

Barrington Hill Contract Rental Agreement

Client Name _____ Purpose of Function _____

Initial Visit Date _____ Date of Event _____

Financially Responsible Party _____ Relationship to Lessee _____

Address of Client _____ City _____ State _____ Zip _____

Address of Financially Responsible Party _____ City _____ State _____ Zip _____

Email of Client _____ Phone number for best contact _____

Email of Financially Responsible Party _____ Phone number for best contact _____

Designated Decision maker for Event & Contact Information _____

Arrival Time _____ Event Start Time _____ Event End Time _____

Number of guests attending _____

Name of Decision Maker Contact for Event & Contact information _____

Package chosen: _____

For good and valuable consideration and equivalent value, the receipt and sufficiency of which is hereby unequivocally and unconditionally acknowledged. Barrington Hill and the Lessee each agree as follows:

Barrington Hill must have choices & copies of vendor agreements at least 90- days prior to event date.

Professional planner- (must be Barrington Hill or approved by Barrington Hill Management & contracted within 60- days of signing this contract) Name & Contact information _____

Caterer- Name & Contact information of licensed Caterer selection. *(Additional invoice fees will be incurred in the event of attendee overages to be invoiced on event day)*

(A 10% service fee will be paid to Barrington Hill Farm by the vendor with a signed agreement returned to BHF prior to 90 days of the event- Additional fees will apply if invited guest number exceeds planned number identified by lessee and will be invoiced.)

Please describe catering plan/idea (i.e., cheese, crackers, buffet, etc.)

Alcoholic Beverage Vendor- _____

Music- Provided by Name & Contact _____

Power requirements for music- _____

Type of music (Violin, Harp, DJ, etc.)- _____

Transportation Plan (Limousine, special needs guests, etc.)- _____

Additional Transportation needs- _____

Layout Description (Farm site areas chosen) _____

(Please note: any additional customized décor items will be invoiced in addition to package chosen)

Payment Terms; Deposit-

In exchange for the use and rental of the below described property for the duration of the rental period. Lessee shall pay to Barrington Hill a deposit toward the rental payment, which shall be 50% of the total rental payment, rounded up to the nearest whole cent. Of which 25% must be paid at time of booking, and the remainder of the deposit to be paid within 90 days of signed contract. If following 25% is not received within 90 days of "booking date". Lessee will be will be required to pay a \$100.00 late fee. ____

Deposit is calculated as follows:

Should Lessee require additional time beyond the allotted time frame, the costs will be as follows:

2 -Hours Prior: **No Charge**

3- Hours Prior: **\$150.00**

4- Hours Prior: **\$200.00**

1- Hour **Following** Scheduled Event: **\$500.00**

Additional time is granted based on the availability of Barrington Hill Farm Management and Staff

Additional Time Needed: \$ _____ (Please initial)

Evening Event Ending Time: All Events must end at 11:00pm in order to allow for cleanup and closure of the site by 12:00am

If Lessee fails to tender the entire deposit amount in the time line as prescribed herein or if such payment tendered by Lessee is returned for insufficient funds, BHF may, at its sole discretion, cancel this agreement and funds tendered by Lessee as liquidated damages and without any further recourse to Lessee.

Final Payment:

Lessee shall pay BHF the remaining balance of the rental payment (the final payment) on or before sixty (60) days prior to the beginning time of the rental period, which, for purposes of this agreement shall be no later than the close of business on- ____/____/20____.

If full payment is not received within 60 days of event date, including copies of service agreements, and Insurance, the event will be cancelled and the date available for re-booking. Any previous monies paid to BHF will not be refunded. ____

Security Deposit: In addition to the deposit and the payments described above, Lessee shall pay Barrington Hill Farm an additional security deposit of five hundred and 00/100 dollars. (\$500.00) on or before the time Lessee/ or financially responsible party remits the final payment. Barrington Hill Farm shall return the deposit to lessee within thirty (30) days from the end of the rental period if no damages to any part of the event site are found. (To include any missing/damaged items from venue) Barrington Hill Farm may retain all or any part of the security deposit that BHF determines, in its sole discretion, as necessary to perform any necessary repairs to any part of the premises that, in BHF reasonable belief, was caused by or attributable to lessee's or any of lessee's guests, invites, vendors, agents, employees or related entities use of the premises. Damages, for purposes of this section, may include any cleanup costs incurred by BHF as a result of the lessee's use of the premises. If BHF retains any part of the security deposit, BHF shall retain notify Lessee within thirty (30) days from the end of the rental period, in writing, of amount BHF shall retain and provide a brief explanation or notation as to the nature or type of limitation of BHF's right to assert the claims against Lessee, or Lessee's invitees, guests, vendors, employees, or contractors for any additional damages incurred over and above the security deposit. __

