



Event Rental and Services Agreement

Thank-you for choosing Stillwater Spring Farm LLC (aka "Stillwater") to host your special day. This contract outlines both Stillwater's (the "Host" or "Operator") contributions/obligations to your event and the responsibilities of you (the "Client" or "Renter"), your guests, and your contractors while using the property.

DATE OF EVENT: ____/____/____

RENTER NAME: _____

PRICE: \$3,500 (does not include 6% sales tax)

PAYMENT SCHEDULE:

(1) Non-refundable Reservation Fee \$1,000 Due with signed contract

(2) Remaining Balance \$____ Due 60 days before event (____/____/____)

Balance of Rental Fee w/6% Sales Tax \$2,710

Miscellaneous Extras (See Schedule A) \$____

(3) Security Deposit \$ 500 Due 60 days before event (____/____/____)
(Separate check required)

Please make checks payable to **Stillwater Spring Farm LLC** and mail to:

**Stillwater Spring Farm
4040 Mills Road
Sharpsburg, MD 21782.**

We also accept credit card payments. If you chose to use a credit card, a 3% processing / surcharge fee will be included in addition to the amount being paid.

CANCELLATION POLICY: Refunds, Rescheduling and Cancellations. It is important to understand that the Host reserves the date and facilities required for each Client, and consequently turns away others who subsequently request that date. Often, when an Event is cancelled or rescheduled, the Host is unable to engage another customer. Our cancellation policy has been developed with those considerations in mind. The initial Reservation Fee Payment holds your date and is non-refundable. Written notification must be provided by letter or e-mail for the cancellation or rescheduling of any event. Any amount received above the Non-refundable Reservation Fee, will be paid back to the Client within thirty (30) days of notice of cancellation.

COVID OR OTHER PUBLIC HEALTH CRISES: In the event that your wedding date is impacted by a public health crisis that results in either, 1) Government action or inaction including legally mandated restrictions on gatherings that would preclude or make impossible hosting the event, or 2) Client's preference to reschedule the event to protect the health of you and your guests, Hosts will reschedule your event within the 18 months following your wedding date for no additional charge. Hosts will work with Client(s) to find an alternate date. If no date can be found that is acceptable to both parties during that time period, Refer to Rescheduling Policy below for additional details.

RESCHEDULING POLICY: Hosts will make every effort to reschedule your event to a date suitable to Client. Written notification (letter or e-mail) must be provided to reschedule an event. A new contract will be completed for the revised date. Exceptions: If cancellation is caused by military or U.S. Government Foreign Service orders, or by death, illness or injury of an immediate family member of the Client (parent, child or sibling) the cancellation policy may be adjusted by the Host.

FACILITY COORDINATION: We provide you with assistance and advice to help your day flow smoothly. We will answer any questions you may have about the facility, vendors, rehearsal, ceremony, reception or decorations. Agreed upon ceremony seating and event tables, parking signs and tiki torches will be set up by host prior to event. Additional fees will be required for assistance with parking and ceremony for over 50 guests (See Schedule A).

CLEAN-UP RESPONSIBILITIES: The Farm should be left as you found it. All articles brought by Client, caterers, contractors, vendors, florists, etc. must be removed from Stillwater's property immediately after the event unless other arrangements are made with the Hosts. Stillwater assumes no responsibility for items lost or left behind. The caterer must be present throughout the function and assume full responsibility for set-up and clean-up requirements. If not, this responsibility falls on the Client. All trash and debris must be picked up and removed from the property at the end of the night. If the Client chooses to pay the trash removal fee, all garbage must be bagged and placed in designated area immediately after the event. Client is also responsible for removing / placing rentals, linens, bar equipment and coolers in designated areas for pick-up. Pick-up day and time must be schedule with Host prior to event.

CATERING & VENDORS: Caterers are required to be licensed (work out of a health department licensed kitchen) and insured. Caterer / Client is responsible for table set-up, break down and clean up. All catering

equipment must be removed, and clean-up completed before the caterer departs. The caterer or a supervisor from the catering service must be present throughout the function and assume full responsibility for set-up and clean-up requirements. Any wedding rentals (tent, glasses and dishes etc.) must be organized and left in designated areas at the end of the event. Wedding / Event deliveries must be scheduled with the Hosts for drop-off and pickup of rental equipment prior to event. These rules apply equally to florists, photographers, musicians or other suppliers of goods or services to the function. If not, this responsibility falls on the Client. Each vendor is required to add Stillwater Spring Farm LLC as a named insured on their copy of certificate of insurance. This certificate is the responsibility of the client and must be provided to the host within 30 days prior to the event.

