# Thousand Acre Farm

## Farm Event Reservation Agreement

**260 S Reedy Point Rd, Middletown DE 19709 | www.thousandacrefarm.com | PO Box: 76 St Georges, DE 19733**

**Event Location: Main Barn ☐ Cider Barn ☐**

**Event Date:** _____

**Event Type: Wedding ☐ Corporate Event ☐ Social Party ☐**

**Wedding/Baby Shower ☐ Rehearsal Dinner ☐ Other ☐**

**Rental Hours:** _____

**Estimated # of Guests:** _____

**For Weddings:**

Bride's Name: _____

Groom's Name: _____

Address: _____

_____

Bride's phone #: _____ Groom's phone #:_____

Email (1): _____

Email (2): _____

Preferred Method of Communication: (please circle) Email / Phone

***ALL AMOUNTS PAID TO THOUSAND ACRE FARM ARE NON-REFUNDABLE***

**Add-On Options:**

3 Hr Rehearsal Dinner at our Cider Barn: ($450) _____

Fireplaces: ($400 for 2, $250 for 1) _____

TAF Tent Services: _____

Miscellaneous Add-On's: _____

**Total Contract Fee:** _____

**Deposit Paid:** _____ **($2,000)**

***Total deposit of $2,000 (Total 50% is due within 120 days of signing)***

***Next Payment: Due Date:*** _____ ***Amount:*** _____
***(Completes 50% payment. Due within 4 months of signing)***

***Final Payment: Due Date:*** _____ ***Amount:*** _____
***(Final payment due 6 months prior to event date)***

*LESSEE:*

_____ _____
Printed Name of Bride/Lessee Bride/Lessee Signature and Date

_____ _____
Printed Name of Groom/Lessee Groom/Lessee Signature and Date

*THOUSAND ACRE FARM:*

Signature: _____

Date: _____

*Kindly make checks payable to "Thousand Acre Farm"*
**FACILITY RENTAL AGREEMENT**

THIS FACILITY RENTAL AGREEMENT ("Agreement") is made by and between Thousand Acre Farm, LLC and the undersigned ("Lessee").
Thousand Acre Farm, LLC and the Lessee, intending to be legally bound, hereby agree as follows:

1. **Rental.** Thousand Acre Farm, LLC will rent to the Lessee, on the Event Date set forth on the Farm Event Reservation Form above, the event facilities located at 260 S. Reedy Point Road, Middletown, Delaware ("Facilities"). The rental of the Facilities includes use of the entire barn reception floor, barn first floor for vendor use and set up, loft area, outside patio and deck, and tables, and one (1) 36" cake table. The use of add-on feature, i.e. the fireplaces, hayrides, and outside ceremony chairs will incur additional fees for use of the Lessee and will be reflected in total rental fee.

2. **Rental Fee.** The rental fee for the Facilities, including any add-on options, shall be the amount set forth on the Farm Event Reservation Form ("Total Rental Fee"). The initial down payment, which shall be $2,000.00, shall be paid on the date of execution of this Agreement. The remaining one-half will be due six (6) months after execution date. The remaining balance will be due 6 months prior to vent date; provided that, if this Agreement is signed less than four months prior to the event date, full payment is due upon execution of this agreement. All amounts paid to Thousand Acre Farm are non-refundable.

3. **Hours.** Rental of the Facilities shall be for the Rental Hours agreed upon above on the Farm Event Reservation Form (the "Event Period"). All vendor deliveries, décor, and setup must take place within the event period unless other arrangements are made with Thousand Acre Farm. The event period includes time for: set up, vendor deliveries and setup, ceremony and a reception or event, and vendor and lessee decor clean up. The Lessee, guests, representatives, agents and any vendors collectively, the "Lessee Parties" and individually, the "Lessee Party" must vacate the Facilities by the end of the event period**. Any event that exceeds this time shall be subject to an additional rental fee of $400.00 per hour**. All items, rented and otherwise (that are not owned by Thousand Acre Farm), must be removed at the end of the event period. All items not removed shall become the property of Thousand Acre Farm. Notwithstanding any other provision of the Agreement or the Farm Event Registration Form to the contrary, the end of the event period.

