

The Venue Rental Agreement
THE BARN ON BOUNDARY, LLC
Eaton, Indiana

This Agreement ("Agreement") made this _____ day of _____, 20____, is by and between The Barn on Boundary, LLC ("Boundary"), whose business address is 19601 North Boundary Road, Eaton, Indiana 47338, and _____ ("Renter"), collectively referred to as the "Parties".

Applicant Name (s) _____
Company Name (if applicable) _____
Address _____
City/State/Zip _____
Phone/Cell Number _____
Email Address _____

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

1. Property Rental. Boundary hereby grants to Renter a limited and revocable license (the "License") to use the barn and surrounding property located at 19601 North Boundary Road, Eaton, Indiana 47338 ("Property"). This License does not include the use of the pond located on said real estate for any purpose. 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.

2. Event Date(s). The Event shall be held on the date(s) ("Event Date") listed below. The Event Date(s) shall include set-up 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 Boundary. Events must conclude by midnight with lights out, music off and renter/guests/vendors departed.
Event Date(s): _____

3. Fees. Renter shall pay to Boundary total fees including a "Barn Rental Fee" and "Cleaning/Breakage Fee" for the use of the Property as listed below. Included in the Rental Fee shall be a deposit ("Date Reservation Nonrefundable Deposit") that must be paid to Boundary upon the execution of this Agreement. Boundary shall have no obligations under this Agreement until the Rental Deposit is paid in full. The remainder of the Barn Rental Fee and Cleaning/Breakage Fee shall be due in full 30 days prior to the event on the date listed above. ("Payment Due Date"). If Renter fails to pay the Barn Rental Fee and Cleaning/Breakage Fee by the Payment Due Date, Boundary shall have the right to revoke the License and to keep the full amount of the Rental Deposit as liquidated damages. Cleaning/Breakage Fee will be refunded based on Condition of the Premises (paragraph 5) within 30 days after the event.

- Barn Rental Fee: \$5,400.00
- Cleaning/Breakage Fee: \$500.00 (refundable if premises is cleaned properly/no damage)
- Date Reservation **NONREFUNDABLE** Deposit: \$2,700.00
- Payment Due Date: _____ (30 days prior to event date)

Initial _____

- 4. Cancellations.** If Renter cancels the reservation for the Event within twenty-one (21) days of the Event Date, Boundary shall refund to Renter the Barn Rental Fee and the Cleaning/Breakage Deposit Fee minus the Date Reservation Nonrefundable Deposit, which shall be retained as liquidated damages. If Renter cancels the reservation for the Event within seven (7) days of the Event, Boundary shall retain the entire Barn Rental Fee, including the Date Reservation Nonrefundable Deposit as liquidated damages, although the Cleaning/Breakage Deposit will be returned.
- 5. Condition of the Premises.** Renter shall leave the Property in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Property and/or rental items to be taken out of the damage deposit. All trash/trash bags must be put in the dumpster in front of the grain bins after completion of the event. The Renter is aware the barn structure is not a completely weatherproof facility, if in the event of rain/severe storms there will be leaks and puddles within the barn. Boundary cannot control if animals, birds, insects or rodents enter the barn and damages/soils renters items. The Renter is aware that the barn venue does not have air conditioning nor heating. Upon conclusion of your event, Boundary will review the premises to ensure inventory items are present and accounted for. If items are damaged/missing, the renter is responsible for replacing damaged/missing items and/or payment of retail price to replace.
- 6. Permitted Use.** The Event may not be open to the general public and may only include invited guests. The renter is to only enter this property during the allotted time as stated within this contract. The renter may only enter the barn on **Friday at 2:00pm to 8:00pm, Saturday 8:00am-Midnight and Sunday 8:00am-12:00 noon.** The renter is aware that it is their responsibility to rent linens for their event. Deliveries of rented items must be on the Friday morning prior to the event and deliveries picked up no later than the Monday following their event by 2pm.
- 7. Restrictions.** Renter is responsible to provide supervision for all children while on the Property. Renter/Guests may not bring pets as they will not be allowed on the Property. No fishing, diving, bathing or swimming in the pond is permitted. Mylar confetti, straw bales (within the barn), fireworks or bird seed may not be used for decoration or celebration. Flower girls may not use real colored flower petals upstairs due to staining the floor (white, ivory and artificial colored petals are allowed). Camping tents, recreational vehicles or overnight guests are not permitted. Only battery operated candles can be used within the hayloft of the barn due to fire hazards. Stapling of decorations to the buildings, barn, fences or other areas is to be removed concluding your event. Failure to remove staples will result in loss of the cleaning/breakage fee. Decorations/flower arrangements may not be nailed/screwed into barn structure. Smoking is prohibited within 25ft outside of the barn and within the barn including restrooms and suites. Any cigarette butts found left after an event will result in loss of the cleaning/breakage fee or if rooms were smoked in. Only aluminum canned drinks are permitted, no glass beer or beverage items but glass liquor bottles are permitted.
- 8. Personal Items.** The Barn on Boundary, LLC is not responsible for lost or stolen personal belongings or gifts. All personal belongings and gifts must be removed by Renter upon termination of event. Boundary is not responsible for personal property left at the premises before, during, or after the conclusion of the event. The renter is aware that the barn is an open structure, therefore cannot be locked during the day or overnight.

Initial _____

9. Alcohol. Service of alcoholic beverages is limited to caterers who have the proper license from the Indiana Alcoholic Beverage Commission and are approved by Boundary. Renter agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. Boundary forbids the service of alcohol to minors. If event guests walk into our facility with their own alcohol, it will be confiscated and thrown away. The renter may not bring their own alcohol of any kind. The sobriety of all guests is the responsibility of Renter.

Please check: Alcohol YES NO

10. Special Event Liability Insurance. Applicant and their Vendors must provide liability insurance to Boundary. A minimum of \$1,000,000.00 General Liability is required for the event. This policy is to cover all services provided by applicant on the property including, liquor, food, music, lighting, dance floors, etc., for the dates of the event. Boundary is to be listed as an additional insured. A certificate of insurance with coverage dates (including set-up, event day, and cleanup) limits must be provided to Boundary 30 days prior to the Event.

11. Indemnification. Renter hereby indemnifies and holds harmless Boundary, 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 Boundary 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. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Renter hereby indemnifies Boundary, 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. Boundary 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 Boundary revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Boundary shall refund to Renter the full amount paid by Renter in connection with this Agreement.

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 party 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.

Initial _____

16. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing between the Renter and Boundary.

17. Attorney Fees. If any legal action is commenced or maintained in court, whether in law or in equity, by any party 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 Boundary, 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.

RENTER:

BOUNDARY:

Signature

Signature

Printed Name
Title (Renter)

Printed Name
Title (Member)

Describe Type of Event _____

Time of Event: Start _____ AM PM End: _____ AM PM

Appx. # of Guests Attending _____

Special Requests (please note not all requests can be met):

Initial _____