

Wedding Venue Rental Agreement

Jacobs Family Berry Farm, LLC

Gardnerville, Nevada

This Agreement ("Agreement") made this ____ day of _____, 20__, is by and between Jack Jacobs and Diana Jacobs ("Manager") of Jacobs Family Berry Farm, LLC ("Berry Farm"), whose business address is 1335 Centerville Lane, Gardnerville, Nevada 89410, and _____ ("Renter"), collectively referred to as the "Parties".

This Agreement regards to use of the property provided by the Jacobs Family Berry Farm, LLC, at the address above, which is as an event venue only and does not include services, equipment, or items needed to plan, coordinate, set-up, perform/conduct, or tear-down after the wedding event. If the renter requires off-site parking, such is available by a separate Agreement between the Manager and the First Baptist Church of Minden-Gardnerville (Church) for up to 134 auxiliary parking spaces at 1331 Centerville Lane, Gardnerville, Nevada.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- Property Rental.** Manager hereby grants to Renter a limited and revocable license (the "License") to use the property located at 1335 Centerville Lane, Gardnerville, Nevada 89410 ("Property"). The License permits Renter to use the Property only on the Event Date(s), during the hours specified below and attachments, and only for the purposes set forth in this Agreement.
- Committing to an Event Date.** The Renter's desired event date will be held when this Agreement is approved by the Manager. A tentative date will be held by the Manager for two weeks upon completion of the Agreement by the Renter and submitting of a Rental Deposit (see 4 below, Fees). The Manager's approval shall include determination of a Planner/Coordinator for the event.
- Event Date(s).** The Event shall be held on the date(s) ("Event Date") listed below. The Event Date(s) shall include set-up, rehearsal, wedding & reception, and clean-up. Renter shall not have access to the Property at any time other than during the Event Date(s), unless Renter receives prior permission from Manager. The time of day the property is available under the terms of this agreement is limited to 9:00 AM to 6:00 PM for set-up and rehearsal, 9:00 AM to 11:00 PM for the wedding/reception, and 9:00 AM to Noon for clean-up unless the Manager grants revised times.

	Set-Up	Rehearsal	Wedding & Reception	Clean-Up
Event Date(s)				

- Fees.** Renter shall pay to Manager total fees including a "Total Rental Fee" and "Cleaning/Breakage Deposit Fee" for the use of the Property as listed below. Included in the Total Rental Fee shall be a deposit ("Rental Deposit") that must be paid to Manager upon the execution of this Agreement. The Manager shall have no obligations under this Agreement until the Total Rental Fee is paid in full. The Final Rental Payment and Cleaning/Breakage Deposit Fee shall be due in full 30 days prior to the event on the date listed below ("Actual Due Date"). If Renter fails to pay the Final Rental Payment and Cleaning/Breakage Deposit Fee by the Actual Due Date, Manager shall have the right to revoke the License and to keep the full amount of the Rental Deposit as a non-refundable deposit. The amount of the Cleaning/Breakage Deposit Fee to be refunded will be based on the Condition of the Premises (see paragraph 6) after the clean-up is completed. The refund will be submitted to the Renter within 30 days after the event.

The total fee includes a base fee of \$5000.00 for up to 100 attendees and \$10.00 per attendee above 100. As an example if the event includes 125 guests and 25 in the wedding party, the total fee is \$5500.00. The rental deposit (\$2500.00) is based on the base fee only. The final payment (due 30 days prior to the event) will include the balance of the base fee (\$2500.00) and \$10.00 for each additional attendee expected at that time plus the security/damage deposit of \$500.00.