Date changes: Contracted date changes are subject to approval by Barrington Hill Farm management. In the event that the Lessee is forced to change the date of the scheduled event or wedding every effort will be made by BHF management to transfer reservations to support the new date. Lessee agrees that in the event of a date change any expenses including but not limited to deposits and fees paid that are non-refundable and non-transferable are the sole responsibility of the Lessee. The Lessee further understands that last minute changes can impact the quality of the event and that BHF is not responsible for these compromises in quality. Barrington Hill reserves the right to charge a fee no less than \$150.00 for any location change requested less than thirty (30) days prior to the event. In addition to any location fee(s) or detail changes listed in fee schedule. (This is not limited to location changes and includes décor and other detail changes as previously designated.) __

Cancellations: In the event of a special event or wedding, all payments made to date are non-refundable and all outstanding payments will be due immediately. Security deposit (if collected) shall be returned within thirty (30) days of said cancellation.

Barrington Hill Farm may cancel this rental agreement for any reason by providing written notice to Lessee on or before sixty (60) days from the beginning of the rental period. If BHF cancels this agreement and Lessee has not breached, terminated, or otherwise cancelled this agreement, BHF shall then promptly return to Lessee all payments tendered by the Lessee to BHF.

Barrington Hill Farm may cancel this rental agreement at any time including the date(s) of the Rental Period, in the event of a natural disaster, war, riot, labor strike, walk out or lock out, approaching hurricane, tropical storm, or any major weather event, in which BHF shall return to Lessee payments tendered by Lessee to BHF. In all events, BHF's liability shall never exceed the total amount that Lessee tendered to BHF under this agreement.

LESSEE SHALL NOT CANCEL THIS AGREEMENT AND THEREAFTER ATTEMPT TO ENTER INTO A SUBSEQUENT AGREEMENT WITH THE DISTRICT RELATING TO ANY PART OF THE PREMISES FOR ANY

TIME SET FORTH WITHIN THE RENTAL PERIOD OF THIS AGREEMENT. NOR SHALL LESSEE ATTEMPT TO MODIFY THIS AGREEMENT TO ALTER, DELETE, ADD, CHANGE, OR AMEND THE AREA(S) OF THE PREMISES RENTED. LESSEE SHALL NOT ATTEMPT TO SELL, ASSIGN OR OTHERWISE TRANSFER ANY OF LESSEE'S RIGHTS UNDER THIS AGREEMENT FOR COMMERCIAL OR PECUNIARY GAIN.

Insurance-A certificate of Liability Insurance is required to hold a private event at Barrington Hill Farm. The client shall maintain Commercial General Liability Insurance, including Host Liquor liability, in an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name Barrington Hill Farm as additional insured, and certificate with an endorsement must be provided thirty (30) days prior to the event. (Insurance is separate from and in addition to insurance provided by the caterer, if one is contracted.)

Premises Leased "As Is" - Lessee agrees to accept the part(s) of the Premises rented under this agreement, as well as the exits, entrances, and appurtenances thereto "As Is". Barrington Hill shall have no obligation to alter or modify any part(s) of the Premises under this Agreement.

USE of the Premises:

- 1. Clean-up**- Lessee assumes full and sole responsibility of all aspects of cleaning the rented premises in connection with the event described herein. Clean up shall include, but be limited to, placing all trash in the premises, returning all BHF property, and returning all property that does not belong to BHF, from or any items belonging to BHF are to be moved without permission. Unless previously agreed in writing.
- 2. Lighting**- All decorative and outdoor lighting will be Barrington Hill Subcontractors.
- 3. Smoking**- Barrington Hill Farm is a non-smoking facility. Smoking is ONLY permitted at the designated "Bonfire area." Appropriate receptacles will be provided by Lessee for cigarettes, anyone throwing cigarettes on the lawn will be asked to leave immediately. Lessee shall not smoke nor shall Lessee allow any of its guests, invitees, vendors, agents, employees, or contractors to smoke in any area other than the designated smoking area.
- 4. All Vendors/Providers**- Including but not limited to, photographer, caterer, musicians, officiator, and any other "Services" independently contracted by the Lessee-Are the full responsibility of the Lessee. Lessee agrees to provide a copy of insurance for all vendors that enter the property.
- 5. Children**- Children must be supervised by an adult at all times at Barrington Hill Farm.
- 6. Pets**- No pets are allowed, with the exception of Guide and service dogs that are leashed at all times.
- 7. Set-Up**- Set up of the event area may begin two (2) hours before the start, or earlier with prior arrangement with Executive Director and purchase of extra time. Therefore, only BHF staff are permitted in set-up areas during designated times.
- 8. Weather**- Lessee acknowledges that weather conditions in Florida are subject to drastic and unexpected changes at any time. Lessee assumes the risk that its use of any portion of the premises located outside, including the oak grove, and front event pad, may be severely

