



Farm Event Reservation

Event Date: _____

Lessee Names: _____

Address: _____

Bride Phone: _____ Bride e-mail: _____

Groom Phone: _____ Groom e-mail: _____

Event Type: (circle) Wedding Reception Ceremony & Reception Other/Corporate

Event Period - Rental Hours: _____ (If other than 10am – 11pm)

Music must be off by 10:55pm. All guests and lessees off property by **11:45pm**. Facility & gates locked at Midnight.

Total Rental Fee" \$ _____

-
- 1/3 booking fee required to hold date. \$500 security deposit due with last payment. (\$500 security deposit refundable after event if facility is clear of decorations, food, catering supplies, liquor, beverages and no damages have been found)
 - 1/3 due 6 months from event with the balance of the rental amount due 2 months before date of event.
 - Make checks payable to Serendipity Farms, LLC.
-

Lessee Signature: _____

Serendipity Signature: _____

Date: _____

All booking fees and payments received by Serendipity Farms, LLC are non-refundable besides the \$500 security deposit.

Mail all checks Attention Kendra Titus: 5155 Oakridge Drive - Beaverton, MI 48612

FACILITY RENTAL AGREEMENT

THIS FACILITY RENTAL AGREEMENT ("Agreement") is made by and between Serendipity Farms, LLC and the undersigned ("Lessee").

Serendipity Farms, LLC and the Lessee, intending to be legally bound, hereby agree as follows:

1. Rental. Serendipity Farms, LLC will rent to the Lessee, on the Event Date set forth on the Farm Event Reservation Form above, the event facilities located at 9980 W. Walton Rd, Blanchard, Michigan ("Facilities"). The rental of the Facilities includes use of the farm grounds, barn, outside patio and deck, and up to twenty (22) tables, one (1) cake table, rectangular tables for head table, one gift table, one guest book stand, up to two hundred and thirty (230) reception chairs and 10 Amish church benches for ceremony area.
2. Rental Fee. The rental fee for the Facilities shall be the amount set forth on the Farm Event Reservation Form ("Total Rental Fee"). The initial booking fee, which shall be one-third of the Total Rental Fee, shall be paid on the date of execution of this Agreement. 1/3 due 6 months before the event with the remaining balance due two (2) months prior to the Event Date; provided that, if this Agreement is signed less than four months prior to the Event date, full payment is due upon execution of this Agreement. All amounts paid to Serendipity Farms are non-refundable besides the \$500 security deposit, which will be returned after inspection of the facility after the event. (No more than 30 days)
3. Hours. Rental of the Facilities shall be for the Rental Hours agreed upon above on the Farm Event Reservation Form (the "Event Period"). All vendor deliveries, décor, and setup must take place within the Event Period unless other arrangements are made with Serendipity Farms. The 13 hour event period includes time for: set up, vendor deliveries and setup, ceremony and a reception or event, and vendor and lessee decor clean up. The Lessee, guests, representatives, agents and any vendors collectively, the "Lessee Parties" and individually, the "Lessee Party" must vacate the property by the end of the event period (11:45 p.m.). Any event that exceeds this time shall be subject to an additional rental fee of \$400.00 per hour. All items, rented and otherwise (that are not owned by Serendipity Farms), must be removed at the end of the Event Period. All items not removed shall become the property of Serendipity Farms. Notwithstanding any other provision of the Agreement or the Farm Event Registration Form to the contrary, the end of the Event Period must be no later than 11:00 p.m.
4. Rehearsal. If required, Serendipity Farms agrees to arrange complementary rehearsal time for the Lessee's ceremony. The rehearsal time, not to exceed one (1) hour, will be scheduled as close to the Event Date as *reasonably possible*, as mutually agreed to by the parties. Rehearsal times will be based on the availability of the Facilities. If separate events are booked on both Friday and Saturday of the same week, rehearsal for Saturday will be Thursday evening from 5-6pm. Friday's rehearsal will be from 6:15 – 7:15pm. Limited decorating may be done the night before an event (excluding full 3 day weekend rentals) if it fits into the weeks booking schedule. Limited = 2 hours. Additional time required will be charged \$200 per hour.
5. Serendipity Farms Staff Members. Members of Serendipity Farms staff will be present at the facilities for rehearsals, weddings, or any other farm events to manage the event solely for Serendipity Farms's purposes. Serendipity Farms Staff Members will provide equipment owned by Serendipity Farms for use, and oversee parking if necessary. Serendipity Farms' staff members may not be utilized or directed by the Lessee or any Lessee Party to work or perform tasks related to Lessee's event (i.e., equipment set

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up, décor, food and drink preparation or serving or clean-up.) The Lessee Parties, including without limitation, Lessee's event planner and Lessee's vendors, shall be solely responsible for managing, coordinating and performing all tasks related to Lessee's event and ensuring Lessee's event goes smoothly. SERENDIPITY FARMS EMPLOYEES ARE SOLELY RESPONSIBLE FOR OPENING BARN AT 10AM, AND ENSURING ALL RULES AND GUIDELINES ARE BEING FOLLOWED.