4. **Rehearsal.** If required, Thousand Acre Farm at a sole discretion *may* agree to a complementary rehearsal. The rehearsal time, not to exceed one (1) hour, will be scheduled as close to the event date as reasonably possible, as mutually agreed to by the parties. Rehearsal times will be based on the availability of the facilities. Rehearsals are usually booked on a Wednesday or Thursday. Rehearsals exceeding one hour will be charged $100 per hour, or any part thereof. Rehearsals are not for decorating purposes; however, you can bring in your decor in boxes. If

you choose not to hold a rehearsal at Thousand Acre Farm, this complimentary hour cannot be used for early arrival on the date of event.

5. **Thousand Acre Farm Staff Members.** Members of Thousand Acre Farm staff will be present at the facilities for rehearsals, weddings, or any other farm events to manage the event solely for Thousand Acre Farm's purposes. Thousand Acre Farm Staff Members will set up equipment owned by Thousand Acre Farm for use and oversee parking and the use of add-on options (fireplaces and hayrides) if necessary. Thousand Acre Farm's staff members may not be utilized or directed by the Lessee or any Lessee Party to work or perform tasks related to Lessee's event (i.e., equipment set up, décor, food and drink preparation or serving or clean-up.) The Lessee Parties, including without limitation, Lessee's event planner and Lessee's vendors, shall be solely responsible for managing, coordinating and performing all tasks related to Lessee's event and ensuring Lessee's event goes smoothly. THOUSAND ACRE FARM EMPLOYEES ARE SOLELY RESPONSIBLE FOR OPENING BARN AGREED TIME, ASSISTING WITH PARKING AND ENSURING ALL RULES AND GUIDELINES ARE BEING FOLLOWED. WE WILL CLOSE AND LOCK BARN DOORS AT 11PM. IF BRIDE AND GROOM DECIDE TO EXTEND TIME, THERE IS A CHARGE OF $400.00 PER HOUR. I agree to ensure my bridal party, parents and guests are aware of the above. I UNDERSTAND THE TERMS AND CONDITIONS PER OUR AGREEMENT, THE BARN MUST BE COMPLETELY VACATED, (INCLUDING VENDORS AND GUESTS) CLEAN-UP COMPLETED BY TIME DETERMINED PER AGREEMENT. IF IT GOES BEYOND FIVE MINUTES OF AGREED TIME, A CHARGE OF $400.00 WILL BE CHARGED TO CREDIT CARD ON FILE AND/OR INVOICED.

6. **Vendors.** Thousand Acre Farm reserves the right of final approval of all vendors selected by the Lessee for any event at the Facilities. Thousand Acre Farm provides a "List of Vendors" for the Lessee to choose from. All other non-catering vendors are recommended for your choosing, but not required for your event. Personalized stations (such as s'mores, popcorn, etc.) are allowed at Thousand Acre Farm's discretion. All vendors providing services to Lessee, at the request of Thousand Acre Farm, shall provide copies of certificates of insurance evidencing the following coverage's: (a) Workers Compensation for all employees working at the Facilities; (b) General Liability Insurance naming "Thousand Acre Farm" as an additional insured with coverage of not less than $1,000,000 per occurrence; and (c) if applicable, Liquor Liability Insurance naming "Thousand Acre Farm" as an additional insured with coverage of not less than $1,000,000 per occurrence. Thousand Acre Farm is the exclusive & only provider of bar service at our venue.

7. **Damages/Deposit**. The Lessee shall be responsible for the cost of repairing all damage to the Facilities and items or any other property of Thousand Acre Farm caused by Lessee and/or Lessee's representatives and agents, including, without limitation, Lessee's Parties. A valid credit card is required to be on file in case of damages to the property or additional fees assessed due to any violation or breach of this Agreement. The credit card will be charged $1,000 within seven (7) days of

the Event Date if any damages have been assessed or for any other charges hereunder that remain unpaid and by execution of this Agreement such charges are hereby authorized. Thousand Acre Farm will refund your card of $1,000 within (7) days if there are no damages.

