

VENUE RENTAL AGREEMENT

This Rental Agreement – made and entered into as of the date last set forth below, by and between Tin Roof Events, LLC, an Ohio limited liability company and “ ” [hereinafter, “Renter”].

Whereas, Renter desires to rent the barn and adjacent land located at 8911 Houston Road, Sidney, Ohio, Ohio [the “Facility”] from Tin Roof Events, LLC on the terms and conditions set forth herein and Tin Roof Events is willing to rent the Facility on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

1. Date of Event; Rental Rate; Deposit and Payment Terms; Cancellation Policies

Renter is renting the Facility for purposes of a wedding on _____ from the hours of 11:00_a.m. to 11:00p.m. [hereinafter, the “Event”]. Renters shall pay the amount of \$5000.00 and 00/100 Dollars (\$5000.00) for renting the Facility for the Event [the “Fee Amount”]. Upon execution of the Agreement and payment of the required deposit, the Facility shall be reserved for Renter on the Date and Time set forth above.

Rate is for 12 hours of time to include, renter/vendor set up and break down.

a. Method of Payment. Cash, personal check, money orders or credit cards are accepted. Credit card charges will be accessed an additional 4% surcharge.

b. Payment of Deposit. The “Fee Amount” deposit representing 50% of the rental fee is due on or ASAP to Hold date [the “Deposit”].

c. Cleaning Deposit. A refundable \$500 damage/cleaning deposit is also required. This deposit must be received with the final payment thirty (30) days prior to the event. After review by Tin Roof Events, LLC, (including an inspection the day after the Event for additional damage) the \$500.00 security/damage deposit will only be refunded if the rental checkout list has been satisfied, there are no damages to the building and its grounds, and if Renter has used the facility for the time stated in the contract. Damages, cleaning/and/or additional time costs will be withheld from the security deposit. If damage to the Facility exceeds the amount of the security/damage deposit, Renter agrees to pay for, or replace, any object or property of Tin Roof Event, LLC that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon receipt of notification from Tin Roof Events, LLC.

d. Final Payment – It is understood that the renters shall pay the full rental amount thirty (30) days prior to the scheduled event date. Thirty (30) days prior to the event, all deposits and monies collected except for cleaning, are non-refundable, except as expressly set forth herein. Final payment is due on _____.

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e. Cancellations by Renter – Should you choose to cancel your event, all monies paid (including but not necessarily limited to the Deposit and the Fee Amount) are non-refundable. However, the Cleaning deposit will be refunded within two weeks of cancellation.

f. Cancellation by Tin Roof Events, LLC due to Unforeseen Circumstances. Tin Roof Events, LLC is not held liable for events not being held due to uncontrollable circumstances including but not necessarily limited to emergencies, catastrophies, or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, Tin Roof Events, LLC will allow for the event to be rescheduled, pending availability, with no penalty.

2. Alcohol Consumption

A. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Renter agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability of Renter shall extend to any aspect regarding the consumption of alcohol.

B. If alcohol is **SERVED** by a vendor, caterer or other third party at an event, we must receive proof in advance that such person or entity contracted by you has a valid Service Permit from the Ohio Liquor Control Commission (“OLCC”). **Only the OLCC licensed server(s) can pour the alcohol.**

C. If alcohol is **SOLD** by Renter (and not a third party), Renter must obtain, and show proof of, a temporary liquor license thirty (30) days prior to event date. (Or: The Renter is prohibited from selling alcohol at this event. You may either provide alcohol at no charge (so long as you follow all rules set forth herein) or have a licensed third party sell or provide alcohol at the event.).

3. General Rules

A. **Set up and breakdown times must fall within the total rental time period. It is the responsibility of the Renter to move equipment within the facility or on the grounds during event. (You may have 2 hrs Sunday AM prior to noon)**

B. **All activities including your rental check-out list must end by 11:00 p.m. It is recommended that at least two hours be allowed for event breakdown.**

C. **Smoking is prohibited in the facility and within 10 feet of all entrances, exits, windows and air take vents.**

D. No rice, confetti, birdseed or glitter is allowed inside or outside the facility.

E. No pets are allowed within the building except for service animals. City code requires animals outside on the grounds to be leashed.

F. Candles must be in holders that prevent wax from dripping on surfaces. (Or: Candles must be stationary and enclosed in non-flammable containers such as votives or glass vases. Battery operated tea lights are recommended.)