Impacted by adverse weather conditions. Lessee shall not be relieved from any obligations under this agreement as a result of the weather. BHF reserves the right to change location of ceremony if deemed inappropriate weather conditions for an outdoor ceremony. In addition, no credit will be issued for unforeseen circumstances due to weather as it relates to décor items (such as flower containers that don't properly stay grounded on tables or candles that blow out due to wind or table tops and linens

that don't remain in position due to wind conditions, or chandeliers that are unable to be hung in exact position or at all due to weather, etc.) these occurrences are simply beyond the scope of BHF staff members. However, we enter this contract with the intention to do our best in any given circumstance.

9. **Parking-** Lessee expressly waives all claims of liability against Barrington Hill Farm, its owners and or employees and subcontractors arising out the lessee and its guests using the parking facilities in relation to the function mentioned in this contract.
10. **Day of the event-** Any of the moment activities and or expenses incurred the day of the event will be invoiced to Lessee. (Additional guests not accounted for, last minute additional flowers, etc.)
11. **Substitutions-** BHF reserves the right to execute decisions of substitutions when necessary due to unforeseen circumstances. (example, shade of flowers, or selection of flowers due to seasonal availability or other décor items as additional costs may be incurred if even available)
12. **Initial Facility Visit/Follow up visit-**This is a very important decision, we ensure that your initial visit is complimentary, and we will provide you with the time you need to enjoy all of the available locations. As this is a "Working Farm" any additional (scheduled) visits will be limited to one (1) hour, and there will be a fee per hour charged, added to your final invoice. This does not include the final meeting with your vendors.

Requirements and Restrictions:

In addition to the obligations and requirements set forth herein, Lessee shall (1) be present on the part(s) of the premises rented under this Agreement for the entire rental period. (2) Comply and cooperate with all reasonable requests and directions made by authorized agents and employees of BHF relating to the premises rented. (3) Supervise or require adequate adult supervision of all minor guests, guests, and invitees. (4) Promptly notify BHF director of any damages to the premises or any property of BHF that the Lessee becomes or reasonably should become aware of. (5) Obtain all licenses, permits, union and trade organization clearances required under law in connection with the event described above. (6) Obtain and maintain any insurance, including worker's compensation insurance, which may be required under Florida and Federal law in connection with event described above. (7) Comply with and/or obtain (at Lessee's expense) compliance with all Florida and federal laws, including without limitation the Americans with Disabilities Act, in connection with the event described above and (8) confine all loading and unloading relating to the event described above to the loading area designated.

Alcoholic Beverages: Lessee shall abide by all federal, state, county and municipal laws, ordinances and regulations regarding the provision, sale, or service of alcoholic beverages. Lessee shall not allow or permit the sale or service of alcoholic beverages to third parties on the premises during, before, or after the rental period except through a duly licensed vendor and only after first having obtained the prior approval of the venue management. Lessee shall confine all consumption of alcoholic beverages to the area(s) of the premises lessee has rented under this agreement. No glass containers or glassware are permitted on premises. (Other than inside designated reception area for purposes of direct consumption) Lessee shall cause all of the lessee's guest invitees, vendors, contractors, agents and employees to abide by the terms and conditions of this paragraph. No guests are to walk with any beverages to the designated parking areas. _____

In addition to the restrictions described herein, Lessee shall not nor shall allow any of its guests, invitees, agents, employees, vendors, or contractors to do any of the following: (1) Breach any term or condition in this agreement; (2) Smoke in any area of the premises except the designated area described in Agreement, (3)Hang any banner, overhead sign, disco ball, or sound, or lighting equipment from any part of ceiling, support beam, pillar, wall, roof, or tree on premises; (4) move or adjust any furniture or portable wall on the premises; (5)distribute or use any item with adhesive backing while on premises, including without limitation any form of adhesive taping; (6)distribute, use, or ignite any open flame while on premises, except reasonably sized candles placed in a safe manner within a glass contained candle holder on top of tables; (7) place any hot item, including without limitation serving trays, bowls, or plates of any table on premises unless a cork pad is placed immediately under said item;(8) bring, us or distribute any form of straw, bird seed, rice or glitter on premises; (10) bring, use, or operate any machinery, power equipment, flammable substance, explosive or incendiary device, flash powder, stage device, prop, or laser on the premises without first obtaining BHF's consent and then, only in a safe manner in compliance with all local fire and safety regulations and precautions; (11)bring, use any hazardous, dangerous, or illegal substances or material onto the premises; (12)bring, use or operate any kind of fog machine on the premises without first obtaining permission from BHF management; (13) block, bolt, or lock any access door, entrance or exit on the premises during rental period; (14) park any automobile or otherwise block any fire lane or any other area that is marked "No Parking";(15)move, obstruct, or conceal any firefighting or emergency equipment on the premises; (16)bring, or use any drapes, curtains, table coverings, skirts, carpets, or other similar cloth materials on the premises that are not flame retardant. (17) BHF reserves the right to remove any guests, invitees from premises that is deemed to unreasonable, disrespectful or unsafe.