8. **Release/Indemnification.** Thousand Acre Farm shall not be responsible for any damage to or loss of any articles or property of the Lessee or the Lessee's Parties. The Lessee acknowledges and agrees that the Lessee shall be liable for all claims for personal injury, property damage or other liabilities, including expenses or other obligations arising out of or relating to the use of the Facilities and event accessories by the Lessee Parties. The Lessee releases from any liability and shall indemnify and hold harmless Thousand Acre Farm, LLC., including other affiliated organizations and their respective officers, directors, members, employees, agents and representatives, from any liability, claims, damage, loss, or expense (including attorney's fees and court costs) relating in any way to the use of the Facilities, the event accessories, the Event or any obligation here under; this includes, without limitation, liability related to or associated with the serving and consumption of alcohol, or otherwise caused by any Lessee Parties, or the use of the Facilities by the Lessee Parties.

9. **Day-Of Coordinator.** The Lessee is REQUIRED to have a Day of Wedding Coordinator on the event date present for the entirety of the event period as agreed upon above. Thousand Acre Farm will offer the Lessee a choice of our professional wedding planners on our preferred vendor list to select from. Our Day of Coordinators are independent contractors and will be contracted and will have their own agreement to sign to their own terms and conditions. The wedding planner's role shall include, without limitation, (a) managing all subcontracted services and vendors for any event, such as the caterer, photographer, florist, band, DJ, and decorator, and Thousand Acre Farm, LLC. (b) organizing all parties for any ceremony and reception, and (c) managing and coordinating the requests of all Lessee Parties during the event. This person or persons must be present at all times during the set-up period and event period and shall be the primary contact for Thousand Acre Farm's representatives and vendors hired. All on-site meetings, walk-through meetings, and deliveries for the event must be scheduled with a Thousand Acre Farm representative in advance. Thousand Acre Farm may refuse unscheduled deliveries.

10. **Alcohol.** Thousand Acre Farms only uses caterers with liquor services and licenses, who are the only provider/s of liquor services at TAF. All caterers must be approved by Thousand Acre Farms. The supply and service of any alcohol at the Facilities shall comply with all applicable provisions of the Delaware Law and all related laws, regulations and policies. For the safety of all guests, loitering and consumption of alcohol in the parking area is strictly prohibited. All alcohol is distributed through Thousand Acre Farm Bar Service. At any time Thousand Acre Farm deems alcohol consumption to be excessive, in its sole discretion, Thousand Acre Farm shall have the authority to close down all alcohol service and/or evict

inebriated guests or invitees from the Facilities and related premises. Without limiting any rights of Thousand Acre Farm or obligations of Lessee herein, including, without limitation, the rights and obligations set forth in paragraphs 5 and 6 of this Agreement, Thousand Acre Farm shall impose a $1,500 additional charge in the event of any violation of this paragraph by appropriate law enforcement agencies and Lessee shall be responsible for all costs, damages and other expenses in the event that Thousand Acre Farm exercises this right. No kegs or kegerators allowed in barn.

11. **Kitchen Fee.** There is a $250 kitchen use fee that the caterer must pay before completion of the event. Thousand Acre Farm management must do a final walk through with the caterer to be sure the venue is completely clean before the end of the event. This includes chairs stacked, broom swept main floor and prep/kitchen area and trash taken to the dumpsters. I fully understand that if the caterer does not comply, the deposit is forfeited to Thousand Acre Farm. **Initial:**_____

12. **Smoking**. Smoking is only allowed at designated areas (outside concreate areas). Smoking prohibited on ALL decks. All smoking materials must be disposed of in properly marked containers provided by TAF. This policy is to limit the significant fire and litter risks associated with smoking. The Lessee agrees to have all Lessee Parties observe this policy. Lessee is subject to an additional minimum $250 cleaning fee if this policy is violated by any Lessee Party.

13. **Tents/Decorations/Restrictions.** Thousand Acre Farm reserves the right of final approval of all tents and decorations brought to the Facilities and such approval may be withheld for any reason. Flower arrangements, décor, or other items for any event prepared by Lessee or any Lessee Party other than an approved vendor may not be prepared or assembled at the Facilities or the related premises. Notwithstanding the foregoing, the use of rice, rose petals, fireworks, confetti, glitter, birdseed and/or silly string is strictly prohibited. Sparklers are allowed on the outside cement patio only. Candles may be used in the barn provided they are kept in enclosed glass approved by Thousand Acre Farm prior to use. The candle holder must be able to contain melted wax from the candle from dripping on any surface other than the candle holder and the body of the candle must be mostly contained or enclosed by the holder and otherwise well secured so as not to be likely to tip over out of the holder. An insured vendor must do all decorating that requires the use of a ladder. To the extent the cost of cleaning the Facilities upon conclusion of the Lessee's event exceeds the customary and normal costs incurred by Thousand Acre Farm for an event, Lessee shall be responsible for any such excess costs. Children are not permitted to wander the grounds unsupervised by an adult.

