

EVENT DATE _____

Event Managers

wofmevents@gmail.com

Lyndsay Jenkins

304-270-0204

Chris Landes

540-336-8731



West Oaks Farm Market

4305 Middle Road

Winchester, VA 22602

wofmarket@gmail.com

(540) 539-8175

www.westoaksfarm-market.com

Name of Applicant/Organization: _____

Mailing Address: _____

Phone: _____ Cell: _____ E-Mail: _____

Date Desired: _____ Hour(s) _____ to _____ Event: _____

Estimated Number Attending: _____ Will Alcohol be Served? Yes: _____ No: _____

Alternate Emergency Contact Person (name & number): _____

EVENT FACILITY USE AGREEMENT

PARTIES

This is an agreement between West Oaks Farm Market (WOFM) and an individual, couple, or entity (Applicant) who desire to utilize WOFM event space and/or services. This agreement gives no rights nor delegates any responsibilities to anyone other than the named parties. In consideration for use of the WOFM event space Applicant agrees to pay a fee schedule as set forth in this agreement.

SETTING THE DATE

The Event date and time shall be cleared with West Oaks Farm Market & Event Center prior to any announcements made and scheduling the use of the event center. In addition, the *Event Information Sheet* and a NON-REFUNDABLE 25% deposit must be received by West Oaks Farm Market/Event Center before the facilities are reserved. Evening events must be scheduled to end no later than 11:00 p.m. to allow for clean-up and preparation for use of the event center the next day. Time extensions will be added onto the end of your event if you are not out of the room within 60 minutes of your event's scheduled end time (11:00 p.m.). Time extensions will be billed **at a rate of \$300 per hour**. (Ex. 15 minutes = \$75) Time extension fees will be deducted from your damage deposit. If you exceed the amount of your damage deposit, you will be invoiced following the event for the additional time extension fees.

CANCELLATION POLICY

Any cancellation of a scheduled event by Applicant will result in a forfeiture of **all** monies paid. Should Applicant desire that a scheduled event be moved to a different date, at the sole discretion of WOFM a different available date may be provided. When a scheduled event is canceled and accompanied by a request to schedule a different available date WOFM reserves the right to retain the deposit or any portion of the deposit and require an additional deposit to be paid before reserving the new date. Should WOFM cancel an event date for any reason they may at their sole discretion provide a refund of the event deposit fee.

SERVICES INCLUDED

Our services include the setup and breakdown (tables, chairs, linens) of the venue based on a floor plan provided by the applicant created with the assistance of our event manager.

Our Market will be open for business during normal business hours. We will close our picnic shelter to the public during private events.

FLOWERS AND DECORATIONS

Flowers for an Event should be in place at least an hour before the Event time. There will be no fake flower petals put on the ground or used outside during the event of any kind. If the florist needs to come to the event center other than normal business hours, arrangements for entry must be made in advance through the West Oaks Farm Market/Event Center office. Flowers and decorations must be removed from the event center after the event has concluded. Decorations should be placed so as not to impede the movements of the guests. Only non-drip candles in glass votives will be used in the event center. Should the furniture, accessories, or flooring become soiled or damaged by candle-wax or other causes, it will be the responsibility of the renter for cleaning/repair. Tape, glue, tacks, or nails are not to be used in the event center. No furnishings except the tables and chairs are to be moved without the direct permission of the event center. Prior to leaving, please be sure all trash is picked up and placed in trash cans, food is removed from the catering kitchen (if applicable) food left will be disposed of within 24 hours.

CLEANUP

All trash must be removed from facilities and deposited in dumpster in front of building. Failure to remove trash and/or decorations as agreed upon may at the sole discretion of WOFM result in applicant's forfeiture of damage deposit monies.

MUSIC

All musicians and/or equipment arrangements must be made by the Event party.

GENERAL INFORMATION

In Event invitations, news releases, and the Event program, the full name of the Event center should be used: West Oaks Farm Market & Event Center. Rice and/or birdseed may be thrown on the grounds, not in the building. Smoking is permitted in designated areas only. **Our Market will be open for business during normal business hours. We will close our picnic shelter to the public during private events.** No additional charge is required for day of event set up time (30 minutes provided). Event Hall must be cleared of decorations, food, and personal items immediately following your event. Personal items found will be kept for 7 days and then disposed of. If further information or assistance is needed, please call the office.

FACILITY DEPOSIT

A damage deposit fee of \$150 will be collected prior to scheduling the event. Your deposit fee will be returned within 30 days after the conclusion of your event providing no damages or forfeiture has occurred. Should damage occur to the facility you may be charged additional funds as necessary to repair the damage. The undersigned applicant agrees to the following guidelines: The applicant agrees to exercise the utmost care in the use of the facility and holds West Oaks Farm Market/Event Center and their successors in interest harmless from all damages, liabilities, injuries or losses to persons or property resulting from use of the facilities.