Initial: _____ / _____

RESPONSIBLE ALCOHOL USE: We expect all clients and guests to be safe, responsible and courteous in their alcohol use and consumption. Only the Client (using a licensed bartender) or a licensed caterer can bring in alcohol thus they assume full responsibility and liability for its use and consumption. Under no circumstances is Stillwater, or any employee, responsible in any way for the sobriety or lack thereof, of any individual attending or present at the Event. Stillwater reserves the right to close bar service or take other appropriate action in the event of inappropriate alcohol use which includes, but is not limited to, guests bringing in their own alcohol, tailgating, underage drinking, visibly intoxicated or unruly guests, or destructive behavior. Licensed bartenders are required to serve alcohol (no self-serve bars) and must have current alcohol service training from ServSafe Alcohol, TAM, RAMP, TIPS, ABC or other appropriate certification along with proof of professional liability insurance. Either licensed caterer or Client must provide / obtain liquor liability coverage. It is the responsibility of the Client to make sure Stillwater Spring Farm LLC is a named insured on all certificates of insurance and must be provided to the host within 30 days prior of the event.

Initial: _____ / _____

MUSIC & DANCING: If music is desired, please use bands, DJ or recorded music with reasonably amplified music. If sound levels are too loud (over 95 decibels), the host manager will ask for moderation. Music must be off no later than 10:00 PM on Fridays and Saturdays, 8:00 PM on Sundays. The Client or music vendor must provide their own sound equipment.

PARKING: All vehicles must park in designated areas (signs provided) or as instructed by Stillwater staff. Any event with 50 or more attendees will be required to pay additional fee (See Schedule A). Vehicle capacity will depend on the season. Overflow parking will require shuttle service and be paid for by Client. No vehicles are permitted to park on or along Mills Road.

FURNITURE, DECORATIONS & FLOWER ARRANGEMENTS: Flower arrangements should be in vases or leak proof pots. No floral additions shall be made to the exterior trees, plantings, or flower beds. Floral arrangements may not be disposed of in the sinks, toilets, bathtubs, or grounds. All decorations (i.e., balloons, signs, garland, etc.) are the responsibility of the Client, and must be removed entirely from the contracted facilities by the end of the event. Hanging lights or other decorations require prior approval from facility

management. Decorations must not damage walls or trees etc., must be safe for guests, must not create a fire hazard and must be put up and taken down in the allotted time.

- A. All decor packages and lighting proposals must be approved by Operator in advance of the Event Date.
- B. No decorations, sets, signs, plaques, scenery, notices, posters, banners, or flags shall be used or posted inside or outside of Premises without the prior consent of the Operator. Nothing can be nailed or glued in any way to any surface of the Premises.
- C. Operator reserves the right to remove any decor/signage that was not approved.
- D. Client(s) hereby releases Operator from all responsibility and liability by reason of any damage to or destruction or theft of any decorations, sets, scenery, plaques, lighting, musical instruments or any other property brought on the Premises with or without Operator's consent, at any time before, during, between or after the Function.

RICE, CONFETTI, BIRDSEED, SPARKLERS & FIREWORKS: Confetti, glitter, rice, bird seed, and fog or smoke machines are prohibited. Bubbles may only be used outdoors. All flower petals used during the event must be cleaned up. No loose materials, or those that may become loose (hay, straw, mulch, etc.) may be used inside the events barn. Any outdoor use of the same may not be used without host's prior permission. Absolutely NO open fires inside of the buildings. Open fires are only allowed in designated fire pits and managed by Stillwater staff. Sparklers require prior approval from facility management, may only be used in designated areas, and must have established ways to light and extinguish them. Fireworks (anything that explodes, rises into the air, moves across the ground or shoots projectiles into the air) are illegal in Washington County and can only be used by a licensed and insured professional in the state of Maryland. Aerial Luminaries (Chinese Sky Lanterns) are prohibited by the Maryland State Fire Marshal.

DRONES: Unmanned Aircraft Systems (drones) are only permitted with written consent from the venue owners. Anyone who owns a drone weighing more than 0.55 lbs. but less than 55 lbs. must be registered before flying the aircraft outdoors for hobby or recreation and become remote pilot certified with the FAA. We consider any drone flown on property is for work or business purposes, so we do require the pilot to be certified and have liability insurance. Please keep in mind we have multiple buildings and tents, along with you and your guests, which can create hazardous situations for flying. Drones can be loud, unpredictable and dangerous so anyone interested in using a drone including our photographer or videographer must get permission.

SMOKING & USE OF CANDLES: Smoking, including e-cigarettes and related electronic substitutes (vaping), is NOT permitted inside any buildings or tents at Stillwater. Smoking is allowed outdoors, and we ask smokers to please extinguish cigarettes in the outside receptacles provided. Any candles or additional lighting provided by the client must be approved by the facility management. Candles are permitted if they are contained in a hurricane or glass enclosure. All candles or lighting used must have full and proper protection against fire and wax drippings.

