

Lavender Hills Venue Rental Agreement

SECTION I. DEFINITIONS

A. *Renter*: For purposes of this Agreement, “Renter” refers to the individual or individuals who sign the Agreement thereby entering into a contractual obligation.

B. “*Wedding Venue*”/“*Venue*”/ “*Lavender Hills Venue*”: For purposes of this Agreement, can be used interchangeably and are the collective name for the Barn located at 124 Lavender Hills Lane, Maryville TN 37803

SECTION II. TERMS AND CONDITIONS

Lavender Hills Venue Rental Agreement (“Agreement”) is between Lavender Hills Venue, **Owner**, whose physical address is 124 Lavender Hills Lane, Maryville TN 37803, and the following individual(S) also referred to as “Renter/Renters”:

Name(s) :

Legal Address:

Contact Phone: Email:

The expected guest count is: (limited to: Initials:)

Event Purpose: (Please Check one)

Wedding Banquet Concert Anniversary Party Special Event Holiday Event Trade show /Conference

The Agreement shall be deemed to be a contractual obligation by Renter, on behalf of itself (otherwise “he, she, them or it”) and all other persons attending the Event including but not limited to: guests, third party vendors and their employees, relatives, heirs and any other person who may be on the wedding venue or providing services for the Event. The aforementioned accept and agree to all the terms and conditions contained herein. Any person signing this Agreement shall be considered a Renter for purposes of this Agreement and shall be solely responsible for the conduct and behavior of attending guests, third party vendors and their employees, relatives, heirs and any other person who may be on the wedding venue or lodging property or providing services for the Event. Illegal activities or illicit/illegal substances and firearms are strictly prohibited.

In consideration of the mutual promises and covenants contained herein, the Parties to this Agreement, those being Lavender Hills Venue and Renter, agree as follows:

1. **Property Rental.** Lavender Hills Venue hereby grants to Renter a limited and revocable Agreement to use the property located at: 124 Lavender Hills Lane Maryville Tn 37803 (“Property”). The Agreement permits Renter to use the Property only on the Event Date(s) during the hours specified below, and only for the purposes set forth in this Agreement. As such, the following facilities are available for use during the Event Date(s) set forth in this Agreement:

White Wedding Barn (bathroom facilities, ready room and storage area, parking Lot, ceremony area with mountain views, any covered canopy, outdoor fireplace and cordoned area of grounds where guests may walk, partake in games, activities, outdoor fireplace, etc.

2. **Event Dates.** The Event shall be held on the date(s) listed below. The Event and Dates may include set-up, rehearsal, wedding ceremony, reception.

Rehearsal and set up time(s):

Event Date(s):

PLEASE NOTE: Renter(s) shall not have access to Lavender Hills Venue Property at any time other than during the dates specified in this Agreement unless Renter receives prior permission from Lavender Hill Venue owner(s). Such prior permission shall be set forth in writing specifying conditions of use and shall be signed by all necessary parties.

3. Fees and Deposits. Payments shall be made in two installments:

1. Initial Non-refundable booking fee in the amount of 50% of total Rental fee is due upon signing of contract.

_____ x 50% = \$ _____ Initial ()

2. Final Payment: the remaining 50% is due 14 (calendar) days prior to the date of event(s). Forms of payment accepted include cash, cheque, venmo, cashapp, credit card (2.75% charge will be incurred), cashier's check, money order, or personal check made payable to: David King % Lavender Hills Venue. Amount: \$ _____ Initial ()

Optional Fees (based on conditions set below):

- Set up and tear down of rented ceremony chairs: \$100 Accept
- Use of Golf Cart \$500 Accept
- Set-up assistance and tear-down of decorations: \$100 Accept
- Cleaning Fee: \$150 Accept Waived
- Rehearsal Dinner Venue rental (Extra Fee applies)
- Extra Tear-Down Time (following day 8am-12pm) **Schedule Dependent \$500 Accept
- Extra Decorating Time (previous day 3-6pm) **Schedule Dependent \$500 Accept

Note: In the event that property is damaged or missing the Renter(s) will be solely responsible for any damage(s) incurred. There is a no smoking policy inside barn facility, a \$1000 fine is imposed if this is violated in addition to damages. Guests may smoke outside by stone fireplace and place butts/ash inside outdoor chimney and be careful around hay and grasses. No cigarette butts are to put anywhere besides fireplaces. \$100 per cigarette butt and outdoor refuse, bottles, etc are levied for each violation.

