before nails, tacks or staples are used in the walls or brick/woodwork. If tape is used, it must be painter's tape. All decorations and tape must be removed after the Event no later than the time outlined in the selected Wedding Package.

All trash and recyclables, from the venue and surrounding areas, must be cleaned up and placed in trash receptacles. If signs were placed in the Venue Area, they must also be removed no later than the time outlined in the selected Wedding Package. The Clients' caterer is responsible for clearing all glassware and trash from the tables.

The Clients must notify the Venue promptly of any damages that have occurred during the Event.

5. PERSONAL AND ABANDONED PROPERTY

The Venue and its representatives assume no responsibility for any property placed in the Venue Area or on the premises or any property that is left on the premises after the Event is over.

6. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Clients agree to indemnify and hold the Venue, 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 or chattels, on or about the Venue Area, or to the property itself resulting from any act done, or omission by or through the Clients, their agents, contractors, employees, invitees, or any person on the premises by reason of Clients' use or occupancy thereof.

These may include, but are not limited to accident, injury or damage to property arising from any act of the Clients or Clients' guest, whether intentional or negligent, which occur during use. Clients agree to pay all costs and attorney fees incurred by the Venue and its representatives in defending any such claim or action brought against the Venue and its representatives.

The Venue is not liable or obligated in any way, financial or otherwise, to independent vendors, such as caterers, bartenders, DJs, photographers, wedding planners, etc. All outside vendors carrying out services onsite must be licensed. This includes but is not limited to: caterers, photographers, videographers, DJs, bartenders.

The Venue is not responsible for any acts of third persons, any criminal activity of persons, or matters when persons contribute or are negligent to any injury.

7. ARTISTIC RELEASE

1. Photos & videos taken by Photographers/Videographers/Guests - Holland Brooks Event Space & Distillery encourages Clients' vendors and Clients' guests to take photos during the Event. The Venue hopes that the Clients will share these pictures so they can be used for promotional purposes. We also encourage sharing photos on social media.

2. Photos & videos taken by Holland Brooks Event Space & Distillery- The Venue Staff may take photographs and video at the Event and reserve the right to use these photos and videos for promotional purposes. It is understood by Clients that attendance at an Event at Holland Brooks Event Space & Distillery includes permission to use their images in promotional materials.

8. ALCOHOL (terms of this section are subject to change between the date of this agreement and March 2025. Clients will be notified of changes as soon as possible.)

Holland Brooks Event Space & Distillery will not provide or serve any alcohol. Alcohol is the sole responsibility of the Client. Holland Brooks Event Space & Distillery will hold firm the following conditions:

No liquor is allowed. Beer and Wine are allowable and require a bartender for service.

The Venue reserves the right to hire off duty law enforcement for security at any and all Events in which alcohol is served, or the Venue perceives the presence of law enforcement necessary.

All alcohol service must end by 10:00pm and may not be served for more than 5 hours.

The Clients agree and warrant that there shall be **NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21 ON THE PREMISES**. The Clients agree to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated OR under 21 years of age. The Clients shall monitor all services, if any, of alcohol and specifically acknowledge that the Clients are 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.

The Venue may ask guests for identification to verify age and reserves the right to ask guests and/or 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 guest appears intoxicated and refuses to leave the premises.

*If alcohol is SERVED at the Event, the Clients acknowledge that the Clients are responsible for obtaining a "Limited Special Occasion and Special One-Time Permit" to serve beer and wine and confirming that **only properly licensed server(s) pour the alcohol and that all licensing and related liquor laws are observed**. Clients must provide proof of Bartender's license to the Venue at the 30-Day Meeting (See Section 3).*

All alcohol must be poured by a Licensed Bartender (must hold a permit from the North Carolina ABC Commission. ALL ALCOHOL MUST BE POURED BY A LICENSED BARTENDER, NO EXCEPTIONS.

While alcohol may be consumed in the Venue Area, there must be no alcohol consumption in the street or in cars.

The Clients agree that there will be no BYOB (Bring Your Own Beer) allowed or practiced by themselves or guests. All alcohol must be purchased by the Clients, stored within the bar area of the Venue, and served by a Licensed Bartender from within the bar area of the Venue. **NO EXCEPTIONS**. Guests drinking in the parking area or seen bringing alcohol into the venue will be asked to stop. If they continue, they will be asked to leave.

