



AshWood
On
Antioch Barn, LLC



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4051 Houston Antioch Road

Lexington, Kentucky 40516

Event Rental Rules & Regulations

For all purposes herein, AshWood On Antioch Barn, LLC shall be referred to as “Lessor”. The leasing party, _____, shall be referred to as “Lessee”. The Lessor reserves the right to terminate use of the farm grounds to any organization or individual that violates the following policies and procedures. **By submitting payment to the Lessor you are accepting the event rules and regulations I/We understand that the parties hereby released accept no liability of any sort by reason of said lease/rent/use and occupancy of the premises. I/We declare that the terms of this lease/rental/use agreement have been completely read and are fully understood and are voluntarily accepted by the proof of a signature.**

- 1) A 100% non-refundable fee of \$700 is required to book and hold a date. Any remaining fee that is not taken care of at booking for add on items must be received two weeks in advance of event taking place. No booking will be deemed complete, nor a date reserved, until the main fee is paid in full.
- 2) If alcohol is served to a party of 60 or more all Lessees are required to carry a **minimum of \$1,000,000 (one million dollars) liability insurance**. Proof of this insurance must be submitted to Lessor **two weeks** prior to event. (we suggest *WedSafe*, www.wedsafe.com)
- 3) Once the Lessee books a date they are guaranteed the day of the event within the hours of 10 a.m. and 10 p.m. Set up and tear down are included within these event hours
- 4) All music must be turned off by 10:00 p.m.
- 5) Events must end no later than the twelve hour time frame unless other arrangements are made. **Tables and chairs must be broken down and organized neatly as well as all venue areas cleaned before Lessee leaves unless payment of \$250 break down fee has been purchases.** The Lessor will dispose of garbage that the Lessees **must have bagged and tied properly** and placed inside the front door.

Lessees Initials/ Date

Lessors Initials/ Date

- 6) Smoking is prohibited inside any structure on the farm and is only allowed in the designated areas outside the structures.
- 7) Tables must be protected from candle wax.
- 8) Lessor has final decision regarding the use of the fire pit if weather conditions are not ideal.
- 9) Parking off of roadways is permitted only in designated areas. Vehicle owners assume the risk of any damages due to parking. Lessee may be charged for any damage to parking area or landscape due to negligent driving.
- 10) Artificial flowers and/ or other non-biodegradable materials may not be spread on the grass in the reception or ceremony locations.
- 11) No permanent features of the farm may be changed by Lessee. No decorations will be supported by nails, tacks, or screws on walls or woodwork without approval of the Lessor.
- 12) No pyrotechnics, fireworks, or unauthorized fires/open flames may be used on the farm grounds. Sparklers are allowed only under Lessors supervision.
- 13) To protect parties involved, equipment and facilities will be inspected before and after each event followed by appropriate charges to cover cost of any damage.
- 14) The Lessees shall be liable for all damages to the building and equipment and agrees, to indemnify and hold the Lessor harmless from any claims and suits arising out of injury or death to any person or damage to property resulting from use of the farm, including the providing of alcohol to Lessee's guests.
- 15) Lessee shall assume full responsibility for the character, acts and conduct of all persons admitted to the farm grounds during the term of the rental contract. If a violation occurs and is not immediately corrected, the Lessor **will terminate the event and no refund will be provided.**
- 16) Children must be supervised at all times while they are on the farm grounds.
- 17) Events are rain or shine. No refunds of any kind will be given if weather conditions are deemed unsuitable.
- 18) The farm shall not be used for any unlawful activity or any activity which may be disruptive, divisive, unlawful or demeaning to the community.

Lessees Initials/ Date

Lessors Initials/ Date

- 19) Force Majeure: neither party shall be held responsible for compliance with this contract if there occur events beyond its reasonable control, including but not limited to 'Acts of God' including weather, fire, strikes, and the like.
- 20) The use of the farm grounds shall be restricted to purposes which offer community benefits and family events. Community events shall include concerts, banquets, arts & craft shows, antique shows, product demonstration, business meetings, training classes, seminars, equine use and other events deemed appropriate. Family events shall include wedding receptions, birthday celebrations, anniversary celebrations, wedding & baby showers, family reunions, class reunions, graduation celebrations, holiday gatherings, and other events deemed appropriate.
- 21) The Lessor reserves the right to refuse rental of the farm to any person, group or organization that has in the past violated or has shown a disregard for persons or property or who in the opinion of the Lessor did not conduct themselves in a peaceable and appropriate manner.

Food & Alcohol

- 1) If food is to be served, the name of the caterer will be provided to the Lessor at least **two weeks** prior to the event. Renters may bring in any food or non-alcoholic drinks themselves, if caterers are not desired.
- 2) The specific use of the farm grounds facility, beverages and items to be served must be approved by the Lessor.
- 3) The Lessee is responsible for all actions of the caterer and should inform the caterer of rules and regulations concerning the use of the farm grounds.
- 4) We reserve the right to ask guest to leave or to stop being served alcohol, if they are being destructive or disorderly.
- 5) Anyone requesting permission to serve alcohol by a caterer is required to use servers. The company providing the servers must submit proof of liquor liability insurance **two weeks** prior to the event. Alcohol is never to be served to anyone under the age of 21. It is also the Lessees responsibility to ensure that no one leaves in a condition that could be considered to be under the influence or feeling the effects of alcohol.
- 6) The only alcoholic beverages permitted on farm grounds (including the parking lot and all land owned by the Lessor) are supplied by the Lessee and served by caterers or wineries with proper insurance and licenses. No sale of alcohol is permitted.
- 7) If alcoholic beverages will be furnished, served, or consumed during the event, Lessee agrees to the following additional terms:

Lessees Initials/ Date

Lessors Initials/ Date

- (a) If Lessee or caterer is serving alcohol a minimum of \$1,000,000 (*one million dollars*) liability insurance must be submitted two weeks prior to event with proof of alcohol coverage.
- (b) Lessee and/or Lessee's guests shall not provide alcoholic beverages to persons under the age of 21 or to persons who are already intoxicated. Lessee and/or Lessee's guests shall require proof of age of all persons prior to serving them alcoholic beverages
- (c) Lessee acknowledges that Lessor does not condone the irresponsible use of alcoholic beverages. It shall be the Lessee's sole responsibility to monitor the use of alcoholic beverages by Lessee and/or Lessee's guests.
- (d) Anyone requesting permission to serve alcoholic beverages shall be required to use servers or be covered under their wedding liability insurance. The company providing the aforementioned servers must provide to Lessor proof of liquor liability insurance.
- (e) It shall be Lessee's sole responsibility to ensure that no person leaves the premises under the influence or feeling the effects of consuming alcoholic beverages. The only alcoholic beverages permitted on farm grounds (including the parking lot and all land owned by the Lessor) are supplied by the Lessee and served by caterers or wineries with proper insurance and licenses. No sale of alcohol is permitted.

Indemnification

Lessee agrees to indemnify, defend, and hold Lessor, its owners, officers, agents harmless of and from any liabilities, costs, penalties, reasonable attorney's fees, or expenses arising out of and/or resulting from the rental and use of the premises, including without limitation any claims of injury to persons or property from any causing arising out of or during the use and occupancy of the premises by Lessee and/or Lessee's guests, agents, or employees.

Lessees Initials/ Date

Lessors Initials/ Date

