

Windy Hill
Wedding & Event Barn, LLC

VENUE HIRE AGREEMENT

This contract for the rental of Windy Hill Wedding & Event Barn, LLC (the “Venue”) is made today, the _____ day of _____, 20____ by and between Windy Hill Wedding & Event Barn, LLC, and _____, (the “Renter”). The renter desires to temporarily rent, occupy, and make use of the Venue located at 2733 East Georgia Road, Simpsonville, SC 29651 and known as Windy Hill Wedding & Event Barn, LLC, on the _____ day of _____ 20____ (the “Event”).

The Venue and the Renter agree to the following terms and conditions:

1. The Renter shall pay to the Venue the sum of Six Hundred and no/100 Dollars (\$600.00) as a deposit at the signing of this Agreement to secure the date of the Event (the “Deposit”). The rental fee for the event shall be \$ _____ (the “Rental Fee”). Thirty (30%) percent of the Rental shall be due sixty (60) days after the signing of this Agreement. The balance of the Rental Fee (70%) shall be due sixty (60) days prior to the Event. The Security Deposit shall be refunded after the Event within 2 weeks as long as no damage to the Venue occurs during the Event. If an Event is booked within ninety (90) days of the Event then the entire Rental Fee and Security Deposit will be due at the time the Agreement is signed. All deposits and subsequent payments are non-refundable except as provided herein. If paying by credit card, there will be a 4% up charge to cover fees.
2. The Renter shall have access to and use the Venue from _____ until _____ for the purpose of hosting the Renter’s Event, or unless otherwise stated.
3. Renter shall remove all personal property and other items that were not present in the Venue when Renter took control of it immediately after the Event, including all food and drinks that may be left in the refrigerator.
4. In the Event that the Renter fails to pay the balance when due, services will not be rendered on the day of the Event regardless of the amount previously paid. Renter shall also be liable to Venue for any legal fees, court costs, and other expenses associated with collection, or cancellation of the Event.
5. Renter will be liable for any physical damage, legal actions, and/or loss of reputation or business opportunities that Venue may incur as a consequence of the actions of Renter or any of Renter’s guests while Renter is in control of the Venue, and shall indemnify and hold harmless the Venue against and all legal actions which may arise from the Renter’s use of the Venue. In such event the Security Deposit will be applied to indemnify the Venue. In the event that the Security Deposit does not indemnify the Venue in full the Renter will be personally liable for such indemnification.

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6. Renter shall choose a professional caterer that is fully licensed and insured (must provide proof of insurance before event) unless owner approval is granted and shall be responsible to inform the DJ or band hired by the Renter, of the Venue's decibel level limit of 85dB, this is a must to keep the noise level no higher than 85 dB. All doors need to remain closed during the time the DJ or Band is playing music .There is a noise ordinance for this area.
7. Renter shall be responsible for anything that would invalidate the insurance maintained by the Venue in relation to the Venue.
8. Any disputes arising under this contract shall be adjudicated in the Venue's local jurisdiction.
9. Absolutely No Smoking(or Vaping) anywhere inside the building or close to it and absolutely no illegal substances of any kind, if so, the deposit will be forfeited.
10. Renter has read, signed, (on last page) and understands the Venue Policy agreement.

VENUE POLICIES PRIVATE EVENT

The Venue is a newly remodeled and beautifully crafted barn so we ask you to please plan with care when you rent our space, we will help you plan and create the Event to your desires. Please refer to the following policies in your planning stages. We are happy to assist you in any way we can.

BOOKING POLICIES

Securing a Date

Upon deposit, the Venue will book your requested date(s); however, **an Event date is not confirmed until we have received a signed Rental Agreement *and* deposit. If the signed Rental Agreement and deposit are not received, the date may be released without further notification.** All deposits and subsequent payments are non-refundable. **For all Events, we require final payment 60 days before the event.** The date may be changed due to unforeseen circumstances that may arise with the booking party, without penalty or loss of monies paid, provided the new date is available. If the date is changed, the booking party will have one year from the date the change is made to reschedule the Event. If no date is confirmed in that time frame, all monies paid will be forfeited. The Venue reserves the right to cancel the Event if final payment has not been received two weeks prior to the Event, regardless of prior payments.

