

Tiny Acres Event Venue Rental Agreement

2177 TWP Rd 2100 E Monmouth, IL 61462
Phone: (330) 337 – 5630 Email: tinyacresevents@gmail.com



TINY ACRES

EVENT VENUE

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This contract defines the terms and conditions under which **Tiny Acres LLC**, (hereinafter referred to as Tiny Acres), and _____ (hereafter referred to as the Customer) agree to the Customer's use of the Tiny Acres facilities on _____ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Tiny Acres and the Customer.

Customer Information

Customer Name(s): _____

Address: _____

Telephone #: (H) _____ (W) _____ (C) _____

Email Address: _____

Contact Person Name: _____ Phone: _____

Secondary Contact Person:

Phone: _____

Event: _____ Approximate Number of Guests: _____

Type of Event #1: _____

Type of Event #2: _____

Location of Event #1: _____

Location of Event #2: _____

Date of Event #1: _____

Date of Event #2: _____

Time of Event #1: _____

Time of Event #2: _____

Venue Selection

You have selected the following venues for your event at Tiny Acres:

- _____ **Barn**
- _____ **Reception Hall & Kitchen**
- _____ **Pergola**
- _____ **Cabin**
- _____ **Man Cave**
- _____ **Wedding Site (Location: _____)**

The venue(s) described above has been reserved for you for the date and specified time. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue(s).

When booking the event center for a full weekend, your party will be the only guests at the facility from Friday at 10 AM to Sunday at 10 AM.

A one-day booking grants access the day before at 10 AM until 10am the following day.

Rental Deposit and Payment Agreement

To reserve services on the date(s) requested, Tiny Acres requires this contract to be signed with the initial deposit as followed:

Weekend booking \$1,500.00 Deposit

Weekday booking 50% of the agreed upon price of the event.

A Credit Card Preauthorization for \$1,000 for any incidentals will be initially billed on the day of the event, before the event begins. Either a refund back on to the customer’s card will be made or a check will be issued once the venue has been cleared of damages. Payment of the remaining rental fee balance is due thirty calendar days before the event. Deposits and payments will be made by cash or personal check (made payable to **Tiny Acres LLC**) on the schedule noted below. A receipt from Tiny Acres will be provided for each.

| <u>Scheduled Payment</u> | <u>Amount</u> | <u>Date Due</u> |
|---------------------------------|---------------|------------------------|
| Initial Rental Deposit: | _____ | (with Signed Contract) |
| Remaining Balance: | _____ | _____ |
| Incidental CC Preauthorization: | _____ | _____ |

Please return signed rental agreement, all attachments and initial deposit to:

Tiny Acres LLC
2177 TWP RD 2100 E
Monmouth, IL 61462

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.


Date Changes and Cancellation Policy

1. Changes: In the unlikely event the Customer is required to change the date of the event, every effort will be made by Tiny Acres to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Customer. The Customer further understands that last minute changes can impact the quality of the event and that Tiny Acres is not responsible for these compromises in quality.

2. Cancellation: If the customer should cancel the event, the customer shall notify Tiny Acres immediately in writing or by email (tinyacresevents@gmail.com). Once cancelled, the Customer shall be responsible for the agreed liquidated damages as follows.

- (a) Customer cancels the event more than one year prior to the event, the Customer shall forfeit half (1/2) of deposit.
- (b) Customer cancels the event less than 12 months; Customer shall forfeit the entire deposit.

Conditions of Use

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere inside the buildings.  Customer is responsible for informing their guests about the Rules of Usage.

Event Set-Up Limitations

1. All property belonging to the Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed during the agreed rental period. Should the Customer need earlier access for set-up purposes, this can be arranged. The Customer is responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
2. Rental items must be scheduled for pick-up no later than 10 am on the following Sunday morning.
3. Alcohol service must stop no later than 9:45PM.
4. Music (DJ or live music) must stop no later than 9:45PM
5. All guests must be off the Tiny Acres premises no later than 10:30 PM the day of the event (except for the party that will have access to the Cabin and Man Cave). If an extended amount of time is agreed upon a fee will be applied & documented within this agreement.

Site Vendors

1. All vendors must be licensed and insured.
2. All vendors are responsible for acquiring any necessary permits from the Henderson County Health Department.
3. Tiny Acres will ask for a list of vendor contact information for our records.
4. There will be an additional hourly charge of \$ 100 per hour if the customer and/or contracted vendors have not left the property by the specified time in the contract.
5. All event trash must be disposed of in the designated areas during the event.
6. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

Events

Tiny Acres will provide tables and chairs for seating 250. It is the Customer's responsibility to set up the venue to meet their specific needs.