GROUND RULES & REGULATIONS: All signs, decorations or lighting to the farmhouse, barn, structures, grounds, trees etc. must be approved by Host. Decorations must not damage walls or trees etc., must be safe for guests, must not create a fire hazard and must be put up and taken down in the allotted time. Spraying with any type of insecticide or tiki torch (oil lamp) use is strictly prohibited without written approval from facility management. Operator is not responsible for any personal items of Client(s) or Client(s)'s agents, guests, invitees, patrons or any other persons related to Client(s)'s Function.

RENTAL OF PREMISES: Operator hereby rents to Client(s) the Event Barn and / or Pavilion ("Event Space") located at 4040 Mills Road, Sharpsburg, Maryland ("premises") on the date specified below. The Event Space shall be used by Client(s) for no purpose other than the Function specified above. In consideration of the rental of the Premises by Operator to Client(s), Client(s) agrees to pay Operator all amounts due according to the above Payment Schedule and any additional amounts specified in this Agreement and its accompanying schedules (including schedules finalized after this Agreement is executed). See Schedule Attachment(s).

SECURITY DEPOSIT, RENTAL FEES AND OTHER PAYMENTS: The Event Space will not be confirmed for Client's Function until Operator receives a signed original of this Agreement and 100% of Rental Fee, Sales tax, and Security Deposit from Client(s). Failure to provide the Balance of Rental Fee, Sales tax and Security Deposit at due date will result in cancellation of the event. Client(s) agrees that the Rental Fees and all other payments made by Client(s) to Operator under this Agreement are non-refundable (except for the Security Deposit) unless Operator fails to provide use of the Premises for Client(s)'s Function. All payments due under this Agreement must be paid by Client(s) to Operator in full prior to the Event Date for the Function to take place.

USE OF SECURITY DEPOSIT: The Security Deposit will be used to pay for any unscheduled expenses such as property damage, special cleaning charges, trash removal not previously approved or damage / loss to anything included with the rental fee (See Schedule A). Operator agrees to return any unused portion of the Security Deposit with a final statement to Client within thirty (30) days after the Function. Client agrees to pay Operator for additional charges over and above the Security Deposit within ten (10) days after receipt of a final statement from Operator.

NON-PAYMENT BY CLIENT(S): Operator may cancel this Agreement and retain all payments received from Client(s) for the Function except the Security Deposit if Client(s) fails to remit payment to Operator by the scheduled due date for rental fees, fees for optional services, or for any other service fees and charges that become due and payable to Operator under this Agreement.

CLIENT'S POSTPONEMENT OR TERMINATION OF FUNCTION: Failure of the Client(s) to present at the Event for any reason whatsoever; (a) shall not relieve Client(s) of its obligation to pay rental fees and any

other charges that become payable under this Agreement, and (b) shall not discharge Client(s) from all other duties and obligations Client(s) has under this Agreement.

OPERATOR'S FAILURE TO PROVIDE USE OF PREMISES: Operator shall have no liability for its failure to provide use of the Premises for any cause beyond its reasonable control; including breakdown, accident, or due to orders by any public authority. In the event of such failure, Operator agrees to fully refund all payments made under this agreement.

SERVICES NOT INCLUDED: For Client's Function under this Agreement, Client must contract separately with vendors to obtain tents, stages, decorations, specialized lighting, specialized audio-visual equipment and services, photography, floral displays, musical entertainment services and related equipment and any other indoor or outdoor equipment. Set up and take down for all of these items must be coordinated through the Operator.

CLIENT'S EVENT PLANNERS AND OFFICIALS: It is the Client's sole responsibility to ensure that any guest, family, contractor or planner used for Client's event follows the terms and conditions of this Agreement. Operator's employees and event staff are not responsible for coordinating or directing any rehearsal, ceremony, or reception related to Client's event unless otherwise agreed upon under Schedule A.

REHEARSALS: All rehearsals for Client's event must be scheduled and coordinated in advance with Operator so as not to interfere with other events and activities on the Premises. Food and beverages are not permitted in the Event Space during rehearsals. Operator does not provide a mockup of ceremony chairs for rehearsal.

PREMISES AND CONDITION OF PREMISES:

A. Client(s) hereby assumes full responsibility for the acts and conduct of all of its contracted vendors working on the Premises, including all event spaces and any portion of the property at 4040 Mills Road, Sharpsburg, Maryland, and also of all persons admitted to the Premises by Client(s) or its agents, including all guests and patrons.

B. Operator may interrupt or terminate the Function if Client(s) or its agents fail to cooperate with Operator to prevent acts or threatening situations during the Function that in Operator's sole judgment may result in substantial damage to the Premises.

