

The Salem Herbfarm
320 Hartford Road
Salem, Connecticut 06420
(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 changed except in writing and signed by The Salem Herbfarm and the CLIENT. The CLIENT may not assign benefit, right or responsibility contained in this contract (or any written amendment to this contract) without the specific, 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 Proposed: _____

DJ Proposed: _____

Alcohol Service proposed: _____

(The names of proposed vendor services not known at contract signing may be provided to The Salem Herbfarm by the CLIENT as soon as practical after selection.)

Facilities and Services Provided by The Salem Herbfarm. The Salem Herbfarm will provide the facilities and services specified in this contract on the event date at the times specifically set forth in this contract. All other services, facilities, supplies and arrangements for services shall be the sole responsibility of the CLIENT, directly or through such agents and vendors as the CLIENT chooses, subject to the limitations in this

contract. The Salem Herbfarm guarantees the CLIENT will have exclusive availability and use of its grounds and facilities as noted below:

- handicap accessible parking for 65 cars adjacent to the barn and grounds;
- use of the barn catering area for warming, chilling and serving (full scale cooking is not allowed) and the catering parking area from three (3) hours prior to one (1) hour after the event start time;
- handicap accessible men & women restrooms;
- tables and chairs for guest seating within the barn and the outdoor reception pavilion for up to 140 guests;
- guest seating for up to 140 at the ceremony site;
- use of The Salem Herbfarm grounds, furniture and gas fire pit for guest enjoyment;
- use of the grounds for a wedding ceremony;
- ninety (90) minutes for wedding ceremony rehearsal at a time mutually agreed to by the parties during the Monday through Thursday immediately preceding the event date (the rehearsal schedule may be changed at any time by The Salem Herbfarm to accommodate unexpected event bookings);
- use of The Salem Herbfarm grounds for photography and videography during the times here agreed for client use; and
- an on-site Salem Herbfarm representative available to assist as necessary.

Total Rental Costs. The Total Event Cost is stated in Enclosure (1) attached to this contract. The Booking & Damage Deposit is a separate, conditionally refundable payment not included in the Total Event Cost: see Booking & Damage Policy, below.

Deposits and Payment Schedule. Deposit and payment(s) may be made by check payable to The Salem Herbfarm. A first payment of fifty percent (50%) of the Total Event Cost is due six (6) months prior to the event date, or upon signing of this contract if the event date is within six (6) months of booking. The balance of the Total Event Cost is due sixty (60) days in advance of the event, or upon signing of this contract if the event date is within sixty (60) days of booking

<u>Payment</u>	<u>Amount</u>	<u>Date Due</u>
Booking & Damage Deposit	\$ 1,000.00	With Signed Contract
Total Event Cost (Encl 1)	\$ _____	
First	\$ _____	_____
Balance	\$ _____	_____

(All payments received by The Salem Herbfarm will be confirmed to the CLIENT via email.)

Cancellation Refund Policy. If a CLIENT cancels a booking within ten (10) days of contract signing and before 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 sixty (60) days prior to the event, the CLIENT’s event will be canceled, and the first payment will be forfeited. If the CLIENT cancels a booking after the balance payment all payments will be forfeited. The Salem Herbfarm reserves the right to terminate this contract if the CLIENT fails to meet, or violates, any terms of this contract, in which case the provisions of this cancellation policy also apply.

Booking & Damage Deposit Policy. The Booking & Damage Deposit serves three purposes: it reserves the date for the CLIENT; it compensates The Salem Herbfarm if the client exceeds the time limits specified in this contract; and it is a deposit toward the cost of any repair or cleanup of The Salem Herbfarm property, grounds or facilities resulting from the CLIENT’s event. The CLIENT is responsible for any damages to The Salem Herbfarm premises and property caused by the CLIENT, any of the CLIENT’s guests, or by any person or business hired or otherwise engaged by the CLIENT for the event, such as (but not limited to) catering, bartending and DJ service. The Booking & Damage Deposit will be refunded to the CLIENT within five business days following the event if the property, 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 agreed in this contract.

CLIENT Cleanup Responsibilities. The CLIENT is responsible for ensuring that The Salem Herbfarm property, 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 removed from The Herbfarm property.

Catering, Alcohol & DJ Services. The CLIENT may propose to The Salem Herbfarm any catering, bartending or DJ service for the event which is the subject of this contract, provided no contract with, or other commitment by the CLIENT to, any such service or vendor shall be binding on The Salem Herbfarm, unless The Salem Herbfarm is a party to

the contract or commitment agreement. To protect the CLIENT, The Salem Herbfarm reserves the right, in its representative's judgment based on experience, to reject any caterers, bartenders, DJs and other services or agents proposed by the CLIENT.