5. **Cancellations.** If Renter cancels the reservation for the Event twenty-one (21) or more days before the Event Date, Manager shall refund to Renter the Rental Fee and the Cleaning/Breakage Deposit Fee minus the Rental Deposit, which shall be retained as a non-refundable deposit. If Renter cancels the reservation for the Event within twenty (20) days of the Event, Manager shall retain the Total Rental Fee, including the Rental Deposit as a non-refundable deposit, although the Cleaning/Breakage Deposit will be returned.
6. **Preferred Event Vendors and Planner/Coordinator.** The Berry Farm does not provide event vendor equipment or services or an event planner/coordinator for the wedding event. The Manager will provide a Preferred Vendor List (List) to the Renter. This List is not intended to be limiting to the Renter and will evolve as different vendors are used at the Berry Farm. The Renter is allowed to select vendors and a planner/coordinator that is not on the List although all vendors must be reviewed and approved by the Manager. The Berry Farm reserves the right to refuse the use of any vendor or planner/coordinator on the property.
7. **Event Planner/Coordinator.** The Berry Farm requires the Renter to use an acceptable event planner/coordinator to assure adequate event planning and on-site coordination. The event planner/coordinator responsibilities shall include all vendor coordination and definition of scope of work to assure timely and respectful work on the property. The event planner/coordinator responsibilities shall include enforcing the venue rules for all vendors and they must provide a representative on-site at all times vendors are present. This Agreement cannot be approved until the Event Planner/Coordinator has been approved by the Manager.
8. **Condition of the Premises and Determination of Damages.** Renter shall leave the Property in the same condition as when Renter entered. Renter shall be responsible for any damage caused to the Property, as determined by Manager. Damage includes, but is not limited to, physical damage to the property and insufficient cleaning resulting in extra work to return the property to the condition it was in prior to the event.
9. **Permitted Use.** The permitted use is identified in Attachment A, Application for Wedding Venue. The information provided in the Application is needed to determine the Total Rental Fee. The Event may not be open to the general public and may only include invited guests. The Renter shall be responsible for monitoring and controlling uninvited guests.
10. **Venue Rules.** Rules are identified in Attachment B (Venue Rules) that apply to the Renter's family/friends and vendors involved in set-up, rehearsal, wedding, and/or clean-up. These rules are to be provided and communicated to the family/friends/vendors involved in the event by the Renter. The Manager will provide oversight of the property during the period of the Renter's use and will provide guidance on the venue rules. The event planner/coordinator will be expected to enforce the venue rules. These rules are intended to help the Manager provide a safe and enjoyable venue for the Renter, guests, and vendors and preserve the property and neighborhood peace. This is an active farm with equipment, structures, and fields that could be damaged or provide a hazard to guests. This property is adjacent to residential neighbors and thus noise must be controlled. This property has many historic features that require all vendors and guests to recognize and assist in preserving them.
11. **Alcohol Service.** Alcohol service is defined as the period of controlled serving of alcohol from the time event guests arrive to the time the guests leave. Service of alcoholic beverages is limited to caterers who have the proper license from the Department of Alcoholic Beverage Control or person(s) approved by the

Manager. Renter agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. Jacobs Family Berry Farm, LLC forbids the service of alcohol to minors. The sobriety of all guests is the responsibility of Renter. Renter's and their guests who bring alcohol to the venue must have it served and controlled at all times during the event by the caterer or approved bartender. Renters and guests are not allowed to consume alcohol from any source that is not under the control of the caterer or approved bartender.

12. **Special Event Liability Insurance.** The Renter must provide a Certificate of Insurance to the Manager for the event liability coverage. A minimum of \$1,000,000.00 General Liability coverage is required for the event. This Certificate should include liability for all activity and services on the property related to the wedding event such as liquor, food, music, and equipment provided for the dates of the event. The Jacobs Family Berry Farm, LLC, John K. Jacobs and Diana K. Jacobs are all to be listed as additional-insured's. The Certificate of Insurance with coverage as defined herein must be provided to Manager 30 days prior to the Event. If off-site parking is required, renter shall also provide a Certificate of Insurance naming the First Baptist Church of Minden-Gardnerville (Church) with a minimum of \$1,000,000.00 General Liability coverage listing the church as additional-insured. This additional coverage for parking at the church must be provided to the Manager 30 days prior to the event.

Insurance coverage should be listed by the provider under "Certificate Holder" as follows:

- Jacobs Family Berry Farm, LLC
 - John K & Diana K Jacobs
 - First Baptist Church of Minden-Gardnerville (if parking is required)
13. **Vendor Insurance:** All vendors must provide evidence of liability insurance to the Manager showing the amount of general liability, dates of coverage, agent contact name/telephone/email, and company name and web site at least 30 days prior to the event. Any vendor without adequate liability coverage approved by the Manager will not be allowed on the property without the approval of the Manager.
 14. **Indemnification.** Renter hereby indemnifies and holds harmless Manager, 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 Manager of any damage or injury of which they have knowledge on or near the Property, regardless of the cause of such damage or injury.
 15. **Compliance with Laws.** Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations.
 16. **Revocation.** Manager 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 Manager revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Manager shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.
 17. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Nevada, without regard to conflicts of law principles.
 18. **Severability.** If any part 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.
 19. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing or email between the Renter and Manager.

20. **Attorney Fees.** If any legal action is commenced or maintained in court, whether in law or in equity, by any part 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.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Manager, 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:

MANAGER:

Signature

Signature

Printed Name

Printed Name

Title

Title