I agree to ensure my bridal party, parents and guests are aware of the above. _____ (initial). I UNDERSTAND THE TERMS AND CONDITIONS PER OUR AGREEMENT, THE BARN MUST BE COMPLETELY VACATED, (INCLUDING VENDORS AND GUESTS) CLEAN-UP COMPLETED BY TIME DETERMINED PER AGREEMENT.

6. Damages. The Lessee shall be responsible for the cost of repairing all damage to the Facilities or any other property of Serendipity Farms caused by Lessee and/or Lessee's representatives and agents, including, without limitation, Lessee's Parties. A \$500 security deposit is required to be paid in case of damages to the property or additional fees assessed due to any violation or breach of this Agreement. Serendipity Farms will refund your \$500 within (30) days if there are no damages. _____ (initial)

7. Release/Indemnification. Serendipity Farms shall not be responsible for any damage to or loss of any articles, property, or personal injury of the Lessee or the Lessee's Parties. The Lessee acknowledges and agrees that the Lessee shall be liable for all claims for personal injury, property damage or other liabilities, including expenses or other obligations arising out of or relating to the use of the Facilities and event accessories by the Lessee Parties. The Lessee releases from any liability and shall indemnify and hold harmless Serendipity Farms, LLC., including other affiliated organizations and their respective officers, directors, members, employees, agents and representatives, from any liability, claims, damage, loss, or expense (including attorney's fees and court costs) relating in any way to the use of the Facilities, the event accessories, the Event or any obligation hereunder; this includes, without limitation, liability related to or associated with the serving and consumption of alcohol, or otherwise caused by any Lessee Parties, or the use of the Facilities by the Lessee Parties.

8. Alcohol. The supply and service of any alcohol at the Facilities shall comply with all applicable provisions of the Michigan Law and all related laws, regulations and policies. For the safety of all guests, loitering and consumption of alcohol in the parking area is strictly prohibited. All alcohol must be served by our 2 state licensed/trained bartenders. Certificates of Liability Insurance must be provided with Serendipity Farms named on them. **Keg beer only. No bottled or canned beer is permitted for guest consumption.** All soda/pop must be provided in 2-liter bottles. Insurance must provide at least \$1,000,000 in liability per occurrence. Bartenders will be asked to provide evidence of certification. The maximum period for service of alcohol for any Event is six (6) hours. Furthermore, service of alcohol must end no later than (30) minutes prior to the end of the Event Period. Notwithstanding any other provision herein, at any time Serendipity Farms deems alcohol consumption to be excessive, in its sole discretion, Serendipity Farms shall have the authority to close all alcohol service and/or evict inebriated guests or invitees from the Facilities and related premises. Without limiting any rights of Serendipity Farms or obligations of Lessee herein, including, without limitation, the rights and obligations set forth in paragraphs 5 and 6 of this Agreement, Serendipity Farms shall impose a \$1,500 additional charge in the event of any violation of this paragraph by appropriate law enforcement agencies and Lessee shall be responsible for all costs, damages and other expenses in the event that Serendipity Farms exercises this right.

9. Smoking. Smoking is only allowed near the front smoking area (Butt Hut) or the fire pit. This policy is to limit the significant fire and litter risks associated with smoking. The Lessee agrees to have all Lessee Parties observe this policy. Lessee is subject to an additional minimum \$250 cleaning fee if this policy is violated by any Lessee Party. _____ (initial).

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10. Tents/Decorations/Restrictions. Serendipity Farms reserves the right of final approval of all tents and decorations brought to the Facilities and such approval may be withheld for any reason. No nails, staples, pins, thumbtacks, or anything that permeates the wood of the barn may be used to decorate. No duct tape or anything permanent should be used. Command strips, fish line, thin wire, rope, etc. are recommended for hanging decorations. Notwithstanding the foregoing, the use of rice, rose petals, Chinese sky lanterns, fireworks, sparklers, confetti, glitter, birdseed and/or silly string is **strictly prohibited**. No open flame candles may be used in the barn or porch/patio areas at any time. Only electronic candles may be used due to fire hazard. To the extent the cost of cleaning the Facilities upon conclusion of the Lessee's event exceeds the customary and normal costs incurred by Serendipity Farms for an event, Lessee shall be responsible for any such excess costs. Children are not permitted to wander the grounds unsupervised by an adult.

