



**Bearcreek Farms Wedding/Reception Rental Agreement
Bearcreek Country Event Center
Bryant, Indiana**

This Agreement ("Agreement") made this ____ day of _____, 2021, is by and between Bearcreek Farms ("BCF"), whose business address is 8341 North 400 East, Bryant, Indiana 47326, and _____ ("Renter"), collectively referred to as the "Parties".

SAMPLE AGREEMENT CONTRACT
PLEASE PRINT

Renter Name(s) _____
(Person obtaining liability insurance must be listed as the renter)

Address _____

City/State/Zip _____

Phone/Cell Number _____

Email Address _____

Type of Activity _____

Location: **Meeting House**

Bride & Groom's Names _____

Approximate Number of Guests _____ Date Requested :

May we post your pictures on our website and Facebook pages? Yes _____ No _____

Your rental at Bearcreek Country Event Center is guaranteed upon receipt of your deposit.

Deposit Received _____	Proof of Insurance Received _____	Cleaning/Breakage Fee Refunded _____
Date Received _____	Proof of Alcohol License Received _____	Amount & Date _____
<i>For office use only</i>		

This agreement regards the use of **The Meeting House** provided by Bearcreek Farms, whose business address is 8341 North 400 East, Bryant, Indiana 47326, which is an event facility only and does not include services or equipment, coordinate, set-up, deliver, perform/conduct, or tear-down, cleanup after the event. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Facility Rental:** BCF hereby grants to Renter a limited and revocable license (the "License") to use the listed facility above and that facility only. This does not permit The Renter to use any other areas on the property unless an additional agreement is signed by Renter.
2. **Event Date(s):** The event shall be held on the date(s) ("Event Date") listed below. The Event Date(s) shall include set-up and tear-down. Renter shall not have access to the facility at any other time other than during the Event Date(s). Renter must conclude by designated time with lights out, music off and renter/guests/vendors departed. Refer to "Hours of Availability" (item number 7) for specific times.

Event Date(s) : _____

3. **Fees:** Renter shall pay to BCF total fees including "Rental Fee", "Security Fee" and "Cleaning/Breakage Fee" for the use of the above listed facility. Included in the Rental Fee shall be a deposit that must be paid to BCF upon execution of this Agreement. This does not include any food or alcohol costs, or rental of decorations, these expenses will be in a separate contract. A 7% sales tax will be added to all food, beverage, and rental charges. BCF shall have no obligations under this Agreement until the Rental Deposit is paid in full. The remainder of the Rental Fee, Security Fee and Cleaning/Breakage Fee shall be due in full 30 days prior to the event date(s) listed above. If renter fails to pay the Rental Fee, Security Fee and Cleaning/Breakage Fee by payment Due Date, BCF shall have the right to revoke the contract and to keep the full amount of the Rental Deposit. Cleaning/Breakage Fee will be refunded based on Condition of Facility (refer to Item 6) within 30 days of the event.

Rental Fee: _____

Cleaning/Breakage Fee: \$300 (refundable if facility is cleaned properly/no damage)

Security Fee: \$15.00 per hour, minimum of 4 hours. Refer to #18

Rental Deposit: \$500 due at signing of contract

Final Payment Due Date: _____ (30 days prior to event date)

4. **Cancellation:** If renter cancels the reservation for the Event within twenty-one (21) days of the Event Date, BCF shall refund to Renter the Rental Fee and the Cleaning/Breakage Fee minus the Rental Deposit, which shall be retained as liquidated damages.

5. **Use of Facility:** Renter shall use the facility for the purpose of conducting a wedding and/or wedding reception only; no part of the facility shall be used for any other purpose without prior written consent of BCF. At all times, renter shall maintain all of the facility, but not limited to, parking areas in a clean, neat, and orderly condition. Renter shall not sublet the facility without written consent of BCF. Renter shall observe and promptly comply with all laws, ordinances, and regulations of public authorities. Renter shall provide to BCF, in writing at least 30 days prior to event date, the names and telephone numbers of any person(s), businesses, and/or caterers furnishing food and/or beverages at the facility during terms of this agreement.

6. Condition of Facility: Renter shall leave the facility in the same or similar condition when Renter entered. Renter shall be responsible for any damage caused to facility and rental items beyond ordinary wear and tear. Upon conclusion of your event, BCF will review the premises to ensure inventory items are present and accounted for. There will be a \$300 charge if you unplug any of our standard lighting or sound system and do not put it back the way you found it. If items are damaged/missing, the renter is responsible for replacing damaged/missing items and or payment of retail price to replace.

7. Hours of Availability: With your rental fee, the building is available to you from:
10:00 am until 7:30 pm on days prior to your event.
9:00 am until midnight the day of your event.

8. Included in Rental: Included in your rental is: Use of the grounds for engagement and wedding pictures. BCF will provide you with tables and chairs when you rent the Meeting House.

9. Rental Responsibilities: Renter is responsible to rent/provide any necessary lighting, sound systems, linens, decorations, and any other needed supplies for their event. Deliveries of rented item may arrive one day prior to the event date by 2 pm and must be picked up no later than the next business day by 2 pm. Renter is only to enter the facility during designated hours.