Responsibility and Security

Tiny Acres does not accept responsibility for damage to or loss of any articles or property left at Tiny Acres prior to, during or after the event. The Customer(s) agrees to be responsible for any damage to the Tiny Acres complex by the Customer(s), his guests, invitees, employees or other agents under the Customer(s) control. Further, Tiny Acres shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause. The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Tiny Acres for any such loss, damage, or injury of claims and demands against Tiny Acres for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Tiny Acres free and harmless from all liability of any such loss, damage or injury to their persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

Excuse of Performance (Force Majeure)

The performance of this agreement by Tiny Acres is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Tiny Acres. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to Tiny Acres will be returned to Customer within thirty (30) days or Tiny Acres will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

Indemnity

Customer agrees to indemnify and hold harmless Tiny Acres, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

Severability

If any provisions of this Agreement 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 Agreement 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.

Insurance

Tiny Acres shall carry liability and other insurance in such dollar amount as deemed necessary by Tiny Acres to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Tiny Acres which shall be named as an additional insured for the duration of this Contract.

Clean-Up

Customer is responsible for clean-up (busing tables and trash removal) during the event by means of their caterer or other designated members of their party. It is the Customer's responsibility to remove and dispose of all decorations. Tiny Acres is responsible for clean up after your event and is included in your rental price.

All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be disposed of by Tiny Acres.

Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Tiny Acres is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors.

The Customer is responsible for all damage to Tiny Acres Venues and the surrounding site.

Reservation of Rights

Tiny Acres reserves the right to cancel agreements for non-payment or for non-compliance with any of the **Rules and Conditions of Usage** set forth in the Agreement. The rights of Tiny Acres as set-forth in this Agreement are in addition to any rights or remedies which may be available to Tiny Acres at law or equity.

Jurisdiction – Henderson County, IL

The Parties agree that this Agreement will be governed by the laws of the State of Illinois. The Parties consent to the exclusive jurisdiction of and venue in the Ninth Judicial Circuit Court, and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by Tiny Acres associated with any breach of this Agreement.

Alcoholic Beverages

Tiny Acres provides bar service at Customer's request. Alcohol service ends at 9:45 pm. Alcohol may not be served to minors. Any visibly intoxicated guests will be refused service by Tiny Acres. Tiny Acres may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the premises. Renter shall indemnify and hold Tiny Acres harmless from all liability for improper use of alcohol. Please note that illegal substances and marijuana are not allowed at any time on the premises.

Bar Selection

Tiny Acres is a licensed Class A liquor establishment under both Henderson County & The State of Illinois. All alcoholic beverages must be purchased and consumed on site in accordance with our license.

We **do not** offer Keg Service.

To request a special type of beer/wine/seltzer/champagne or "specialty shot" please denote here to be discussed with Tiny Acres Staff. All specialty beverages must be purchased in advance and will be sent home with the party following the event.

Bar Service Selection

All sales must be paid for when served. Tiny Acres accepts cash and debit /credit cards.

No "tabs" will be ran. No cards "held" for payment until the end of the evening.

____ Cash bar (Guests pay for their own alcohol)

____ Open bar policy. A dollar amount will be established and prepaid. Customer must pre-purchase tokens for their guests for beer, wine & seltzers. Service will begin at _____

____ Pop & Water only

____ No bar service requested

It is understood and agreed that the Customer may be served beverages containing alcohol upon the following terms and conditions:

1. Under NO circumstances shall customer sell or attempt to sell any alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. "Shots" are limited to Tiny Acres inventory on site.
4. Customer hereby agrees to use their best efforts to ensure that alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
5. Customer hereby expressly grants to Tiny Acres, at Tiny Acres' sole discretion, to remove any person(s) from the Venue, if in the opinion of the Tiny Acres staff, the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
6. Customer hereby agrees to be liable and responsible for all acts and actions for each guest/vendor in attendance at customer's event.

Included Amenities

Tables and chairs are provided as part of the Tiny Acres rental agreement.

Seating for outdoor events is limited to picnic tables on site. Tables and chairs from the reception hall may not be utilized outside. The church pews must remain inside the barn.