14. **Courtesy Protocol.** All Lessee Parties shall abide by and comply with all rules and regulations related to the Facilities, as adopted by Thousand Acre Farm from time to time. Thousand Acre Farm reserves the right to request any person or group of people acting unruly and contrary to those regulations adopted from time to time by

Thousand Acre Farm to leave the Facilities and related premises. Assistance from law enforcement agencies may be required if this request if not met immediately.

15. **Set Up/Cleaning**. Thousand Acre Farm is not responsible for set-up and break-down of chairs, props or other items from outside rental vendors. If TAF is required to set-up and break-down rented items, a $300 fee is required prior to event. All rented items must be delivered the day of the event unless otherwise approved by TAF. If the lessee requires the ceremony benches to be relocated, there is a $200 handling fee. The caterer will assume responsibility for set-up, break-down, cleaning the food areas, decks, patios and inside the barn and grounds as well as removing trash from inside the building leave the venue broom swept. The Lessee will assume responsibility for cleaning the premises of all décor and personal items brought in. Personal property must be removed the day of the event. Thousand Acre Farm will assume responsibility to remove tables, chairs, and equipment owned by Thousand Acre Farm and to clean the venue (bathrooms, floors, etc.) We are not responsible for cleaning floors day of your event between your set-up and reception time. We do although have a mop and bucket available if you choose to mop the main floor. If you choose to have Thousand Acre Farm clean the barn before the reception, we charge an additional $500.00. TAF at a sole discretion may allow vehicles/trailers to stay on the property exceeded by Lessees signed time.

16. **Emergency Personnel.** Lessee is responsible for securing and paying the cost of any emergency personnel required for the event including, without limitation, police, fire, or ambulance. Thousand Acre Farm has the right to require Lessee to obtain emergency personnel, in its sole discretion. Thousand Acre Farm reserves the right to secure any such emergency personnel, at any time, at Lessee's cost

17. **Force Majeure Conditions**. Lessee agrees that Thousand Acre Farm shall not be liable for losses, damages (including attorney fees and court costs) for detention, delay, conditions or failure to perform in whole or in part resulting from causes beyond its control, including, without limitation, acts of God, fires, floods or other casualties, weather conditions, power failures, strikes, riots, embargos, delays in transportation, activities conducted on other properties, inability to obtain supplies or requirements, or regulations of the United States government or any other civil authority, including any legislation regarding liquor license requirements. In the event Thousand Acre Farm is unable to provide Lessee with access to the Facilities for their intended use, for any reason, the sole obligation of Thousand Acre Farm shall be to refund Lessee that portion of the Rental Fee actually paid to Thousand Acre Farm

18. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof, all rights and remedies being governed by such laws. The parties hereto consent to jurisdiction and venue in the courts of the State of Delaware in New Castle County.

19. **Assignment.** This Agreement may not be assigned in whole or in part by the Lessee without express prior written approval by Thousand Acre Farm, which may be withheld for any reason.

20. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties. This Agreement may only be amended in writing signed by both parties.

21. **Lessee**. Lessee agrees that Thousand Acre Farm can use or take any photos at our discretion for promotional, marketing, or social media purposes.

**I agree to this contract agreement above, including all Terms and Conditions.**

*LESSEE:*

| | |
|---|---|
| _____ | _____ |
| Printed Name of Bride | Bride Signature and Date |
| _____ | _____ |
| Printed Name of Groom | Groom Signature and Date |

*THOUSAND ACRE FARM:*

Signature: _____

Date: _____

**PLEASE SEND ALL PAYMENTS TO THOUSAND ACRE FARM PO BOX 76 ST. GEORGES, DE 19709**