

The Beersheba Barn of Beersheba Springs, TN

Rental Agreement

This is an agreement between "Renter", who wishes to rent the venue known as "The Beersheba Barn" (also known as "The Big Red Barn") located at 208 Hunter's Mill Road in Beersheba Springs, TN and Adams Family Enterprises LLLP (AFE), d/b/a "The Beersheba Barn" and d/b/a "The Big Red Barn".

Please read carefully, and indicate your agreement with each section by initialing.

_____ **Contact.** Renter must designate a person, and an optional backup, who shall serve as Renter's event contact, site inspector and event manager; this contact person will liaison with our staff coordinator during the entire event process.

_____ **Coordination.** Renter is responsible for arranging and coordinating all food, beverages and additional rental items such as chairs, tables and event needs. Renter is to provide contact information for all off-site vendors and event coordinators to The Beersheba Barn event coordinator 30 days prior to event. A named representative from Renter must be present and responsible for signing off on any delivery and rental setup for event.

_____ **No alcohol.** Alcohol is strictly prohibited unless an exception is granted in writing, and additional fees paid, 60 days prior to the event. The Beersheba Barn reserves the right to end any event at any time if deemed unruly, inappropriate, hazardous, or in violation of venue rules. Renter is responsible for any additional cost or damage incurred.

_____ **Setup, Takedown.** Renter is responsible for all set-up, clean-up, breakdown, and disposal of all decorations, food, drinks, and trash. All trash removal from the premises is Renter's responsibility and must be done directly after conclusion of event. The venue is not responsible for any lost, broken or damaged items client has obtained through rental companies, caterers, vendors or personal items the client themselves and or the client's guests brought onto the premises. Renter is fully responsible for items brought onto the premises and/or items provided by venue for use during event.

_____ **Cleanup Requirements.** Renter understands that it is Renter's responsibility, and at Renter's sole expense, to ensure that the venue is put back into the condition prior to rental. Renter agrees to meet the requirements listed in "Cleanup Requirements" within 48 hours after use of the venue; the "Cleanup Requirements" are provided as Appendix A and is hereby made a part of this agreement. Unless Renter makes other arrangements, The Beersheba Barn will begin cleaning and servicing the venue on the day following the event; **any and all expenses will be deducted from Renter's Deposit** as further described below.

_____ **Rental Items.** Rental items such as tables, chairs and tents can remain on-site and ready for pickup 24-36 hours after event. Renter is responsible for care and protection of all rental items from weather damage. Please don't leave chairs, tables, table linens or decorative items out that can be damaged. Securing all rental and personal items is the Renter's responsibility. Dirty dishes, glassware and utensils must be secured from damage to and from wildlife and local animals.

_____ **Event Conclusion.** Event must be concluded by 11:00 PM; all guests need to have vacated the venue and parking areas by 11:15 PM. The venue site must be cleared of all people no later than 12 midnight. If client fails to comply with these deadlines, the client will be held responsible for any additional rental fee for venue.

_____ **Music & Entertainment.** All music and/or entertainment must be performed in a manner that is respectful of our residential neighbors. The volume must not reach 80 decibels at a distance of 50 feet. We reserve the right to ask the music or entertainment to be turned down and or suspended at any time

during the event. All music and or entertainment must be over by 11 pm, and we ask that volume levels be lowered after 10 PM.

_____ **No Smoking.** Smoking is strictly prohibited inside the barn. All cigarette butts are to be placed in the designated smoking receptacles.

_____ **Confetti.** Only real flower petals and/or bubbles may be “thrown” for wedding ceremonies or similar. Other items (such as confetti, birdseed, and rice) are NOT allowed; this is strictly enforced as it affects the health and safety of the local wildlife and the venue.

_____ **No Flames.** No open flames are permitted inside the barn. This includes, but is not limited to, candles, fireworks, and sparklers.

_____ **Right to Record.** The Beersheba Barn and AFE reserve the right for promotion and protection purposes to photograph or video tape event before, during and after. All clients, guests or anyone on the property are subject to being photographed and/or recorded.

_____ **Decorations.** All decorations must be approved by the venue manager prior to event. No stakes, nails or staples are allowed unless you have prior written permission from venue. Please **do not remove** any of the venue’s fixtures, furniture, or equipment without permission. Use of any farm decor, furniture, or equipment must be approved by venue.

_____ **Inclement Weather.** If there is a threat of inclement weather, the Renter may choose to rent a tent for cover. The venue must be notified if Renter wishes to use a tent from an event rental company.

_____ **Dangerous Conditions.** The Beersheba Barn and AFE reserve the right to cancel or postpone any event if any condition, including but not limited to weather, is deemed too dangerous to continue. The Beersheba Barn reserves the right to end any event at any time if deemed unruly, inappropriate, hazardous, or in violation of venue rules. Renter is responsible for any additional cost or damage incurred.

_____ **Release.** Renter understands that execution of the “Release and Right to Enter Premises and Hold Harmless Agreement”, attached as Appendix B and hereby made a part of this agreement, is required for use of the venue.

_____ **Rental Fee and Payment Schedule.** This agreement is to be submitted with one-third of the Rental Fee (this one-third being the “Initial Payment”); the Initial Payment is non-refundable. The second one-third of the Rental Fee is due 90 days prior to the event, and is non-refundable once paid. The final one-third of the Rental Fee is due 30 days prior to the event, and is non-refundable once paid. If any amount is not paid according to this schedule, then the renter is subject to cancellation with no refund.

_____ **Impact Fee.** For certain events, the venue reserves the right to charge an Impact Fee. If this applies to your event, the Impact Fee is listed below. The Impact Fee is due 30 days prior to the event and is non-refundable.

_____ **Security Deposit.** A Security Deposit is due 30 days prior to the event to cover the cost of repair for damages, and any expenses required to return the venue to standard condition. The Security Deposit is not a partial rental payment, but a separate fee entirely. So long as the Renter has adhered to all terms of this agreement, the Security Deposit, **less any amounts deducted to cover damages, cleaning, or other expenses**, will be refunded to the Renter within 15 days after the event.

_____ **Renter Responsible.** The Beersheba Barn and AFE hold the Renter fully responsible and liable for any property damage to venue, production field, barn, grounds, or property itself sustained from your event. Should such expenses and/or damages exceed the Security Deposit, any and all expenses, losses, and costs will be billed to you.

Impact Fee Required: [] Yes [] No

Impact Fee: \$_____

Rental Fee: \$_____

Initial Payment: \$_____

Security Deposit: \$_____

I have carefully read, fully understand, and accept all terms and conditions of this agreement.

For Renter:

Signed: _____

Printed: _____

Date signed: _____

Contact: _____

Email: _____

Phone: _____

Mailing Address (for return of deposit): _____

Event Date(s): _____

Event Description: _____

The Initial Payment specified above must be included with this signed agreement. All payments are to be made payable to "The Beersheba Barn" and submitted at the address below.

Contact information for The Beersheba Barn:

The Beersheba Barn
P.O. Box 373
Beersheba Springs, TN 37305
info@BeershebaBarn.com

Accepted by The Beersheba Barn:

Signed: _____

Date: _____

Checklist for Renter:

Today:

- Review the "Clean-Up Requirements" document (Appendix A).
- Review and execute the Release document (Appendix B).
- Review and execute this Rental Agreement (initial each section!).
- Make the Initial Payment.

90 days prior to event:

- Pay second portion of the Rental Fee (the second one-third).

30 Days prior to event:

- Pay final one-third of Rental Fee.
- Pay the Security Deposit.
- Pay the Impact Fee (if applicable).
- Provide contact information for all vendors and outside coordinators.