Guests are welcome to bring seating for the outdoor areas and/or the host may rent seating from a vendor to accommodate their event. Any other such seating, such as straw bales, benches or trailer must be pre-approved by Tiny Acres.

Fire Pits are available to be used by guests in designated areas only. Wood must be purchased from Tiny Acres for a cost of \$15.00 a bundle. No other trash or discarded items may be placed in the fire pits.

____ # of wood bundles requested to be on site the day of the scheduled event

Reservation Process

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of a Tiny Acres Venue.

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer:

| | |
|--------------------|--------------------|
| _____ | _____ |
| (Customer) | (Customer) |
| _____ | _____ |
| (Signature) (Date) | (Signature) (Date) |

Tiny Acres

(Signature) (Date)

Event Title: _____

Officiant _____

Caterer _____

Floral _____

Cake _____

Photographer _____

Deliveries expected _____

Equipment ex: photo booth, etc _____

Additional notes/requests: Important information for Tiny Acres to be aware of:

Tiny Acres

RULES AND CONDITIONS FOR USAGE

(Alphabetized)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. "Flameless candles" which are battery operated are permitted for use.

CATERING: The catering service areas in each of the venues are not intended to be used as a kitchen for meal preparation.

CHILDREN: Children must be supervised at all times. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand the Rules (They are not permitted near the pond).

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions arise. (When questions arise, **do not** designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

COURTESY PROTOCOL: Tiny Acres reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES / DELIVERY TRUCKS: Please coordinate deliveries with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking, but must schedule this with Tiny Acres.

DECORATIONS: Only push-pins and drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by Tiny Acres. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer and Tiny Acres.

- Note – The use of birdseed is permitted only outside for wedding and reception farewells. The use of rice, confetti, flower petals, balloons, glitter fog machines, pyrotechnics, sparklers and blowing bubbles are not permitted inside or outside the facilities for farewells.

EVENT ENDING TIME: All events must end by 10:00 PM unless previously specified in the contract.

HANDICAP ACCOMMODATIONS: We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds.

MUSIC AND ENTERTAINMENT: Due to the proximity of the Tiny Acres to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Tiny Acres event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Tiny Acres reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. Tiny Acres also reserves the right to require the Customer(s) to lower the sound level or cease playing music.

NATURE: We have taken great care to landscape the property and destruction of these features will incur damage fees. Do not disturb plants, planters, rocks, trees or other natural features. Do not nail or attach anything to trees or hang any ropes, swings or hammocks from tree limbs without prior written approval by Tiny Acres. Do not walk or step in flower beds.

PARKING: Parking is available at the designated areas. Parking is not permitted on the main street or any access drive to a venue building.

PETS: No pets allowed unless a Registered Service Animal. Consideration for family pet (only) during ex: wedding ceremony.

PHOTOGRAPHY: The many natural settings around Tiny Acres were maintained and developed for the enjoyment of all events. We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception photograph sessions. All times for utilization of different areas at Tiny Acres will be coordinated with the schedule for each venue's Customer. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

REFRIGERATOR / FREEZER SPACE: Each venue has, at a minimum, a refrigerator for that venue's use. Each event is responsible to provide their own ice (there is not a commercial ice maker on site). Caterers are expected to make their own food/beverage accommodations.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by Tiny Acres. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Tiny Acres planning staff.

RESTROOMS: Tiny Acres provides handicap accessible restrooms.

SIGNAGE: You may post your group's sign or securely hang balloons at the front entrance of Tiny Acres, but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees. You must ensure that any balloons will not detach or float away and litter the surrounding environment as this could harm local livestock or wildlife.

SMOKING: Smoking is not permitted in the buildings. There is a designated smoking area.

SECURITY: A security guard(s) may be present for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions). This service is non-negotiable. The cost of the service is included as part of the venue rental (unless noted otherwise).

SPEED LIMIT: The speed limit on the Tiny Acres complex is 5 mph and is strictly enforced for the safety of your guests.

WEATHER: Since most of our venues are booked-up for events in advance, please be advised that the Reception Hall is the only indoor facility provided. We may not have any additional indoor facilities available to serve as a "weather back-up plan". Should there be inclement weather on your reserved day, we will approve your last-minute rental of tents, canopies or heaters, provided they are set-up at an acceptable location.

----- In addition ----- Snow removal

During the winter months snow may accumulate and will need to be removed. A fee of \$250.00 will be assigned and billed accordingly.