

The Salem Herbfarm
320 Hartford Road
Salem, Connecticut 06320
(860) 861-5100
thesalemherbfarm@gmail.com
(www.salemherbfarm.com)

WEDDING RECEPTION AND EVENT CONTRACT

This contract defines the terms and conditions under which The Salem Herbfarm and _____ (hereafter referred to as the CLIENT) agree to the use of The Salem Herbfarm's facilities for the event described below. 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 The Salem Herbfarm and the CLIENT. The CLIENT shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without the written consent of The Salem Herbfarm.

CLIENT Information.

CLIENT Name: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

Event Date: _____

Event Type: _____

Number of Guests: _____

Catering Service Selected: _____

DJ Selected: _____

Facilities and Services Provided by The Salem Herbfarm. The Salem Herbfarm will provide the facilities and services described in this contract on the event date and times noted. All other services, facilities and arrangements for services shall be the responsibility of the CLIENT and managed through separate agreements with the applicable vendors. The Salem Herbfarm guarantees the CLIENT will have exclusive availability and use of its grounds and facilities as noted below:

- o handicap accessible parking for 65 cars adjacent to the barn and grounds, with a parking attendant provided for one hour immediately preceding the event start time;
- o use of the barn catering area for warming, chilling and serving (full scale cooking is not allowed);
- o handicap accessible men & women restrooms;
- o tables and chairs for guest seating within the barn;
- o use of The Salem Herbfarm grounds, furniture and gas fire pit for guest enjoyment;
- o use of the grounds for a wedding ceremony;
- o two hours for wedding ceremony rehearsal at a time available during the Monday through Thursday immediately preceding the event date;
- o use of The Salem Herbfarm grounds for photography; and
- o an on-site Salem Herbfarm representative available to assist as necessary.

Total Rental Costs. The Total Event Cost from Enclosure (1) to this contract is noted below. The Booking & Damage Deposit is a separate, refundable payment not included in the total event cost.

Deposits and Payment Schedule. To reserve services on the date requested The Salem Herbfarm requires this contract signed by both parties and a CLIENT payment of the refundable \$1,000 Booking & Damage Deposit. A first payment of fifty percent (50%) of the total event cost is due six months prior to the event date. The Balance Payment of the event cost is due sixty (60) days in advance of the event. For reservations made less than 60 days prior to an event the Booking & Damage Deposit and the total event cost are due at contract signing. Deposits and payments may be made by check payable to The Salem Herbfarm, or by credit card on the schedule noted below.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Booking & Damage Deposit	\$ 1000.00	With Signed Contract
Total Event Cost (Encl 1)	\$ _____	
First Payment	\$ _____	_____
Balance Payment	\$ _____	_____

Cancellation Refund Policy. If a CLIENT cancels a booking within 10 days of contract signing or after the first payment has been made, the Booking & Damage Deposit will be refunded. If a cancellation occurs after the first payment has been made and The Salem Herbfarm is able to rebook an event on the scheduled date, the first payment will be refunded. If the Balance Payment is not received by The Salem Herbfarm 60 days prior to the event, the CLIENT's event will be cancelled and the first payment will be forfeited. The Salem Herbfarm reserves the right to terminate this contract if the CLIENT fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply.

Booking & Damage Deposit Policy. The Booking & Damage Deposit serves three purposes: reserves the date for the CLIENT; covers the cost for any repair or cleanup of The Salem Herbfarm grounds or facilities resulting from the CLIENT's event; and pays for the client exceeding the cleanup time limits specified in the contract. The CLIENT is responsible for any damages to The Salem Herbfarm premises and property caused by the CLIENT, the CLIENT's guests or by any person or service company hired by the CLIENT (this includes the catering, bartending and DJ services). The Booking & Damage Deposit will be refunded to the CLIENT within five business days following the event if the grounds and facilities are left in the same condition, repair and cleanliness as before the event, and the event was concluded and the premises vacated by the time noted in the rental contract.

CLIENT Cleanup Responsibilities. As noted, the CLIENT is responsible for ensuring that The Salem Herbfarm grounds and facilities are left in the same condition of repair and cleanliness as before the event. This responsibility includes cleanup activities associated with the catering, bartending and other services arranged by the CLIENT. The CLIENT will ensure that all trash and debris associated with the event are collected and placed in trash bags provided by The Salem Herbfarm. Prior to departing, the CLIENT will place the trash bags in the barn catering area intact and not overloaded.

Catering, Alcohol & DJ Services. The CLIENT may select any catering, bartending or DJ service for the event referred to in this rental contract. For CLIENT protection, The Salem Herbfarm reserves the right to approve or reject all caterers, bartenders, DJs and other services or agents hired by the CLIENT.

Insurance Requirements: The Certificates of Insurance noted below shall be provided to The Salem Herbfarm at least 30 days prior to the event.

o CLIENT: The CLIENT will acquire a Certificate of Insurance with the insurance company EVENTSURED for a general liability amount of \$1,000,000 (one million dollars), and listing The Salem Herbfarm as an additional insured on a primary and non-contributory basis. The Salem Herbfarm has all of the necessary insurance requirements prearranged in a partnership arrangement with EVENTSURED which can be accessed at: <https://www.eventsured.com/partnership/the-salem-herbfarm/>. Once the client has the policy in place EVENTSURED will automatically notify The Salem Herbfarm that this requirement has been met.

o Catering Service: Caters must be licensed and insured to serve food and beverages with a minimum of \$1,000,000 (one million dollar) general liability and, if the caterer is providing the bartending service, a \$1,000,000 (one million dollar) liquor liability. The CLIENT must provide The Salem Herbfarm with a certificate of general liability and liquor liability noted above at least 30 days prior to the event.

o Independent Bartender: For any alcohol service not associated with the caterer the CLIENT shall provide the equivalent certificates of insurance as noted above.