The Clients shall indemnify and hold the Venue harmless from all liability for improper use of alcohol.

9. ADA COMPLIANCE

Pursuant to Title III of the American with Disabilities Act, existing structures must only be modified to meet current ADA standards if the modification is readily achievable.

10. CREDIT CARD ON FILE AND DAMAGE TO VENUE

A credit card must be filed with the Venue by the Client 90 days prior to the Event. If damage is incurred to the Venue property during the Event, the Clients agree to pay for any damage to the venue space incurred during the rental period due to acts of the Clients and/or their attendees. The Clients will not be responsible for ordinary wear and tears or for damage shown to be caused by people other than the Clients and/or their attendees.

The Client will be notified of any and all damages no later than 3 days after the Event. Before the Venue charges the credit card the client will be notified and provided a 3rd party invoice for damages.

11. SAFETY DEPOSIT

The Safety Deposit is a refundable payment of \$500. The Client will receive a notice of returned funds within 14 days post event so long as the Venue incurs no damage to property.

12. BOOKING FEE

The Booking Fee is a single payment of 50% of the Client's Total Venue Cost to secure the Client's preferred Event date.

1. The Booking Fee is expected to be paid, in full, within 14 days of selecting the Event date, and is non-refundable. A Rental Agreement, with remaining invoice date(s) will proceed 14 days to the completion of this Booking Agreement.

2. Returned Check/Declined Credit Card: In the event that any check is returned by the financial institution, or a credit card is declined, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for the Rejected Payment Fee and is responsible for any and all returned check fees.

PROPOSED TOTAL VENUE COST: \$ (including \$500.00 safety deposit: \$8,500)

BOOKING FEE TOTAL \$

Remaining Fees: \$ (including \$500 safety deposit)

BILLING ARRANGEMENTS AND METHOD OF PAYMENT

Circle corresponding responses:

Y N Cash, money order, or other guaranteed form of payment

Y N Credit Card with processing fee.

Y N Check - payable to Holland Brooks Event Space & Distillery at 206 E 3rd Avenue, Lexington, NC 27292

13. DATE CHANGES

Contracted date changes prior to 120 days of the Event are subject to approval by Holland Brooks Event Space & Distillery. The Venue cannot guarantee date availability. The Venue will only make this consideration once and the decision is pending date availability. Holland Brooks Event Space & Distillery will charge a fee of \$150.00 for each subsequent date change. In the event the Client is forced to change the date of the scheduled event or wedding, every effort will be made by the Venue to transfer reservations to support the new date. **The Client agrees that in the event of a date change any expenses including, but not limited to, payments and fees paid towards the Total Venue Cost are non-refundable and non-transferable and are the sole responsibility of the Client.** The Client further understands that last-minute changes can impact the quality of the event, and the Venue is not responsible for these compromises in quality.

14. CANCELLATIONS and EXPLANATION OF DETAILS

The Clients may cancel this Agreement without cause upon written notice to the Venue more than 120 days PRIOR to the Event; however, **NO PAYMENTS MADE TOWARD THE TOTAL VENUE COST ARE REFUNDABLE. No exceptions will be made. All parties, the Clients and the Venue, are in agreement.**

The Total Rental Cost is expected to be paid in full 60 days prior to the Event. Within 60 days of the event, no cancellations will be honored. The entire Total Rental Cost (*including the \$500.00 safety deposit*) will be retained by Holland Brooks Event Space & Distillery.

The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. Payment due as a result of cancellation of this Agreement under this provision shall be made by the Client to the Venue at the time the Agreement is canceled by written notice.

15. IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability and refund of all refundable deposits, payments, and fees upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations (including zoning ordinances, safety ordinances, public health mandates), disaster, pandemic, epidemic, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal, impractical, or impossible to provide or use the Venue’s facilities.

The ability to terminate this Agreement without liability pursuant to this provision is conditioned on delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than 10 days - after learning of such basis.

16. CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either the Venue or the Clients will not be considered agreed to or binding on the other unless such modifications have been signed off on or otherwise approved in writing by the other. (Any modifications to this agreement must be made in writing and signed by both parties.)