Consent and Waiver-No consent or waiver, express or implied by any party hereto of any breach or default by any other party hereto the performance of its obligations hereunder shall be deemed or constructed to be consent or waiver to of or any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Amendments- This Agreement may not be modified or amended except in writing signed and initialed by all parties hereto.

Entire Agreement-This Agreement constituted the entire agreement among parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions, whether oral or written, express, or implied, of such parties concerning the subject matter hereof, and within the subject matter hereof.

Third Party Beneficiary- Nothing in this agreement shall be deemed to create any right in any creditor or other person not a party hereto (other than the successors and assigns of a party hereto) who has executed this agreement, and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any other party.

Default- Lessee hereby acknowledges that each and every term and condition under this agreement was a material inducement to BHF to enter into this Agreement with Lessee. Accordingly, if Lessee fails to perform any term and condition described herein, it shall be in default of its obligations under this agreement and shall thereby materially breached this agreement.

Lost or Stolen Items-Barrington Hill Farm is not responsible for lost or stolen items on the premises. Lessee hereby and unequivocally releases BHF, its parents, subsidiaries, partners, and all their respective employees, officers, directors, and agents from any liability relating, in any way, to any damaged, lost or stolen property on or near the premises during the rental period.

Indemnity- Lessee shall indemnify, protect, and forever hold harmless Barrington Hill Farm, their subsidiaries, parents, partners, and affiliated entities, ad all of their respective agents, officers, and employees against any claims, demands, lawsuits, or administrative actions, including without limitation any such claim demand, lawsuit, or any injuries, sickness, mental distress, or death or for any property damages that are sustained on or about the premises during the rental period and for such time as Lessee and/or any invitee, guest, agent, employee, or contractor of the Lessee is present on premises.

Attorney's Fees- In any proceeding of any kind in any forum arising from or related to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover all of its attorney's fees, all costs, and all expenses.

Notices- Any notice (including notice of address changes) under this Agreement must be in writing and either courier delivered or sent by certified or registered mail, return receipt requested, to the parties at the addresses set forth in page one (1) of this Agreement.

No Contract until Effective Date- The delivery of this Agreement to the Lessee shall not be construed as imposing any obligation on BHF regarding or resulting to any matter set forth in this agreement. This agreement shall not come into effect until the Effective Date hereof, which shall be the date that BHF, through a duly authorized agent, or employee, has executed this agreement and Lessee has tendered the Deposit to BHF. Rental of the premises, the Rental Payment, Deposit, applicable discounts (if any) and all other terms and conditions contained herein, are subject to change at BHF's sole discretion until this Agreement is fully executed and the deposit tendered by Lessee to BHF.

Compliance With- During Lessee's use of the rented premises, Lessee shall not violate or attempt to violate any law, statute, ordinance, or agency regulation, and shall comply with all requests made by local law enforcement officials and their agents when made that relate, in any way to Lessee's use of the premises. Lessee shall make every effort to ensure that Lessee's invitees, guests, vendors, agents, and employees comply with all laws, statutes, ordinances, and agency regulations while they are on or about the premises.

Liability- the Lessee assumes full responsibility for any injury, theft, loss, or damages to its guests, to the guest's property, to Barrington Hill Farm or any third person. Barrington Hill Farm, Inc. and its respective officers, employees, agents, contractors, guests and third parties assume no responsibility for any injury or loss or damage resulting from the event at Barrington Hill Farm or Plantation House. ____

Lessee acknowledges that he/she has inspected Barrington Hill Farm and found the property and facilities suitable for Lessee's intended use and agrees to advise all persons connected with the event of all rules and governing the use of the property and facilities herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below:

Barrington Hill Farm

Lessee

By: _____

Signature

Signature

Printed Name

Printed Name

It's officer or duly authorized agent

Dated: ___/___/20__

Dated: ___/___/20__