Music and Entertainment. The proximity of local residences to The Salem Herbfarm is such that venue sounds, specifically sound related to music, must be kept below certain decibel levels specified by The Salem Herbfarm. The CLIENT agrees to comply with any and all sound limitations proscribed by The Salem Herbfarm event representative during the event. All amplified music must end no later than **9:30PM**.

Alcoholic Beverages. As the host of a private party, the CLIENT acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at The Salem Herbfarm during the duration of the event described in this contract. The CLIENT and the CLIENT'S representatives will exercise due care in serving alcoholic beverages, and will refuse service to any person appearing to be under the age of 21, or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The CLIENT and the CLIENT'S representatives will ensure that all alcoholic beverages consumed in accordance with the laws and regulations of the State of Connecticut. The CLIENT agrees to fully cooperate and assist The Salem Herbfarm in enforcing the laws of the State of Connecticut and the policies of The Salem Herbfarm regarding the consumption of alcoholic beverages.

Responsibility and Security. The Salem Herbfarm does not accept any responsibility for damage to or loss of any articles or property left at The Salem Herbfarm prior to, during or after the event. The CLIENT agrees to be responsible for any damage done to The Salem Herbfarm by the CLIENT, his guests, invitees, employees or other agents under the CLIENT's control. Further, The Salem Herbfarm 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 any act or omission of the CLIENT, or any of his guests, invitees, employees or other agents from any accident or causality occasioned by the failure of the CLIENT to maintain the premises in a safe condition or arising from any other cause. The CLIENT, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against The Salem Herbfarm for any such loss, damage, or injury of the CLIENT, and hereby agrees to indemnify and hold The Salem Herbfarm free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

Miscellaneous Requirements:

The CLIENT, the CLIENT’S guests and any person or service company hired by the CLIENT (this includes the catering, bartending and DJ services) shall follow all requests and directions of the on-sight Salem Herbfarm representative and all applicable laws and regulations.

Smoking is permitted only in designated areas with cigarette butts discarded in the receptacles provided.

The alcoholic beverage and music services will end 30 minutes prior to the end of a 5 or 6 hour event, and at any event no later than 9:30PM.

All events must end by 10PM. Cleanup must be completed and the premises vacated within one hour of the end of the rental period and no later than 11PM.

A layout plan and table arrangement must be submitted to The Salem Herbfarm at least 5 days prior to the event.

Deliveries to the property must be prearranged and scheduled at least 48 hours prior to the event. All equipment, tableware and other supplies associated with the event must be neatly placed in the designated area outside the back of the barn, ready for pickup by the close of the cleanup period. All equipment, tableware and other supplies associated with the event must be removed from The Salem Herbfarm no later than 10AM on the Monday immediately following the event.

Contract Signature. This contract constitutes the entire agreement between The Salem Herbfarm and the CLIENT and becomes binding upon both parties when signed.

The CLIENT

The Salem Herbfarm

Name: _____

Joseph F.C. Duncan

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachment: Enclosure (1) Total Event Cost

**The Salem Herbfarm
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Enclosure (1): Total Event Cost

Client Name: _____

Event Type: _____

Event Date: _____

Event Start Time: _____ Event End Time: _____

(Three hours are allowed prior to the Event Start Time for caterer and CLIENT setup, and one hour after the Event End Time for breakdown and clean up. The CLIENT, caterer and guests must have vacated The Salem Herbfarm no later than one hour after the Event End Time. There will be a charge of \$500 dollars per hour (or part of an hour) deducted from the Booking & Damage Deposit for exceeding the time limits noted above.

Four Hour Site Rental \$ _____

Extra Hour (s) @ \$500/hr \$ _____

Event Sub-Total Cost \$ _____

Connecticut State Sales Tax (6.35%) \$ _____

Total Event Cost \$ _____

Site Rental (4 hour event)	Rental Fees CT Sales Tax (6.35%)	
Saturdays, Holidays & Holiday Weekends (Fri/Sat/Sun)	\$4,000	\$254
July 4 th / Memorial Day / Labor Day	\$4,000	\$254
Friday & Sunday	\$3,500	\$222
Monday through Thursday	\$2,500	\$159
	\$4,500	\$286
	\$5,000	\$318

The Salem Herbfarm
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Enclosure (1): Total Event Cost (2022)

Client Name: _____

Event Type: _____

Event Date: _____

Event Start Time: _____ Event End Time: _____

(Three hours are allowed prior to the Event Start Time for caterer and CLIENT setup, and one hour after the Event End Time for breakdown and clean up. The CLIENT, caterer and guests must have vacated The Salem Herbfarm no later than one hour after the Event End Time. There will be a charge of \$500 dollars per hour (or part of an hour) deducted from the Booking & Damage Deposit for exceeding the time limits noted above.

Five Hour Site Rental \$ _____

Extra Hour @ \$500/hr \$ _____

Event Sub-Total Cost \$ _____

Connecticut State Sales Tax (6.35%) \$ _____

Total Event Cost \$ _____

Site Rental (5 hour event)	Rental Fees	
	CT Sales Tax	
	(6.35%)	
Saturdays, Holidays & Holiday Weekends (Fri/Sat/Sun)	\$5,500	\$350
July 4 th / Memorial Day / Labor Day	\$5,500	\$350
Friday & Sunday	\$5,000	\$318
Monday through Thursday	\$4,000	\$254
	\$5,500	\$349
	\$6,000	\$381