C. In the event any portion of the Premises shall be damaged by the act or omission of or negligence of Client(s) or by Client(s)'s agent, vendor, employee, customer, guest, invitee, patron or any other persons admitted to the Premises by the Client(s) or its agents, the Client(s) agrees to pay Operator upon demand such sum as shall be necessary to restore the Premises to the condition that existed prior to Client(s)'s Function together with any lost rental and service fees that Operator refunds to (or is unable to collect from) other Client(s)'s for rentals of Premises which could not be held due to said damages to and resulting repairs to the Premises. Operator agrees to use good faith efforts to effect repairs for damages resulting from

Client(s)'s Function in a timely manner to minimize damages accruing to Client(s) from Operator's lost rental and service fees

D. Client shall not alter, improve, repair or change any portion of the Premises without the prior written consent of the Operator.

BILLING FOR SPECIAL CLEANING SERVICES: Client agrees to pay Operator as rent hereunder reimbursement to Operator for Operator's outlays for cleaning services and materials over and above Operator's normal cleaning routines for Premises but deemed necessary in Operator's sole judgment to restore the Premises to the condition prior to Client(s)'s Function. These special cleaning services by Operator may be necessary (a) because of the effect of items such as candle wax, glitter, and balloons used as a part of Client(s)'s Function, (b) because of the use of items during Client(s)'s Function that are expressly prohibited under this Agreement, and (c) due to excessive spillages or the grossly negligent discarding of materials on the Premises in connection with Client's Function

COMPLIANCE WITH LAWS AND REGULATIONS: Every person connected with Client's Function or Event under this Agreement (Including Clients and their agents, guests, patrons and vendors working for the Clients) shall abide by, conform to, and comply with all State of Maryland and Washington County laws and ordinances, all regulations of any public authority, as well as the rules and regulations of Operator for the management of the Premises.

INDEMNITY: Clients hereby waive, release and agrees to Indemnify and hold harmless the Operator, and their directors, heirs, officers, agents and employees from any and all liability, or claims of liability, for damage to or loss of property or for bodily injury (Including death) of Client(s) or any other person connected with Client's event under this Agreement (including any person admitted to the Premises by Client or by Clients' agents, family members or guests) except liability for bodily or personal injury caused by the sole negligent or wrongful act of the Operator.

NO WAIVER AND SEVERABILITY: The Failure of Hosts to insist upon strict compliance with any of the terms, covenants and conditions hereof to be performed by Client(s) shall not be deemed a waiver of any rights or remedies which Operator may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants and conditions to be performed by Clients. If any provision of this Agreement shall for any reason be held Invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof but this Agreement shall be construed as is such invalid or unenforceable provision had never been contained herein.

EVENT INSURANCE: Client may be required to obtain Event Insurance / Event Insurance with alcohol (General Liability Policy) for the day of the event with Stillwater Spring Farm LLC as a named insured. This is based on pre-existing insurance coverage provided by caterer or bartender chosen for event.

Initial: _____ / _____

DEFAULT: Client agrees to reimburse Operator for any and all legal fees incurred by Operator in enforcing this Agreement or collecting any monies due pursuant to this Agreement, including court costs.

ENTIRE CONTRACT: This Agreement, which Includes the accompanying schedules as referenced herein, constitutes the final, complete and exclusive written expression of the Intentions of Operator and Client(s) and shall, supersede all previous communications by any party or between the parties. No modification of any of the terms and conditions of this Agreement shall be effective unless contained in writing and signed by both Operator and Client(s). This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

In witness whereof the parties have duly executed this Agreement this Day of
____/____/____ (Contract Date)

EVENT DETAILS/SIGNATURES:

Event must end by 10:00 pm on Friday and Saturday or 8:00 pm on Sunday.

NAMES OF RENTER(S) / CLIENT(S):

Signature: _____

Print Name: _____

Address: _____

Phone: _____

Operator:

Stillwater Spring Farm LLC, 4040 Mills Rd, Sharpsburg MD 21782

Signature: _____

Print Name: _____

Schedule A

Included for your use with Rental Fee:

Use of Event Barn (walk-in cooler, two restrooms, catering room)

Use of Outdoor Pavilion

(60) Folding chairs

(8) Sixty-inch (60") round tables

(2) Seventy-two inch (72") rectangular tables

(1) Cake Table

Tiki torches (placed at Client discretion)

Additional staff member required for 50+ attendees to assist with parking and ceremony:

a) 51-100 guests require one (1) additional staff member _____ \$100

b) 100+ guests require (2) additional staff members _____ \$200

Optional Services/Additional Equipment:

_____ Trash Disposal Fee \$150

_____ Wedding Coordinator \$500

Assist with executing wedding vision / Oversee and organize all vendors / Onsite set-up and décor assistance

Schedule A total: \$ _____