10. Restrictions: Renter is responsible to provide supervision for all children while on the property. Renter/Guests may not bring pets. No fishing, diving, bathing or swimming in the ponds is permitted. Mylar confetti may not be used for decoration or celebration. **No bonfires or fireworks are allowed; fireworks include sparklers and Chinese lanterns, with our prior approval. Only battery-operated candles can be used in the facility due to fire hazards, no flame candles, without prior approval.** Stapling of decorations to the building, barn, fences or any other areas must be removed concluding your event. Failure to remove staples will result in loss of Cleaning/Breakage Fee. Smoking is prohibited within 25 feet of facility. The renter is to designate a smoking area for their guests. Any cigarette butts found left after the event will result in loss of the Cleaning/Breakage Fee.

11. Personal Items: BCF is not responsible for lost or stolen personal belongings. All personal belongings must be removed by Renter upon departure from event. BCF is not responsible for personal property left at the facility before, during or after the conclusion of the event.

12. Alcohol: Service of alcoholic beverages is limited to Bearcreek Events and Escapes. Renter agrees to comply with all applicable local, state, and federal ordinances statues, laws and regulations. If you are serving alcohol, your Certificate of Insurance MUST include alcohol coverage. BCF forbids the service of alcohol to minors. If event guests walk into our facility with their own alcohol, it will be confiscated and thrown away. The renter may not bring their own alcohol of any kind. The sobriety of all guests is the responsibility of the renter.

Will alcohol be served at your event? YES or NO If yes, additional contract will be given.

13. Mandatory>>>>Special Event Liability Insurance: Renter and their Vendors must provide liability insurance to BCF. A minimum of \$1,000,000.00 General Liability is required for the event. This policy is to cover all services provided by the renter on the property including liquor, food, music, lighting, dance floors, etc. for the dates of the event. BCF is to be listed as an additional insured. A Certificate of Insurance with coverage dates (including set-up, event day, and cleanup) limits must be provided to BCF 30 days prior to the event. This is available thur your home owners or renters insurance or online at www.wedsafe.com.

14. Indemnification: Renter hereby indemnifies and holds harmless BCF, their employees, agents, heirs, successors and assigns from any and all damages actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the facility, including any acts or omissions on the part of Renter, independent contractors, guests, invitees or other persons. Renter shall immediately notify BCF of any damages or injury of which they have knowledge in, to or near the facility, regardless of the cause of such damage or injury.

15. Inclement Weather: No refunds will be made for inclement weather. Should weather be so significant that your event cannot be held, we will gladly apply your deposit to another date at no extra charge.

16. Revocation: BCF shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In event that BCF revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by the Renter, BCF shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

17. Amendments To Be In Writing: This Agreement may be modified or amended only by a writing duly authorized and executed by both BCF and the Renter. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing and authorized and executed by both BCF and the Renter.

18. Security: If alcohol will be served, Bearcreek requires the rental of a Bearcreek Security person for the duration of the event. This charge is \$15.00 per hour and begins the time the bar opens until the bar closes and guests have departed. If the wedding party requires the use of other buildings for getting ready for a ceremony, a Bearcreek Security person will be required to monitor this building until all personal items are removed.

Contract Signature: This contract constitutes the entire Agreement between Bearcreek Farms and the Renter and becomes binding upon both parties when signed.

Renter:

Manager:

Signature

Signature

Printed Name

Printed Name

Alcohol and Catering Information

Bearcreek Country Event Center has adopted the following Alcohol and Catering policy, and it is stringently enforced. This policy applies to all locations on the property.

Alcohol Policy: An additional contract is required for this policy.

Our policy concerning alcohol is very specific and no deviations will be allowed. Individuals absolutely cannot provide their own alcohol at events held at Bearcreek Farms. If you wish to serve alcohol at any event on this property, you must contract with Bearcreek Farms. Bartenders will be the staff of Bearcreek Farms with the proper credentials at \$15.00 per hour. Indiana State law forbids anyone under 21 years of age to consume alcoholic beverages. It is expected that our bartender enforce this law and monitor your guests, not continuing to serve any guest who appears to be impaired.

The renter is responsible for obtaining and providing to BCF a Certificate of Insurance that meets limits set by Bearcreek Farms. ***This must be on file 30 days prior to your event or alcohol cannot be served.*** Bearcreek Farms does carry all necessary permits to serve alcohol. An additional contract is required for using Bearcreek Farms services.

Security: If alcohol will be served, Bearcreek requires the rental of a Bearcreek Security person for the duration of the event. This charge is \$15.00 per hour and begins the time the bar opens until the bar closes and guests have departed.

Food Service/ Catering Services:

Renter may prepare and serve their own food at events held at BCF or hire a local caterer to bring in food, already prepared. BCF does NOT allow other caterer's food to be prepared on the property. All food must arrive hot and ready to be served. Roasters are not recommended, though caterers are welcome to use our steam tables with their own aluminum pans. It is not the responsibility of Bearcreek Farms to serve someone else's food or provide plates, utensils or cups. An additional contract is required for using Bearcreek Farms services.