

# THE POSTON MANOR & EVENT BARN, LLC

The undersigned, Poston Manor & Event Barn LLC, an Ohio limited liability company, hereinafter referred to as "Operator", and

\_\_\_\_\_, hereinafter referred to as "Renter", mutually agree to enter into this temporary rental agreement for the purpose of the event described herein and upon the terms and conditions set forth herein. The term of this rental agreement shall commence on \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_ and end at \_\_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_.

## **Event Information:**

Event Date: \_\_\_\_\_

Event Start/End Time: \_\_\_\_\_

## **Renter Information:**

**(Responsible Party- Must be 21 years or older)**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Address: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

### **Liability for Use of the Poston Manor & Event Barn/ Insurance:**

Renter agrees to assume all responsibility for an accident, injury or damage that may occur as a result of Renter's or guests' use of the premises to persons or property (including those of Renter's guests), and that the Operator and its agents shall not be held liable, or responsible for such injury, accident or damage. Also, Renter assumes the risk involved with the use of the facilities and agrees to save harmless and indemnify the Operator and its agents from any and all claims and liabilities of any nature, which may arise by reason of the use of the facility. Renter assumes responsibility of all guests during reservation time. Renter agrees that the rental of the facility is on an "as is" basis, and no warranties or representations are made nor to be interpreted from this agreement.

Special Event Liability Insurance covering Renter and The Poston Manor Event Barn and its owners and agents is required for all events (a copy must be provided 7 days prior to event).

### **Age Requirements:**

Renter must be 21 years or older to rent the facility. Renter must be present at all times at the facility during the time period of the event covered by this agreement.

### **Cancellations:**

This cancellation agreement is in effect at the time of signing. In the event a cancellation is made within 7 days, there will be a \$100 forfeiture of deposit. Cancellations after 7 days of signing agreement will result in forfeiture of all funds paid up to that point.

### **Smoking:**

Smoking is not permitted on the property except in the designated smoking area next to the parking area. Cigar/Cigarette butts must be disposed of in the provided bins. A \$5.00 charge will be issued for each Cigar/Cigarette butt found on the premises outside of designated disposal bins.

### **Fires/Fire Pit:**

No fires, aside from smoking in the designated smoking area and fires in the designated bonfire area are permitted on the property. This includes, but is not limited to, candles, torches, lanterns or fireworks.

### **Use of Facility:**

The upper level of the barn (main floor), lower level, and 500 ft radius around the barn are included in the rental of the facility.

### **Check In/Check Out:**

Renter may check in the day of the event one hour prior to start time for decorating. Clean up must be completed by check out time. Early check-in is not permitted unless approved by the operator or its agents prior to arrival. Overstaying past the designated check-out time is not permitted.

### **Cleaning:**

Renter shall, prior to check out:

- Collect all trash, debris, and cigar/cigarette butts and dispose of them from the barn. There will be trash bins on site behind facility.
- Remove any personal decorations or items. The facility will not be responsible for the return of any items left behind.
- Turn all lights off in the barn.
- A \$5.00 fee will be charged per item for any cans, debris, and cigarette butts not properly disposed of.
- A \$50.00 fee will be charged if any trash receptacles or chairs are removed from the premises and/or if trash is not emptied from all receptacles into provided trash bin behind facility.
- A \$150.00 fee will be charged if any tables/chairs are removed from the premises.

### **Rental Fees, Deposit, and Payment Options:**

The total rental fee for the use of the Poston Manor & Event Barn shall be \$175 per hour, minimum 3 hour rental. Tables and chairs will be provided to accommodate up to 275 guests. At the time of the execution of this agreement, a \$200.00 deposit is due. The remaining balance shall be due **7 days prior to the date of the event unless an extension of the payment date is agreed upon by the Operator and Renter.**

The renter is required to provide valid credit card information 7 days prior to check-in to be held on file for the duration of the reservation.

### **Use of Decorations:**

Outside decorations are permitted except for the following:

- Confetti
- Fire (candles, torches, fireworks, etc.)
- Artificial flower or leaf petals on the exterior premises/grounds. Artificial flower petals may be used in the interior of the barn but must be cleaned up prior to check out.
- Live, loose flower petals may be used inside the barn

No nails, tacks, glue or any other product that will permanently alter the premises may be used to secure decorations.

### **Food and Alcohol:**

Operator will not be providing any food or alcohol to the Renter. Any food and alcohol of Renter's choice must be supplied by Renter personally or through any caterer. (A preferred caterer list can be provided upon request). Alcohol is not available for purchase from Operator of the facility.

Renter is responsible for ensuring that all laws regarding the use of alcoholic beverages are followed by the users of the facility, including, but not limited to, those pertaining to the lawful drinking age. Under aged drinking and any and/or all other illegal activity is not permitted on the property. If alcohol is being served, it must be served by someone lawfully authorized to do so. Renter agrees to indemnify and hold Operator harmless from any and all liability, damages, losses, claims, demands, controversies, actions and causes of action of any kind, whether known or unknown, arising out of the Renter's use of the facility.

### **DJs/Music:**

Renters will be responsible for providing their own DJ/music and to comply with any applicable noise restrictions.

### **Weather/Power Outages:**

Bad weather conditions may make travel difficult and otherwise adversely affect the holding of the event. In addition, occasional power outages may occur. Operator and its agents will do their best to provide alternate power sources but no refunds will be given if the event is affected for bad weather or power outages. We are not responsible for any damages that may occur due to inclement weather.

**Damages:**

Damages to the structure, fixtures or furnishings, other than normal wear and tear, caused by the Renter's and/or guests' use of the facility will result in repair or replacement costs charged to the Renter. Please notify Operator or its agents at check in if there are damages to the facility or property. An itemized list of any damages and the replacement/repair cost will be sent to the renter following the event. Final walk through available upon request.

**Appropriate Behavior:**

Although the Barn is located on secluded acreage, it is still in a residential area. Please respect other property owners/neighbors. Trespassing on adjoining properties is not permitted. Violation of these policies may result in termination of the rental agreement and event.

**Payment:**

- Deposit of \$200.00 is due at the time of signing. This is to hold your date and will go towards final cost.
- 100% of balance due 7 days prior to event.
- If event date is less than 6 months out at time of booking, 50% of total balance is due at signing.

I \_\_\_\_\_ (Renter), have read and agree to all of the above policies. I understand that I am responsible for following all of the above policies and that I will also be responsible for attending guests compliance with the above policies.

**Renter Signature/Date:** \_\_\_\_\_

**Operator Signature/Date:** \_\_\_\_\_

**Operator contact information:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**In the event card provided is not in renting party's name:**

I \_\_\_\_\_ authorize the use of this credit card to be held on file for the duration of this rental agreement, and acknowledge the use thereof, pending additional fees at time of check-out.

**Cardholder Signature/Date:** \_\_\_\_\_

**Operator Signature/Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_