Not for Profit

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Any organization seeking use of the Venue for an Event involving fundraising must be qualified as a not for-profit, tax exempt organization under section 501(c)(3) or other sections of the Internal Revenue Code.

EVENT POLICIES (Licensed bartenders or approved bartenders)

Service of Alcoholic Beverages at a Private Event

Each private event is decided upon individually and agreements reached upon the signing of contracts. NO ALCOHOL may be consumed in the Venue or parking lot before any Event (this includes all wedding party participants and/or corporate sponsors). Once alcohol is brought into the Venue, it is in possession of the Venue, therefore subject to the rules of the Venue. No alcohol may be taken out of the Venue or out into the parking lot after the Event. If the guests of the Renter take alcohol out of the Venue, a fine will be levied against the Renter who will be responsible for paying the fine. All alcohol served at the Venue must be served by hired licensed bartenders (with proof of insurance before event). (NO keg beer allowed) and **Beer and Wine only are allowed**. Alcohol brought onto the Venue premises by the guests or others, before or during the Event, will be confiscated and disposed of. Whatever the situation is, the policy of the Venue is that a licensed bartender(with proof of insurance) and a hired off duty police officer or Bravo Security(which we need to see proof of and who they work for) must be present when there is an event or reception. The bar and all consumption of alcohol must end one half hour prior to the scheduled ending time of the Event. This is to ensure safety of all parties involved. The Venue reserves the right to check the age of anyone suspected to be underage to consume alcohol, and furthermore reserves the right to deny the serving of alcohol to anyone suspected to be intoxicated. The Venue requires an off duty police officer or Bravo Security for every Event. The Renter will be held responsible for this fee. Renter must initial that they have read and understand the Event policy concerning alcohol.

Renter Initials _____

DJ or Bands

Renter must initial that they understand the noise level may not exceed 85dB and should inform whomever they hire for music of this level. If the level is exceeded, the DJ/Band will be asked at once by the Venue staff to turn down the volume, if the requests are ignored, or if it goes back up, the Renter will be asked to request the volume lowered. If the requests of the Venue and Renter are ignored, the sound will be turned off. Also, all doors must remain closed during anytime the DJ or band is playing in order to keep the noise levels where they need to be.

Renter Initials _____

POLICIES

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Wedding Insurance Policy

We require that you carry a day insurance liability policy for the day of your event in the amount of \$1,000,000.00 unless you have a wedding planner or coordinator that carries their own policy and we would need to see proof of their policy 2 weeks in advance. You can purchase this policy through <http://www.wedsafe.com> or <http://www.eventinsurance.com> or <http://eventinsurancenow.com> for a minimal charge and we will need to see proof of the insurance 2 weeks in advance of your event.

Access to the Venue

The Venue will be open to you at the agreed upon time in your written contract on the day of your Event.

VENUE CURFEW

Standard curfew for private Events is as follows; all music must end at 10:00 p.m. and the premises must be clear shortly thereafter. We reserve the right to require an earlier ending time. All Event times should be worked out in advance of executing a rental agreement.

VENUE CAPACITIES

Maximum capacity: 200

Maximum seated capacity: 200

PARKING

Parking of vehicles beside the Venue is allowed any time the Venue is open. Parking for the Venue is all outside parking on the grounds of the Venue. The Venue must approve parking of any promotional vehicle outside the Venue in advance. The Venue does not allow parking of radio station promotional vehicles in front of or next to the Venue without prior approval. Parking arrangements for service vehicles such as catering, food trucks, and delivery trucks must be made in advance with the Event Coordinator.

ROOM SET-UP

The Venue must approve placement of tent structures or other structures outside the Venue. The Venue assumes no responsibility for damage to or loss of any merchandise or articles left in the Venue before, during, or following your Event. All deliveries of equipment, decorations, and other items must be coordinated with the Venue Coordinator. Also, all food and trash must be removed by your caterer or set

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up with us in advance for an additional fee of \$200.00 for us to remove any trash or food items from the Venue. All set up and take down for tables and chairs should be taken care of with the caterer or your wedding planner in advance of the event. We can have that taken care of for an additional fee of \$200.00 for set up and \$200.00 for take down if you need us to take care of that for you, we do need to know a week in advance of your event.

Otherwise, you, your wedding planner or the caterer will be responsible for all set up and take down of tables and chairs,

SUBCONTRACTORS AND VENDORS (Catering, Decorating, Etc.)

All Events booked at the Venue will be required to provide names, addresses, insurance certificates, and contract information for any and all subcontractors and/or vendors you intend to use for your Event and obtain approval for use of such subcontractors and/or vendors from the Venue before they will be allowed to perform services or provide their field of expertise. No Propane, butane, or other pressurized tanks are permitted inside the Venue. Stereo and electrical equipment may be used in designated areas of the Venue, with prior approval from the Venue. Simulating or video taping of your Event for future sale is prohibited unless approved in advance by the Venue.

Renter Initials _____

EQUIPMENT

Rented equipment must be delivered and picked up on the day of the Event, unless you receive prior approval from the Venue.

DECORATIONS

All decorative materials must be approved by the Venue. No open flame devices are allowed in the Venue at any time. LED candles only No confetti OF ANY KIND may be used inside of the Venue (this includes tabletop, thrown, etc.) Bubbles, balloons, and light colored flower petals are allowed inside the Venue. The Renter is responsible for cleaning up the flower petals. No nails, tacks, staples, glue guns, tape, putty or anything that penetrates the walls or ceiling is allowed. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into the Venue. If you produce a large amount of trash and would like it removed, please contact the Facilities Manager. An additional fee will be added for this service of 200.00 and we will need to know a week in advance.

SAFETY POLICIES

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Compliance with Local Laws

At all times when the Venue is open, all exit doors must be unlocked from the inside, and access to exit doors must be unobstructed.

Denial of Service and/or Access

Although the following occurrences are rare during private Events, we would like you to be aware of our position and policies, for your safety, and for ours. The coordinator on hand will consult with the corporate/private meeting planner in these situations.

The Venue reserves the right to deny service of alcohol to any guest reasonably suspected by our staff to be intoxicated.

The Venue reserves the right to deny admittance to any guest we feel may cause harm to himself/herself or others or damage the Venue.

The Venue reserves the right to eject any guest if it can be reasonably determined that guest might cause harm to himself/herself or others, or damage the Venue. Our staff will make such determination.

The following actions typically result in eviction from the Venue:

Offensive, profane, or threatening language to other guests.

Public drunkenness.

Fighting or threatening to fight.

Canvassing, soliciting, and peddling.

The Venue security will conduct a visual inspection of all guests entering the facility. Depending upon the nature of the Event and related circumstances, the Venue may require additional staffing services, and will pass the cost on to you, the Renter.

The Venue is a non-smoking Venue.

The Venue, Windy Hill Wedding & Event Barn, LLC, reserves the right to change, amend or update these policies at any time, without notice. We look forward to working with you to make your Event a successful one.

IN WITNESS HEREOF we have placed our hand and seal this ____ day of _____, _____.

RENTER

WINDY HILL WEDDING & EVENT BARN, LLC

*Windy Hill
Wedding & Event Barn, LLC*

_____ BY: _____
Gerri Printed name

Signature

Windy Hill Wedding & Event Barn, LLC.
2733 East Georgia Road Simpsonville, SC 29681

Mailing Address: Gerri Burns,
2715 East Georgia Road Simpsonville, SC 29681

*Windy Hill Wedding
& Event Barn, LLC.*

Name: _____

Address: _____

Phone: _____ Email: _____

Type of Event: _____

Windy Hill Wedding & Event Barn, LLC. Rental Date: _____

Expected Attendance: _____

Windy Hill Wedding & Event Barn, LLC. Rental Package:

Weekday

Friday or Saturday

Sunday

Actual Event Time: _____

Caterer's Name & Phone Number: _____

Event Planner's Name & Phone Number: _____

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Bride's Name: _____

Bride's Parents: _____

Groom's Name: _____

Groom's Parents: _____

Will alcohol be served? If so, open or cash bar? _____

Who will be the bartender and contact information? _____

Will there be a band or DJ? _____

Name of Band or DJ and contact information? _____

Please return to Windy Hill Wedding & Event Barn, LLC.
2715 East Georgia Road Simpsonville, SC 29681