

Wedding Venue Rental Agreement

Sugar Creek Retreat

Waveland, IN

This Agreement ("Agreement") made this ____ day of _____, 20__, is by and between Gabriel Fauquher and Liza Fauquher ("Manager") of Sugar Creek Treats and Market LLC, dba Sugar Creek Retreat whose business address is 8206 W State Rd 234 Waveland, IN 47989, and _____ ("Renter"), collectively referred to as the "Parties". This Agreement regards to use of the property provided by Sugar Creek Retreat, at the address above, which is as an event venue only and does not include services or equipment to plan, coordinate, set-up, perform/conduct, or tear-down after the wedding event unless otherwise specified in the Schedule A "Price List". In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Property Rental.** Manager hereby grants to Renter a limited and revocable license (the "License") to use the property located at 8206 W State Rd 234 Waveband, IN 47989, ("Property"). 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) and time.** The Event shall be held on the date(s) ("Event Date") listed below. The Event Date(s) shall comply with written times below. For a weekend rental, check in is at 3pm and check out is at 12 noon. The Event date shall include set-up, rehearsal, wedding, reception, 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 Manager. All must Event Date(s): _____

3. **Fees.** Renter shall pay to Manager total fees including a "Rental Fee", "Cleaning Fee", "Damage Deposit" for the use of the Property as listed below. Included in the Rental Fee shall be a deposit ("Rental Deposit") that must be paid to Manager upon the execution of this Agreement. Manager shall have no obligations under this Agreement until the Rental Deposit is paid in full. The remainder of the Rental Fee and Cleaning Fee and Damage Deposit shall be due in full 60 days prior to the event on the date listed below. ("Payment Due Date"). If Renter fails to pay the Rental Fee and Cleaning Fee and Damage Deposit by the Payment Due Date, Manager shall have the right to revoke the License and to keep the full amount of the Rental Deposit as liquidated damages. The Damage Deposit will be refunded based on Condition of the Premises (paragraph 5) within 30 days of the event.

Rental Fee: _____
Cleaning Fee _____
Damage Deposit: _____
Rental Deposit: _____
Payment Due Date: _____

4. **Cancellations.** If Renter cancels the reservation for the Event within thirty (30) days of the Event Date, Manager shall refund to Renter the Rental Fee and the Cleaning/Damage Fee minus the Rental Deposit, which shall be retained as liquidated damages. If Renter cancels the reservation for the Event within seven (7) days of Sugar Creek Retreat Wedding Venue Rental Agreement Page 2 of 3 Revised February 21, 2012 the Event, Manager shall retain the entire Rental Fee, including the Rental Deposit as liquidated damages, although the Cleaning/Damage fee 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 beyond ordinary wear and tear.

6. **Permitted Use.** The permitted use is for invited guests only and is not open to the general public.

7. **Restrictions.** Renter is responsible to provide supervision for all children while on the Sugar Creek Retreat property. This is an active farm with equipment, structures, and fields that could be damaged or provide a hazard to children if not supervised. Guests may not bring pets as they will not be allowed on the property. Mylar confetti may not be used for decoration or celebration. Stapling or nailing of decorations to the buildings, barn, fences or other areas is not allowed. Music is required to be turned off inside the tent/pavilion by 8:30 pm to comply with noise ordinance laws. The party may continue their celebration back at the house if they choose. Clean up for evening weddings needs to be done by 9:00 pm

8. **Alcohol.** 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. Sugar Creek Retreat forbids the service of alcohol to minors. The sobriety of all guests is the responsibility of Renter.

9. **Special Event Liability Insurance.** Applicants and their Vendors are required to provide liability insurance to Manager. A minimum of \$500,000.00 General Liability is required for the event. The cost should be \$25-50 to the applicant and can be obtained as a rider to your current homeowners policy. Call your insurance provider and specify Event Liability insurance for details. 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. Sugar Creek Retreat and Gabe Fauquher and Liza Fauquher are all to be listed as co-insured's'. A certificate of insurance with coverage dates/limits must be provided to Manager 30 days prior to the Event.

10. **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 in, to, or near the Property, regardless of the cause of such damage or injury.

11. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Property according to the permitted uses set forth in Section 6 in a lawful manner. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Renter hereby indemnifies Manager, 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.

12. **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.

13. **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.

14. **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.

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

16. **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.

17. **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

Date

Date