

# Old River Farms, LLC

8711 Old River Rd. Burgaw, NC 28425

(910) 231-7162 Susan Lanier or (910) 616-5884 Michael Lanier

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of event: \_\_\_\_\_ Estimated time of event: \_\_\_\_\_

\$ \_\_\_\_\_ Fee for Rental of Venue and Add-Ons'

\$ \_\_\_\_\_ Fee for Additional Items Rental (see attached sheet, 90 day notice required)

\$ \_\_\_\_\_ Fee for Wedding Favors (see attached sheet, 90 day notice required)

\$ \_\_\_\_\_ 100.00 Clean up fee unless waived by client (\_\_\_\_ client initials)

\$ \_\_\_\_\_ Total amount owed to Old River Farms, LLC (rental may be upgraded but not downgraded)

Deposit: \$ \_\_\_\_\_ Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Remaining Balance: \$ \_\_\_\_\_ Due on or before: \_\_\_\_/\_\_\_\_/\_\_\_\_ (30 days prior to your event)

Client contracts with Old River Farms, LLC for venue rental and other contracted services for the following event:

\_\_\_\_ Wedding, \_\_\_\_ Reception, \_\_\_\_ Package to be held on the date indicated above. Client and Old River Farms, LLC contract and agree as follows:

1. As part of the venue rental fee set forth above, Client shall have use of Old River Farms property including the 3,750 square foot hay barn, restrooms and access to the open property. Client shall **not** have access to the white cinder block building, any fenced areas or pastures, greenhouses or the area where animals are fenced.
2. Client shall pay a **50% NON-REFUNDABLE** deposit of the rental. This payment is due upon execution of this agreement and serves to hold the venue for the specified date of the event stated above. Additional rental items and wedding favors may be added and must be reserved 90 days prior to your event. Cost of such items will be added onto the remaining balance and must be paid 30 days prior to your event.
3. Client shall have access to Old River Farms wedding venue for the allotted time based on package chosen. ALL wedding guests must vacate the property by midnight on the date of the event. All trash, food, and beverages must be bagged and placed in locations designated by Old River Farms, LLC prior to the event ending. Client is responsible for appropriate and lawful disposal of all trash off-site unless the trash disposal fee as set forth above is paid as part of this agreement. Client understands that their credit card will be charged a \$350.00 fee, which will be incurred if the building and/or grounds are not free of trash or debris to include but not limited to cigarettes, cups and cans.

\_\_\_\_\_  
Signature  
CC# \_\_\_\_\_ Type \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVS Code \_\_\_\_\_ Zip Code \_\_\_\_\_

4. Old River Farms will provide outdoor heaters if needed however no heaters shall be used except those provided by Old River Farms, LLC. Client is responsible for cost of such rentals.
5. Client is responsible for maintaining order and protecting the premises from any and all damages during their use of the premises. Client will be financially responsible for any damages to the premises or to any property rented by Client as part of this agreement and agrees that damages and expenses incurred by Old River Farms, LLC as a result of the conduct of Client or its guests and damages to the property shall be charged to the credit card account provided herein in addition to other available remedies.
6. This contract does not include access to or use of any animal located on the premises of Old River Farms, LLC. No access to animals located on the premises is permitted. Client is responsible for insuring that client and their guests do not attempt

to access, touch, feed, or free any animals located on the premises. Failure to comply with this condition may result in immediate cancellation of the event without refund.

7. The maximum number of guests permitted for this venue is 160. Client will take steps to ensure that this is abided by.
8. All third party vendors must be approved by Old River Farms, LLC. Rentals of party supplies and catering services may be arranged by Old River Farms, LLC as part of a third party vendor addendum executed by client. Client appoints Old River Farms, LLC as their agent to reserve and arrange for all services provided in the third party vendor addendum but Client shall be responsible for payment of all amounts owed to third party vendors. Those costs are not included in the venue rental fee. All items not belonging to Old River Farms, LLC must be removed by ending date and time set forth above.
9. Client will be responsible for obtaining all necessary ABC permits for any alcoholic beverages served on the premises or shall insure that any caterer or other service provider selected by Client has the necessary licenses and permits to serve. Client, not Old River Farms, LLC, will be responsible for the conduct of its guests and will be responsible for any injury or accident resulting from the consumption of alcohol by Client and their guests. Client shall hold Old River Farms, LLC harmless and indemnify it from any liability for any such injuries sustained.
10. Client understands and acknowledges that this is an outdoor venue which can be impacted by changes in weather. Client acknowledges the probability that weather may limit or restrict their use of the property on the event date selected. In the event of inclement weather, Old River Farms, LLC will make every effort to reschedule Client's event. However, client understands that other events may be scheduled which will limit the number of available dates to reschedule. For purposes of this contract, "inclement weather" shall be defined as a severe thunderstorm warning, tornado watch or warning, or a hurricane watch or warning covering Pender County, North Carolina. Weather conditions other than those included in the definition of "inclement weather" shall not impact Client's liability for all amounts due. Client recognizes that in executing this contract, Old River Farms is reserving its facilities for the exclusive use of Client on the date selected. Therefore, in the event Client cancels the event, all amounts paid to date shall be forfeited. If Client cancels within 60 days of the event all outstanding payments due Old River Farms, LLC will be due and payable immediately. Changes in event date are not permitted. \_\_\_\_\_ **initial**
11. Electrical service systems shall not be overloaded or the improper use and any resulting damage will be charged to Client. Client shall not remove any fixtures or bulbs. Client and their guests shall not remove equipment or fixtures from the property.
12. **Smoking is strictly prohibited on the premises of Old River Farms, LLC except in designated areas. Client shall insure that no smoking takes place on the premises outside of the designated areas during their event. Candles with open flames are not permitted.** Small candles enclosed in glass chimneys and floating candles that are secured safely on stable surfaces may be used. Sparkler exits are permitted under controlled circumstances and must be approved.
13. Old River Farms, LLC may make additions, changes or modifications to its property and buildings, to make them safer or to improve the property. Changes made by Old River Farms, LLC to the premises will not impact obligations of either party under the terms of this agreement.
14. The full balance of all amounts owed shall be paid 30 days prior to the event. In the event the balance is not paid, Old River Farms, LLC shall have the right to exclude client from the premises and all amounts paid to date shall be forfeited.
15. **Old River Farms, LLC will NOT be liable for any injuries sustained by client or guests or for any theft or damage to client, their guests or their property. Client is responsible for the conduct of its guests and those in attendance. Client will indemnify and hold Old River Farms, LLC harmless from responsibility for injuries or damages sustained by its guests resulting from the conduct of client, guests or third party vendors.** Old River Farms, LLC will provide a parking attendant to direct parking for the event. Client acknowledges that guests shall park only in those areas designated and directed by Old River Farms, LLC.

Old River Farms, LLC by \_\_\_\_\_, Authorized Agent.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I Read and Agree to Above Terms

*For Announcement –Bride & Groom’s full name:* \_\_\_\_\_

*Revised 08/29/2016*

## Notes

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