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

- CLIENT: The CLIENT will acquire a Certificate of Insurance with an insurance company 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 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. The CLIENT may acquire the liability insurance specified in this paragraph through an alternate insurance company if desired.
- Catering Service: Caterers 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, at least a \$1,000,000 (one million dollar) liquor liability insurance policy. The CLIENT must provide The Salem Herbfarm with written certificates of such insurance at least 30 days prior to the event.
- Independent Bartender: For any alcohol service not provided by the CLIENT's caterer, the CLIENT shall provide certificate(s) of insurance equivalent to the above at least thirty (30) days prior to the event. This requirement includes any CLIENT family member, friend or other person serving in an "amateur" bartender capacity on the CLIENT's behalf.

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 all sound limitations proscribed by The Salem Herbfarm event representative during the event. All amplified music must end no later than **10:00PM**.

Alcoholic Beverages. The CLIENT and the CLIENT's representatives will ensure that all alcoholic beverages are 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. As the host of a private party, the CLIENT acknowledges responsibility for the proper and lawful service and consumption of alcoholic beverages at The Salem Herbfarm during the event which is the subject of this contract and any related CLIENT access to The Salem Herbfarm premises.

The CLIENT and the CLIENT'S representatives will exercise due care in serving alcoholic beverages, and will refuse service to any person under the age of twenty-one (21), or any person who appears to be intoxicated. The CLIENT or the CLIENT's representative shall require identification and proof of age from any person who appears possibly to be under 21 years of age, and The Salem Herbfarm reserves the right to do the same. Alcoholic beverages will be taken from anyone believed to be a minor and from any intoxicated person.

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, the CLIENT's 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 CLIENT guest, invitee, employee or other agent 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 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.

Unforeseeable Events; Waiver of Damages. If performance by The Salem Herbfarm of any duty under this contract is prevented or delayed by any event, occurrence or condition, whether at The Salem Herbfarm or affecting access to it, that is not reasonably foreseeable, including without limitation any Act of God, severe weather or its effects, fire, flood or other casualty, utility or equipment failure, government regulation or enforcement, war, civil conflict or commotion, the CLIENT waives any claim for damages of any kind. If performance by The Salem Herbfarm of any duty under this contract is so affected by any such event, occurrence or condition that the CLIENT's event must be canceled by either party prior to the scheduled start time, the CLIENT will be entitled to a full refund of the Booking and Damage Deposit and all other payments made to The Salem Herbfarm. If any such event, occurrence or condition causes the CLIENT's event to be terminated after the event has begun, the CLIENT will be entitled to the conditional refund of the Booking and Damage Deposit and the First Payment only. If performance by either party of any obligation or duty under this contract is delayed by any such event, occurrence or condition, the time for such performance shall be extended to the same extent as such delay.

Miscellaneous Requirements:

The CLIENT, the CLIENT'S guests and any person or company hired or otherwise engaged by the CLIENT to provide services or goods for the CLIENT's event before, during or after the event concludes shall follow all requests and directions of the on-site Salem Herbfarm representative, and all applicable state and federal laws and regulations.

Smoking, burning candles and any other type of open flame are strictly prohibited inside the barn. Cigarette butts shall be discarded in the receptacles provided by The Salem Herbfarm.

For an event scheduled to end at 10pm, the alcoholic beverage will end at least 30 minutes prior to the event end, and no later than 9:30PM.

All events must end by 10PM. Cleanup must be completed and the premises vacated within one (1) 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 or the outdoor pavilion, 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
WEDDING RECEPTION AND EVENT CONTRACT
Enclosure (1): Total Event Cost

Client Name: _____

Event Type: _____

Event Date: _____

Start Time: _____ 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 event time limits.

Five Hour Site Rental \$ _____

Extra Hour \$1,000 \$ _____

Event Sub-Total Cost \$ _____

Connecticut State Sales Tax (6.35%) \$ _____

Total Event Cost \$ _____

Rental Fees

Site Rental (5 hours)	2023	2024
Saturdays, Holidays & Holiday Weekends (Fri/Sat/Sun)	\$6,500	\$10,000
July 4 th / Memorial Day / Labor Day	\$6,500	\$10,000
Fridays & Sundays	\$6,000	\$9,500
Monday through Thursday	\$5,000	\$8,000