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- G. Music cannot be audible beyond the Tin Roof Events, LLC grounds. Dance Music (90dba) must cease at 10:00 p.m. Light background Music (70 DbA or less) is permitted outside until 9:00 pm.
- H. Children must always be supervised.
- I. Dance floors on the grass are not allowed.
- J. If barbecuing, a mat or some sort of protection is required on the concrete.
- K. If tents are used, no stakes are allowed. If heaters are used, they must be placed on concrete or on plywood to protect the grass.
- L. On-site Tin Roof Events, LLC staff monitors event activities and has the authority to enforce contract rules. Tin Roof Events, LLC staff can terminate rental if renter does not honor contract or local law.
- M. The capacity of the building is 300 persons maximum. Please remember that you may not exceed 300 persons, including any catering staff and other vendors.
- N. Renters are ultimately responsible for set up, take down, replacing all tables to storage area and final cleanup of the Barn at the end of the rental period.
- O. Catering Companies are not allowed to cook on the lawn area. All Catering companies must be self contained with hot boxes or have the ability to prepare and cook meals within self contained kitchen/trailers. Kitchen trailers/vendors are allowed to park in the designated parking lot only. The use of propane heaters inside the building or outside on the deck and on the lawn is prohibited.
- P. Fire extinguishers are placed by the main door, upstairs and back door. All vendors are required to have knowledge of use.
- Q. **Fireplace** -The main fireplace is to be used for ambiance only. It is not intended to provide heat. Tin Roof Events, LLC will determine at any time if the fire is too big and reserves the right to extinguish the fire. Renters or Guests may not build/add firewood/paper at any time. The Tin Roof Events, LLC staff will provide this service. All firewood/starter logs will be provided by the renter and not by Tin Roof Events, LLC.
- R. **Rehearsals**— Wedding rehearsals may be scheduled prior to the event for one (1) hour and is based on availability. Minister, pastor and/or wedding planner must be present.
- S. **Decorations** – All Decorations must be approved by the Tin Roof Events, LLC staff. No tape, nails or staples can be used on building surfaces. Wire, Floral wire, non-stick tape are allowed. Hanging from cup hooks is mandatory. No tape of any kind is allowed on the wood floors.
- T. **Parking**—All vehicles must be parked on designated areas and must be removed by 10 AM the day following the Event, or any remaining vehicles will be towed at the owner's expense.

It is understood and agreed that should your group fail to adhere to all rules, policies and conform to the proper use of the Facility, Tin Roof Events, LLC may, at its discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.

4. Indemnification and Hold Harmless Agreement

The Renter agrees to indemnify and hold Tin Roof Events, LLC, its officers, owners and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about the Facility, or to the property itself resulting from any act done, or omission by or through the Renter, its/their agents, contractors, employees, invitees, or any person on the premises of the Facility by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by Tin Roof Events, LLC in defending any such claim or action brought against the owner and representatives.

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5. Liability Insurance

Renter shall obtain general liability insurance, including Host Liquor Liability, covering the day of the event in the minimum amount of one million dollars in a form and amount satisfactory to Tin Roof Events, LLC. A certificate of insurance and a policy endorsement naming Tin Roof Events, LLC as an additional insured on the policy shall be provided to Tin Roof Events, LLC at last three business days before the day of the event. Event day insurance may be available through a renter's insurance broker or agent.

All vendors working at Tin Roof Events, LLC shall carry and maintain in full force and effect while working at Tin Roof Events, LLC workers compensation insurance, general liability insurance and policy endorsement naming Tin Roof Events, LLC as an additional insured showing the required insurance is in place.

6. Miscellaneous

This Agreement contains the entire agreement of the parties except as expressly noted elsewhere in this agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

This Agreement shall be governed by the laws of the State of Ohio.

I/We have read and understood this agreement and the policies it contains. I understand that all deposits are non-refundable. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by Tin Roof Events, LLC, in its sole discretion, and/or all deposits would be retained by Tin Roof Events, LLC. I understand and agree that, in addition, I/we

Renters Initials: _____

will be responsible and liable to Tin Roof Events, LLC for any costs exceeding the amount of the retained deposit.

Renter(s)

Date

Tin Roof Events, LLC Signature

By, _____, Its: _____

Date

Renters Initials: _____