

Holly Oak Farms Rental Agreement

15 Muller Lake Road, St. Matthews, SC 29135

RESERVATIONS: Reservations require payment of 50% of the rental fee and a signed contract.

FINAL PAYMENTS: The remaining 50% of the rental fee is due sixty (60) days prior to the event date. If final payment is not paid within ten (10) days of the event date, the event will be canceled without refund.

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.

SITE VISITS: Rental fee includes up to 3 visits to the building. 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.

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 Farm 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.

FIREWORKS: The use of fireworks on the grounds is prohibited. Sparkles 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.

KITCHEN USE: The kitchen area can be used for warming prepared food. No cooking is allowed.

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 by 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 removed.

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 up to 120 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. 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 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

MAKE CHECKS PAYABLE TO: Holly Oak Farms

Mailing address: 126 Fall Branch Road, St. Matthews, SC 29135