Regular Driving is only permitted on gravel roads and outlined parking areas. Driving is not permitted on land without express written permission from owner(s). A golf cart may be driven, but is limited to gravel roads and Barn areas. No candles, open flames or fireworks are permitted. Fire is allowed only in the outdoor fireplace in the parking area. There are working farms adjacent to the property and there may be wildlife, machinery/tractor noises and distant shotgun fire. We ask all guests take heed and diligent caution when walking onsite as the ground has weeds, trees, hills and terrain that may be difficult to walk. Renter(s) must take responsibility to ensure guests take caution when traversing the grounds. The grounds are lit to avoid light pollution, Renter(s) must advise guests to bring flashlights and take caution when moving on the grounds, as it is very dark in the mountains in nightfall, and the grounds lighting is designed not to encumber nature. Renter(s) are responsible for their guests to seat safely and to avoid injury at all costs. Children must be supervised at all times.

Insurance Requirements

4. Special Event Liability Insurance. Renter shall provide Special Event Liability Insurance and provide Lavender Hills Venue with evidence of such insurance no later than thirty (30) days prior to the event. This insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Lavender Hills Venue and its employees, against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises described in this agreement.

The insurance required hereunder shall have a single limit liability of not less than \$1 million (\$1,000,000), and general aggregate liability of not less than \$2 million (\$2,000,000). David King shall be named as an additional insured on said policy.

If alcohol is to be served, the policy shall include Host Liquor Liability coverage to protect Renter against alcohol related accidents, as Renter is ultimately liable for the safety of guests. Established catering services may use their license and insurance to cover this requirement so long as David King is named as an additional insured and the policy provides the required coverage.

All caterers and/or outside vendors, companies, and/or institutions must provide a copy of their Certificate of Insurance and Catering License to Lavender Hills Venue, naming David King as an additional insured. These documents must be delivered to Lavender Hills Venue at least thirty (30) days prior to the event.

Failure to provide evidence of this insurance to Lavender Hills Venue thirty (30) days prior to your event can cause immediate cancellation of the event. Cancellations arising from failure of Renter to provide Lavender Hills Venue with a proper and timely

certificate of liability insurance will be treated as a Renter- caused cancellation and Renter shall not receive any refund. Proof of insurance must be emailed admin@lavenderhillsvenue.com or texted to 865-33-6815. Failure to show proof of insurance will result in material breach and cancellation of this Agreement (see Section 6 for details). Renter's Initials ()

Waiver of Full and Total Indemnity

5. Indemnity. Renter shall indemnify and hold harmless Lavender Hills Venue, 124 Lavender Hills Lane, Maryville TN 37803, surrounding properties including Lavender Hills Venue, its owners, members, officers, directors, employees, independent contractors, subcontractors, agents, volunteers, heirs, successors, and assigns, as well as David King, all property owners, and any third-party service providers hired by the Renter, from any and all damages, actions, suits, claims, demands or liabilities of whatsoever kind and nature including judgments, interests and other costs arising out of or in connection with negligence, any damages, damages to any property or any injury caused to any person (including death, accident, assault) caused by Renter's use of the Property, including any acts or omissions on the part of Renter, Lavender Hills Venue, employees, independent contractors, third party service providers, guests, visitors, invitees, or other agents. Renter shall immediately notify Lavender Hills Venue of any damage or injury of which they have knowledge involving damage or injury near the Property, damage or injury related to the Event, damage or injury involving Event real or personal property, damage or injury to guests, third party services providers, independent contractors, visitors, Renter or anyone else lawfully on the premises during the Event regardless of the cause of such damage or injury. Renters take full and total responsibility of the actions and liabilities of their guests. Renter agrees to hold this agreement in perpetuity. Renter's Initials ()

Compliance with Laws. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Renter hereby agrees to indemnify Lavender Hills Venue, its Members, property owners, officers, directors, employees, independent contractors, subcontractors, agents, heirs, successors, and assigns, as well as David King, all property owners and any third-party service providers hired by the Renter, for any damages, injuries, penalties, fines, suits, actions, judgments or any other costs arising out of or in connection with Renter's violation of any local, state, or federal laws, rules, regulations or ordinances related to Renter's use of the Property.

6. Termination. Lavender Hills Venue and its owners and assigns shall reserve the right to terminate this Agreement at any time prior to the Event Date provided. In the event that Lavender Hills Venue terminates the Agreement prior to the Event for reasons other than a cancellation of the Agreement due to a material breach based on untimely payment, nonpayment of fees or any other material breach by Renter. If the event must be postponed, the Renters must contact admin@lavenderhillsvenue.com or call 865-233-6815 immediately. Lavender Hills Venue will try to accommodate, however, some dates may be previously booked. In the event of natural disaster, catastrophic weather, or mandated government gathering restrictions, A new Rental Agreement must be signed to secure the new date. Postponement provisions are subject to availability. The applicable rental rates at the time when the new Rental Agreement is executed will apply.

7. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Tennessee, without regard to conflicts of law principles.

8. Vendor Policy. Lavender Hills Venue is a blank slate venue, meaning that Renters may contract with Vendors as they see fit, however, Lavender Hills Venue reserves the right to approve or deny any third party contracted vendors. All contracted vendors must carry General Liability insurance and add David King % Lavender Hills Venue as additional insured. Proof of third party vendors adding David King % Lavender Hills Venue as additional insured must be submitted to admin@lavenderhillsvenue.com 30 calendar weeks prior to event date. Vendors must coordinate with Lavender Hills Venue set up times, drop-off areas, parking and day of activities prior to event date.

The following services are not provided by Lavender Hills Venue. Upon request by the Renter, Lavender Hills Venue may recommend service providers for those services listed below from which the Renter may choose. These listed services are separate and apart from the services provided by Lavender Hills Venue and are not included within this rental agreement.

Obtaining these vendor services will require separate payment to these vendors for their services and may require signing separate agreements. Additionally, Lavender Hills Venue is not liable for injuries occurring or arising out of or that are attributable to activities provided by these vendors and/or their employees whether arising out of negligence or any other action or inaction taken by the vendors and/or their employees or occurring as a result of vendor/vendor employee activities.

In signing this Agreement, Renter covenants not to bring any claims against Lavender Hills Venue, property owners, assigns, officers, employees that are based on the activities or inactivities of third-party vendors and/or their employees, those services of which Renter chooses to engage. Service provider recommendations for the following services are available upon request:

- Wedding Planner/Wedding Coordinator
- Banquet Management/Catering Services
- DJ /Wedding Singer
- Decorating Services (including setting tables with linens, plates, silverware, glassware, flowers)
- Tent Rentals (including outdoor chairs, indoor chairs, additional large event tents, heating cooling, etc.)
- Cake
- Flowers/bouquets
- Bartender
- Officiant
- Photographer/videographer

9. Catering. Lavender Hills Venue generally requires the use of a caterer approved by Lavender Hills Venue. Approved caterers will be identified at the time this contract is executed. Lavender Hills Venue reserves the right of final approval of all outside caterers and any other vendors selected for the event. All caterers must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least thirty (30) days prior to the date of the event. All caterers must also have all necessary licenses and permits required by the state of Tennessee, Blount County Health Department and any other regulatory entities. If the caterer fails to meet any of the requirements stated above, Renter will be responsible for finding another caterer who can meet the above requirements before the event is to occur. Said caterer is to immediately provide the listed items above to Lavender Hills Venue. If no caterer can be found that satisfies the above described requirements before the event is to take place, Renter remains liable for the terms of this contract.

10. Trash. All trash, recyclables, and compostables must be collected and disposed of properly. A dumpster for trash will be provided. Renter shall provide for sufficient time for cleanup of all designated areas at the conclusion of the event. Damage/ Excessive Cleanup Lavender Hills Venue reserves the right to charge for any or all of the damage toward any of the Renter's obligations under this contract or any claims that Lavender Hills Venue may have for extraordinary cleanup, damages to or destruction of any property located in, on, or around the premises belonging to Lavender Hills as a result of Renter's use of the premises or in any way relating to the event. If extra repair, labor and/or cleanup is required as a result of Renter's use of the facility, Renter agrees to pay for such items at the below agreed upon rates:

- Labor to clean up unnecessary messes such as vomit, spilled alcohol and other liquids, or extra restroom cleanup from Renter's guests' lack of personal responsibility or hygiene. \$100.00/ occurrence, or \$100.00/hour, whichever is more.
- Damage to the facility in any form will be photographed by Lavender Hills or an agent acting on our behalf and a formal repair/ cleaning cost invoice will be submitted to Rental, with balance due upon receipt.

11. Additional Tent and Other Rentals. An additional tent may be allowed at the sole discretion of the Lavender Hills Venue. Renter is encouraged to consider an additional tent early in planning the event so that adequate time is available to determine size and location.

12. Set Up and Breakdown. Typically setup will occur in the morning of the event and breakdown will occur immediately following after the event. Alternative arrangements may be made at the discretion of Lavender Hills Venue. If Renter arranges for outside vendors to provide linens, decorations, or any other vendor supplied items, Renter must notify Lavender Hills Venue prior to the event. Lavender Hills Venue takes no responsibility for securing said items nor is Lavender Hills Venue responsible for any damage or loss.

