

Holly Oak Farms Rental Agreement

15 Muller Lake Road, St. Matthews, SC 29135

RESERVATIONS: A signed payment plan and a signed contract are required. Signed contract, payment plan and initial payment must be received within seven (7) days of contract issue date. Initial deposit is equivalent to 25% of total rental fee. Equal monthly payments can be arranged for the remainder of the rental fee. Final payment will be due 60 days before the contracted date.

PAYMENTS: Accounts 60 days in arrears will be considered abandoned and the reserved dates will be made available to others. Please contact us if you have an emergency and need more time for your scheduled payment. If final payment is not paid in full within ten (10) days of the event date, the event will be canceled without refund.

Payments can be made by cash, check, Venmo (@marty-millender) or CashApp (\$hollyoakfarms). Check payments can only be made up to 30 days from the date of the event.

MAKE CHECKS PAYABLE TO: Holly Oak Farms Mailing address: 126 Fall Branch Road, St. Matthews, SC 29135

SECURITY DEPOSIT: A \$300 refundable security deposit will be due seven (7) days prior to the event date. A thorough inspection of the facility and surrounding area will be done after the event. If no damage is found, the security deposit will be refunded within fourteen (14) days. Security deposit can be made by cash, check, Venmo (@marty-millender) or CashApp (\$hollyoakfarms)

SITE VISITS: Rental fee includes up to 3 visits to Holly Oak Farms. Any additional visits will be \$25.00 per visit. Visits are by appointment only and can only be scheduled when the facility is not being used for events.

INCLEMENT WEATHER: In the event of severely inclement weather, as determined by Holly Oak Farms, 100% of the payment may be used for another available date. If the Client decides not to re-book, no refund will be given.

Holly Oak Farms is not responsible for inclement weather and its effect on the Client's event.

NOISE: Holly Oak Farms is in Calhoun County. Calhoun County has a county wide noise ordinance. Instructions will be given to anyone playing music. There are parameters set for how loud music (or voice) can be and these must be strictly adhered to.

DÉCOR: We require that Clients and their Providers adhere to the following decorating guidelines:

1. Furniture and fixtures must not be moved without consent by Holly Oak Farms personnel.
2. Adhesive devices such as "Command Strips" are the preferred method for attachment of décor items to any walls or fixtures and the devices must be removed completely along with the décor item. Nails or screws used in any wall, fixture or equipment are not permitted. Thumb tacks may be permitted in some areas with approval of Holly Oak Farms personnel.
3. Only electric or battery operated candles are allowed
4. Confetti, party string or other inorganic materials are not permitted as they may present a danger to the property and wildlife. Bubbles, lavender, flower petals or other similar organic material may be used outdoors only.
5. Please ensure that all decor items borrowed from Holly Oak Farms remain after the event. If items are inadvertently taken please return them as soon as possible. If anything is broken during the event please inform us.

FIREWORKS: The use of fireworks on the grounds is prohibited. Sparklers may be allowed in certain areas with the consent of Holly Oaks Farms personnel.

FIRES/GRILLS: Fires are prohibited on the grounds. Charcoal grills are prohibited. Gas grills may be used with consent of Holly Oak Farms personnel.

Initial: _____ **Date:** _____

KITCHEN USE: The kitchen area can be used for warming prepared food. No cooking is allowed. Please refrain from loading the refrigerator with hot food and drinks. The refrigerator is designed to shut down if it gets too warm.

TENTS: Tents may be used on the grounds. Depending on location, they may need to be secured by weights or water barrels. The use of stakes will be the decision of Holly Oak Farms personnel.

SMOKING POLICY: Smoking is not permitted inside the barn or chapel. Smoking is allowed outside.

ALCOHOLIC BEVERAGES: Any and all liability arising from the serving or dispensing of alcoholic beverages will be the responsibility of the lessee. The sale of alcohol must be through a properly licensed vendor with appropriate liability insurance. **State Law prohibits the sale, possession, or consumption of alcoholic beverages to anyone under the age of 21.**

CATERERS / EQUIPMENT / RENTALS: All items related to the event must be delivered and set up within the times outlined in the rental agreement. They must also be taken down and removed at the end of the event unless prior approval has been attained. The barn and grounds must be left clean including the kitchen and restrooms. Trash needs to be placed in the onsite dumpster.

EVENT INSURANCE: Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance prior to the event. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

DAMAGES: Lessee will be required to pay for any damages to the building or equipment by action of the lessee or its guests.

CANCELLATION: Lessee may cancel this Agreement at any time by providing written notice of such election to Lessor. If Lessee shall elect to so cancel this agreement more than 120 days prior to the event, Lessee will be charged 10% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. If Lessee shall elect to so cancel this agreement between 119 and 61 days prior to the Event Date, Lessee will be charged 25% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 60 or less days prior to Event Date, Lessee will be charged 50% of the Rental Costs and any expenses incurred by Lessor.

PHOTOGRAPHS: Holly Oak Farms reserves the right to use photographs from events in connection with this agreement for promotional, commercial, instructional, or editorial use without further consent from the client.

INDEMNIFICATION: Lessee holds Holly Oak Farms (lessor), its owners and agents harmless in the event of any damages, liability or personal injury caused by lessee, its guests, owners or agents, in preparation, during, or after the event; and lessee further agrees to defend lessor from any litigation or cost arising from lessees' activities involving the event.

FINANCIAL RESPONSIBILITY: Lessee signing the rental agreement shall assume all financial responsibility for payment of fees as well as damage to or loss of properties occurring as a result of or during the use of the facility grounds.

Your signature below acknowledges that you have completely read the contents of this agreement, understand the policies and agree to be bound by them.

Agreed (lessee) _____ Date: _____

Accepted (lessor) _____ Date: _____

Holly Oak Farms, LLC

Holly Oak Farms Event Information

Date of Rental: _____

Rental Time: _____

Type of Event: _____

Total Rental Fee: _____

Contact Information:

Bride: _____

Phone: _____ **Email:** _____

Address: _____

Groom: _____

Phone: _____ **Email:** _____

Address: _____

Person Responsible For Rental: _____

Phone: _____ **Email:** _____

Estimated Number of Guests: _____

I would like to make monthly payments: Yes _____ No: _____ **Initial:** _____ **Date:** _____

-----OFFICE USE BELOW-----

Payment Information:

Rental Deposit: _____ Paid by: _____

Date Received: _____ Received By: _____

Final Balance : _____ Due By: _____

Notes: