

YORK FARM WEDDING EVENT CONTRACT

This CONTRACT is made effective as of _____, between YORK FARM, LLC (YORK FARM) and _____ (CLIENT).

The CLIENT(S) understands that they and their invited guests will abide by this CONTRACT while on the property of YORK FARM and during the time up until the event. The CLIENT(S) understands that this is a working farm with YORK FARM family living on the premise. The CLIENT(S) and its guests agree to show respect for the privacy, property, and wishes of the YORK FARM family. YORK FARM family and staff agree to do whatever it takes to make sure the CLIENT(S) have a wonderful experience.

The CLIENT(S) agree to hold a wedding event on _____ (date) at YORK FARM. This date is non-transferrable unless otherwise agreed upon.

Therefore, the parties agree as follows:

1. EVENT RENTAL FEES

- The CLIENT(S) or REPRESENTATIVE FOR THE CLIENT(S), agree to pay an initial nonrefundable deposit of \$1000. This payment serves to hold the event for specified date of event or wedding and is payable at the time of CONTRACT signature.
- The following are the agreed upon EVENT RENTAL FEES, which include the balance remaining for the fee of \$2,500.00, and a refundable damage and security deposit of \$1000.00 (to be paid by separate check, returnable to the CLIENT(S) up to two weeks after the event has been held once property has been inspected for any potential damage from the wedding).
- The remaining agreed upon EVENT RENTAL FEES will be due 60-DAYS prior to the date of the event or wedding.
- Payments may be via (cash delivery, certified check) All checks shall be made payable to YORK FARM. The CLIENT shall be charged \$50.00 for each returned check.
- Payment mailed to York Farm 21161 York Rd, Hutchinson, MN 55350

2. ACCOMMODATIONS

Items Provided:

- Access to YORK FARM barn and loft space with capacity of 200
- Access to flowers and/or produce from YORK FARM to incorporate into CLIENT(S) event at an additional cost.
- Access to walking paths and trails on YORK FARM property.
- Access to parking lot at entrance of YORK FARM.
- Access to full time venue coordinator on day of event during set up. (from 11 AM -4 PM)
- Access to sound system

- The CLIENT(S) is responsible for making sure their members, visitors, employees, representatives, caterers, contractors, patrons, and guests understand the areas of access of where they can and cannot go while on YORK FARM property. CLIENT(S) agrees to the attached map of approved areas of for their members, visitors, employees, representatives, caterers, contractors, patrons, and guests.

3. RENTAL HOURS / FACILITY ACCESS

- YORK FARM is available for rental May-October. Other dates available for consideration.
- Hours of operation:
 - Sunday – Thursday 11 AM to 9 PM (Unless otherwise specified)
 - Friday – Saturday 11 AM to Midnight (Unless otherwise specified)
 - The facility will be opened for the CLIENT(S) at the confirmed start of the rental period and locked at the confirmed end of the rental period stated in this CONTRACT. The rental period includes all event set up time by the CLIENT(S) or designated onsite contact and caterers for designated areas both inside and outside YORK FARM. CLIENT(S), caterers, employees, representatives, contractors, patrons, and guests cannot occupy the facility before or after the rental period. Occupancy of the facility before or after the rental period will result in an additional fee of \$250 per hour assessed to the CLIENT(S).
 - If any vehicles are left overnight they must be removed from the property between the hours of 10 AM and noon, unless previously arranged with venue coordinator. They must be in the designated parking area. No guests are permitted to sleep in their vehicle. Violation of any of these rules will result in a loss of damage deposit and vehicle will be towed at owner's expense.

4. RESERVATIONS / CONFIRMATION / DATE CHANGES / CANCELLATIONS

- Reservations are accepted 14 or more days prior to the event and up to 18 months in advance.
- A reservation is confirmed once YORK FARM has received the \$1000.00 nonrefundable deposit and this CONTRACT has been signed by the CLIENT and received by YORK FARM. YORK FARM shall confirm with CLIENT of receipt of CONTRACT and deposits.
- In the event the CLIENT(S) is forced to change the date of the event or wedding, every effort will be made by YORK FARM to transfer reservations to support the new date. The CLIENT(S) understands that this may not be possible, and is at the discretion of YORK FARM. The CLIENT(S) agrees that in the event of a date change, YORK FARM shall require an additional \$750.00 nonrefundable deposit from the CLIENT(S) for the change of date. The CLIENT(S) further understands that last minute changes can impact the quality of the event and that YORK FARM is not responsible for these compromises in quality.
- The \$1000.00 nonrefundable deposit will be retained for cancellations of the event date.

Cancellations received less than 60 days in advance of the event date will be charged 100% of the rental fee. Damage deposits are 100% refundable on all cancellations.

5. FACILITY CHECK-IN AND CHECK OUT

- The YORK FARM Venue Coordinator (Compass Occasions) will meet the CLIENT(S) at the facility at the confirmed start time of the rental period. The CLIENT(S)'s onsite contact must be present at check-in. There will not be early check-ins.
- CLIENT(S), or designated onsite contact, must be ready to check-out of the facility at the confirmed check out time. Failure to do so will result in a \$250 hour charge.
- Last minute changes to the confirmed check-in and check-out times will result in the loss of a portion of the damage and deposit or fee.

6. FOOD AND CATERING SERVICE

- YORK FARM allows CLIENT(S) to choose their own catering service. YORK FARM allows use of a professional licensed caterer or self-catering of the CLIENT(S).
- If CLIENT(S) decides to self-cater, YORK FARM is not responsible and will not be held liable for any sickness or illness of guests resulting from self-catering. The CLIENT(S) is fully responsible for any illness or sickness of guests and making sure their food is safe.
- Delivery and pick-up of equipment, food or other items used for the event must be completed during the rental period.
- The use of a gas or outdoor charcoal or mesquite grill requires prior approval from YORK FARM and a certificate of general liability insurance.

7. ALCOHOL SERVICE

- YORK FARM allows CLIENT(S) to choose their own alcohol service. YORK FARM allows use of a licensed alcohol server or self-serving of the CLIENT(S). If CLIENT(S) decide to self-serve, we allow beer, wine, and champagne, however the use or possession of hard liquor is prohibited unless you hire a licensed a bartender. Self serve CLIENT(S) are prohibited to sell drinks. CLIENT is required to have a sober bartender at all times behind the bar. If at any time the bar is unattended, this could result in the event being shut down immediately and all deposits forfeited. An onsite security personnel is included in the event rental from 9PM-12PM.
- Alcoholic beverage service must end at least one half hour prior to scheduled event check-out time, no exceptions.
- Alcohol may not be served to minors. If it is suspected that alcohol is being served to minors, YORK FARM withholds the right to suspend alcohol service and report to authorities.
- At any time, if YORK FARM deems alcohol consumption to be excessive, the staff and event planner has the authority to close down all alcohol service and/or evict inebriated guests from the premises.
- The CLIENT(S) is responsible for any fines from authorities resulting from alcohol consumption.
- Violation of the Alcohol Policy will result in termination of the CONTRACT and eviction.

Rental fees and damage deposit will not be refunded.

8. TOBACCO USE

- YORK FARM is a non-smoking event space and no smoking is allowed in the barn. Tobacco use is allowed 25 feet away the barn in designated area. Discarded smoking garbage must be picked up. If not cleaned up, this could result in the loss of the damage deposit.

9. RESTROOMS

- There is a compost toilet for use available at York farm. The CLIENT(S) agree to rent restroom facilities and direct guests to use those facilities, if event is over 100 people, or a handicap accessible toilet is required then a handicap accessible toilet will be provided.

10. CLEANING AND DECORATIONS

- The CLIENT(S) is responsible for restoring the facility to its original level of cleanliness prior to the checkout time. Failure to restore facility to original level of cleanliness will result in costs to be taken out of the security deposit at the discretion of YORK FARM.
- This includes the clean up for the kitchen by the catering staff. If the kitchen is not restored by your caterer to its original level of cleanliness, damage deposit is forfeited.
- Attached cleaning list must be completed by either your alcohol service, caterer, or designated person. YORK FARM is not responsible for the items on the cleaning list. Failure to complete list could result in a forfeit of damage deposit.
- The only adhesive material allowed on the walls/pillars is painting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails, tacks, screws, and staples may not be used on the ceilings, floors, or walls. All decorations are to be installed without defacing the building and are subject to approval by YORK FARM. Use of fog machines, confetti, birdseed, rice, glitter, and sand are prohibited. Candles are permitted when used in or on a fire -safe, enclosed container. The flame must not reach higher than 2 inches below the height of the glass.
- A plan of intended decorations must be submitted by the CLIENT(S) 60 days prior to the event to YORK FARM.
- All decorating must be completed and removed during the rental period. Any left behind decor items will be disposed of after 48 hours, unless previously arranged. Any decor left at YORK FARM will be left in our lost and found area. You will be able to access that area from 10 AM - Noon the next day.
- The use of candles must be approved by YORK FARM. All candles must be contained or enclosed in glass.

11. DAMAGE

- A damage deposit is required for use of the YORK FARM barn to cover the cost of repairing damage that occurs as the result of the CLIENT(S)'s, their guest's, or their vendors use of the facility and to ensure the CLIENT(S), their guests, and their vendors abide by the stipulations listed in the CONTRACT. The deposit is returned up to 2 weeks

after the event if YORK FARM has been returned to its pre-use condition and if the CLIENT(S) abides by all the stipulations of the CONTRACT.

- The CLIENT(S) will fully reimburse YORK FARM upon demand for any damages to or destruction of (including the loss of) the building, furniture, equipment, fixtures, grounds, or any other property, real or personal, owned, used or operated by YORK FARM, due to any act or omission of the members, employees, representatives, caterers, contractors, patrons or guests of the CLIENT(S)..
- The CLIENT(S) is responsible for any additional payment resulting from damage of property of YORK FARM caused by the CLIENT(S) or guests of the CLIENT(S).

12. MUSIC

- Music may be provided by the YORK FARM sound system, by band, or by DJ hired by the CLIENT(S). Music must be kept at a level to serve the group and may not disturb the YORK FARM household or surrounding neighbors.
- If YORK FARM deems the music too loud, the CLIENT(S) will reduce the volume or forfeit their damage deposit.
- The CLIENT(S) is responsible for any fines from authorities resulting from excess noise.
- Music needs to be fully completed by Midnight. No music of any kind after Midnight(ipods, live music, etc.) This allows for 1 hour of tear down by music which may not exceed 1 AM, unless previously arranged. Failure to vacate the grounds by 1 AM may result in the loss of CLIENT(S) damage deposit.

13. INSURANCE

- YORK FARM requires all CLIENT(S) to provide general liability insurance, including host liquor liability coverage at least 30 days prior to their event. This policy must be in force on the event date, and the insurance coverage must be at least \$1 million per occurrence and \$1 million aggregate, and name YORK FARM as an additional insured.

14. ANIMALS AND PETS

- Animals and pets are not allowed on the grounds of YORK FARM unless the animal has been specifically trained and certified as an aide for the physically impaired.

15. SPECIAL EQUIPMENT

- Requests to use special equipment such as tents, inflatable games, etc. must be prior approved by YORK FARM at least 30 days prior to the event and may require additional insurance coverage and fees.

16. SECURITY

- A police officer is provided by the YORK FARM from 9 PM- 12 AM. Additional law enforcement may be called due to any events deemed necessary by YORK FARM. The CLIENT(S) shall be responsible for any costs associated with calling law enforcement.

17. CONDUCT

- The CLIENT(S) is responsible for the conduct of its members, visitors, employees, representatives, caterers, contractors, patrons, and guests while at YORK FARM.

Uninvited guests at an event should be brought to the attention of the Venue coordinator or security person. We will not handle the removal of the person. The police will be called in any occurrences of disruption.

18. LAWS

- In hosting an event at YORK FARM, the CLIENT(S) must abide by all laws of the United States, the State of Minnesota, the rules and regulations of all state and federal agencies, all local ordinances and regulation of the Fire Department, Board of Health, Police Department, other city agencies, and this CONTRACT.

• YORK FARM is operated in accordance with local, state, and federal laws which prohibits discrimination on the basis of race, color, sexual orientation, sex, age, handicap, familial partners, religion, and or national origin.

19. FAILURE TO COMPLY WITH YORK FARM RULES AND REGULATIONS

• The CLIENT(S) shall comply with the YORK FARM CONTRACT. Failure to do so may result in YORK FARM disapproving an event, canceling an event or seeking other enforcement action.

20. USE BY OTHERS

• The CLIENT(S) cannot assign, transfer or subcontract any space or permit others to use any space without the written consent of YORK FARM.

21. INDEMNIFICATION

• CLIENT(S) agrees that if insufficient or inadequate insurance coverage is provided, that they will hold YORK FARM harmless and indemnify YORK FARM and COMPASS OCCASIONS from any and all claims, demands, and causes of action arising from CLIENT(S)'s use of specified facility or surrounding grounds, including any attorney's fees and costs related thereto.

22. LIABILITY

• CLIENT(S) fully waives, releases and discharges YORK FARM and COMPASS OCCASIONS and its employees from all claims, damages, actions, causes of action, and liability out of or in any manner connected with the CLIENT(S)'s use of the YORK FARM facility under this CONTRACT.

• The CLIENT(S) is to keep all egress passageways open and unobstructed during any event.

• YORK FARM and COMPASS OCCASIONS is not responsible for theft, damages or injuries to CLIENT(S), guests or their property.

• YORK FARM cannot store or in any way is responsible for materials owned by CLIENT(S) or CLIENT(S) guests using YORK FARM facilities.

23. ENTIRE CONTRACT

• This CONTRACT contains the entire agreement of the parties except as noted above, and there are no other promises or conditions in any other CONTRACT whether oral or written. This

CONTRACT supersedes any prior written or oral agreements between the parties.

24. AMENDMENT

- This CONTRACT may be modified or amended if the amendment is made in writing and is signed by both parties.

25. SEVERABILITY

- If any provision of this CONTRACT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this CONTRACT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26. WAIVER OF CONTRACTUAL RIGHT

- The failure of either party to enforce any provision of this CONTRACT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this CONTRACT.

27. PHOTOGRAPHY

- YORK FARM reserves the right to take photographs of any event held on the grounds and use the images as they wish.

28. COMPASS OCCASIONS

COMPASS OCCASIONS is a third party hired by YORK FARM to oversee the venue coordination of the YORK FARM barn. This contract does not include COMPASS OCCASIONS for any of their services. CLIENT(S) understands that if they wish to hire COMPASS OCCASIONS for any of their services of decor rentals, it is a separate contract and payment system. COMPASS OCCASIONS is not required to be present during your event. .

28. SIGNATURES

Party providing event location and facility:

YORK FARM, LLC

By:_____ Date:_____

Party providing event planning services:

Name of Event Planner

By:_____ Date:_____

Party receiving services:

Wedding couple, Client(s) or agent of couple: financially and legally responsible for all the above.

By:_____ Date:_____

By: _____ Date: _____