Firearms and drugs are strictly prohibited at all times.

11. Courtesy Protocol. All Lessee Parties shall abide by and comply with all rules and regulations related to the Facilities, as adopted by Serendipity Farms from time to time. Serendipity Farms reserves the right to request any person or group of people acting unruly and contrary to those regulations adopted from time to time by Serendipity Farms to leave the Facilities and related premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

12. Set Up/Cleaning/Catering. All food brought on site for any event must be provided by a state licensed caterer. All food must be prepared before coming to the farm. No food may be cooked in the barn. Caterers with the proper state licensed equipment/vehicles may cook in the parking lot or in the catering area. No scraping or washing of dishes in any sink at Serendipity Farms. We have septic system that does not allow for food to be deposited in it. The caterer will assume responsibility for set-up, break-down, cleaning the food areas, decks, patios and inside the barn and grounds as well as removing trash from inside the building and removing the trash off of the property. The Lessee will assume responsibility for cleaning the premises of all décor and personal items brought in. Personal property must not be left overnight. Serendipity Farms will assume responsibility for tables, chairs, and equipment owned by Serendipity Farms and to clean the venue (bathrooms, floors, etc.) We are not responsible for cleaning floors day of your event between your set-up and reception time. We do although have a broom, mop and bucket available if you choose to sweep, mop the main floor.

13. Emergency Personnel. Lessee is responsible for securing and paying the cost of any emergency personnel required for the event including, without limitation, police, fire, or ambulance. Serendipity Farms has the right to require Lessee to obtain emergency personnel, in its sole discretion. Serendipity Farms reserves the right to secure any such emergency personnel, at any time, at Lessee's cost.

14. Force Majeure Conditions. Lessee agrees that Serendipity Farms shall not be liable for losses, damages (including attorney fees and court costs) for detention, delay, conditions or failure to perform in whole or in part resulting from causes beyond its control, including, without limitation, acts of God, fires, floods or other casualties, weather conditions, power failures, strikes, riots, embargos, delays in transportation, activities conducted on other farm properties, inability to obtain supplies or requirements, or regulations of the United States government or any other civil authority, including any legislation regarding liquor license requirements. In the event Serendipity Farms is unable to provide Lessee with access to the Facilities for their intended use and is unable to offer a future date of use within fifteen months, the sole obligation of Serendipity Farms shall be to refund Lessee that portion of the Rental Fee actually paid to Serendipity Farms. This provision is governed by the following terms: If, due to any of the above listed conditions in paragraph 14, or due to any government order or decree,

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including from the United States government, the State of Michigan, or any other local or government authority having jurisdiction over Serendipity Farms' venue, prevents Serendipity Farms from fulfilling its obligations under this agreement, then Serendipity Farms shall have the right to offer a new date to Lessee for use of the facilities. Such new date shall be of the same type of day of week previously booked. (A Friday date would be replaced with a future Friday, for example). Such new date shall also be within the same type of season as the first date was booked. (A fall wedding would be replaced with a fall wedding, summer with summer, etc.) The seasonal provision will be governed by the season as defined by the appropriate solstice/equinox, and Serendipity Farms agrees to schedule in good faith a date as close as possible to the cancelled date, subject to availability of the venue. If Serendipity Farms is able to offer a new date in accordance with the above provisions, and the Lessee does not accept the new date, then all monies paid shall be forfeited. If the Lessee accepts the new date, then they shall be entitled to the use of the facilities on that new date with all of the same provisions as otherwise stated in this agreement.

15. DJ/Entertainment. The DJ and or Entertainment for the event must maintain a volume no louder than 95 decibels, as determined by the equipment provided by the Serendipity day of manager. This is in compliance with Isabella County Zoning Laws. _____(initial)

16. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the principles of conflicts of laws thereof, all rights and remedies being governed by such laws. The parties hereto consent to jurisdiction and venue in the courts of the State of Michigan in Isabella County.

17. Assignment. This Agreement may not be assigned in whole or in part by the Lessee without express prior written approval by Serendipity Farms, which may be withheld for any reason.

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties. This Agreement may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this _____ day of _____, 20_____.

LESSEE: Print Name: _____

Sign: _____

SERENDIPITY FARMS:

By: _____