NOTICE

Correspondence about your event must be directed to the provided West Oak Farm Market event coordinator email. Information regarding changes or cancellations to your event must be provided via email to the WOFM event coordinator. If WOFM makes changes that may affect your event notice shall be given via the email provided by applicant on this form. Notice of changes from WOFM take effect upon being sent via email.

SEVERABILITY

Any part, provision, representation, or warranty of this Agreement, which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof.

FORCE MAJEURE

Neither party will be liable beyond the amount paid as an initial deposit for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. WOFM may at their sole discretion choose to refund the initial deposit if performance on the scheduled date is impossible or unviable due to any cause enumerated herein. Force Majeure shall not include (a) financial distress (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Our Market will be open for business during normal business hours. We will close our picnic shelter to the public during private events.

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_____**LIQUOR LIABILITY**

Should Applicant desire alcohol be served at their event, no individual may serve alcohol other than the individual(s) established and provided by WOFM. Applicant agrees to indemnify, defend, and hold harmless WOFM in the event of any liquor liability claim. WOFM reserves the right to demand age verification and at their sole discretion to refuse to serve anyone for any reason.

_____**CHOICE OF LAW**

All issues, questions, and litigation concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia and shall be litigated in Frederick County, Virginia.

_____**CHANGES IN WRITING**

This agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

_____**INTEGRATION**

This agreement contains the entire agreement between the parties and supersedes and invalidates any prior agreement between the parties.

_____**WAIVER OF DAMAGES**

Notwithstanding anything to the contrary contained in this agreement, Applicant agrees to waive claims for exemplary, punitive, special, indirect, consequential, remote, or speculative damages, whether based in contract tort, strict liability, or otherwise because of Applicant's use, planned use, or disuse of WOFM event venue.

_____**SERVICE CHARGES AND FEES**

In addition to quoted food and beverage menu prices, there is a taxable 20% service fee on all food and beverages served, plus 5.3% VA state sales tax and 4% Frederick County food and beverage tax (Total 9.3%). Prices are subject to change without notice. **A \$35 fee will be charged for checks returned for Non-Sufficient Funds. Any damages to the property will be the sole responsibility of the applicant.**

_____**NON-REFUNDABLE PAYMENTS**

Each payment made in correspondence to the WOFM payment schedule will be non-refundable, except for the damage deposit. See "Facility Deposit" clause.

_____**GUEST COUNT GUARANTEES**

Confirmation of final guest count is due a minimum of ten (10) days prior to the event. This number will be considered a guarantee and is not subject to reduction. Your final bill will be charged for your actual attendance or the guaranteed guest count, whichever is greater.

EVENT DATE _____

**West Oaks Farm Market & Event Center
Price Sheet**

All Fees are Subject to Change based on Special Needs

**The below rates include – Tables and Chairs, Set Up & Clean Up Time, Plus our Cleaning Fees*

LARGE EVENT ROOM

Friday, Saturday, or Sunday - \$1600 per event

FEES

Total Price _____

Monday – Thursday - \$750 per event

Total Price _____

PICNIC PAVILION 32' x 84'

\$125/hour – (2 Hour Minimum)

Hours _____ Total Price _____

MULTIPURPOSE ROOM

\$200/hour – (2 Hour Minimum)

Hours _____ Total Price _____

DAMAGE DEPOSIT FEE

+ \$150

*Returned within 30 days of event after Event Center is cleared by Building Supervisor

ADD-ON OPTIONS

LINENS - \$15/TABLE

Tables _____ Total Price _____

BARTENDER - \$50/Hour (Under 100 guests)

Hours _____ Total Price _____

\$75/Hour (100+ Guests)

Hours _____ Total Price _____

EVENT RENTAL COSTS _____

5.3% SALES TAX _____

TOTAL COST _____

25% DEPOSIT _____

REMAINING COST _____

*Remaining Cost Due Date (2 weeks prior to event) _____

***Catering and Alcohol Packages Priced Separately**

Applicant Signature x _____ Date _____

WOFM Event Member x _____ Date _____

The refundable deposit will not be reimbursed if further cleaning is required or damaged or missing items are discovered following the event. This will be determined at the discretion of the Building Supervisor. Fees for all other services such as: DJs, florists, photographers, and caterers shall be negotiated separately between the parties involved. Permission from the facility manager must be granted to all service providers to operate on our property.

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