Lavender Hills Venue shall provide the premises in a clean condition prior to the event. Renter is required to return the premises to the same clean condition in provided prior to the event. All trash must be collected, and removed to the trash disposal bins by Renter or its caterer. Event trash on the grounds, sidewalks, roadways and lawns (including cigarette butts) must also be cleaned up and placed in designated disposal containers. Lavender Hills Venue is not responsible for checking in, checking out or signing for delivery or pick up of any items brought into or removed from the premises by rental companies hired by Renter. All packing materials and excess materials (such as bubble wrap, boxes, hangers, wrapping paper, etc.) created by deliveries must be removed and disposed of by Renter. Lavender Hills Venue trash receptacles are not to be used for vendor delivery debris. Extra charges may apply if the foregoing terms are not followed. Renter or Approved Caterer is responsible for returning facilities to clean condition. Any excess cleaning will be billed to Renter as provided above. Damage Incidents If, during the course of your event, accidental damage does occur it should be reported immediately to Lavender Hills Venue staff or designated caterer staff so arrangements can be made for quick cleanup and restitution. Damage to any room, space, furnishings, and/or equipment by the

Renter or its guests or vendors will result in appropriate charges based on fair market cost of replacement, repair, additional cleaning, etc.

13. Parking The parking area accommodates approximately 100 cars. If additional parking is needed, please make arrangements with Lavender Hills Venue at least 30 days in advance of the event.

14. "As Is" Condition Renter understands that the property, facilities, equipment, furnishings, and any other stated or implied physical articles are provided in "as is" condition and that no guarantee of a specific condition is provided by Lavender Hills Venue.

15. Unforeseen Events Renter agrees that Lavender Hills Venue and its Board members, employees and agents shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond Lavender Hills Venue's control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements). For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, lightning strikes, etc., Lavender Hills Venue reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises. Cancellations of outdoor site use due to inclement weather will not be considered for refunds. There is a backup power generator system that is supplied.

16. Decorations. Lavender Hills Venue reserves the right of final approval for all decorations brought onto the premises. In particular, for safety reasons, any items capable of creating an unsafe environment will not be allowed (fireworks, sparklers, open flames, sharp objects, etc.). The use of birdseed and blowing bubbles is permitted outside of structures only for wedding reception farewells. Rice, confetti, glitter, pyrotechnics, sparklers and similar items are not permitted anywhere on Lavender Hills Venue's premises. Renter shall remove all decorations without causing damage to Lavender Hills Venue's premises. No items may be hung from or attached to lighting fixtures or electrical outlets and switches. No glitter or foil confetti is allowed on the premises as it is extremely difficult to clean up. Only low tack tape is allowed on floors, walls and ceilings. Ladders may be used for decorating by the Renter. However, Renter and Renter's agents shall not stand on tables or chairs. The use of ladders is at the user's own risk. Any damages caused by securing decorations will be charged to Renter.

17. Alcohol. Lavender Hills Venue does not provide nor does it serve, alcohol for any event. Renter agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations regarding the serving of alcohol. Lavender Hills Venue prohibits the serving of alcohol to minors and the consumption of alcohol by minors. The sobriety of all guests is the responsibility of Renter. Ensuring and maintaining guest safety as it relates to alcohol or otherwise, is also the responsibility of the Renter. Hiring a bartender who is trained to pay attention to the sobriety of your guests is required. Lavender Hills Venue is not responsible for any alcohol related injury that occurs due to Renter's negligence or otherwise. Lavender Hills Venue does not assume liability for alcohol served on-site, nor any alcohol related injury that may occur. Renter assumes any and all liability for alcohol service, consumption and any related injuries that may occur during the Event Dates or as a result of the Event.

18. Music and Entertainment. If Renter's event creates a disturbance due to high noise volume, Lavender Hills Venue's on-site manager has full authority to ask Renter's DJ or live music provider to turn the entertainment volume down and/or off. If repeated disturbances occur, Renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter. Loud music must end by 10:30 PM and is allowed only inside of the buildings. All Guests must exit by 11:15PM

19. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid, void or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

20. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing between Renter and Lavender Hills Venue.

21. Attorney Fees. Lavender Hills Venue and its owners or assigns shall be awarded reasonable attorney's fees together with all reasonable costs and expenses incurred in any action resulting from Renter's material breach of this Agreement. Otherwise, each party will bear its own attorney's fees and its own costs and expenses incurred where any other legal action is commenced or maintained in court, whether in law or in equity, by any party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein outside of the material breach specified above. See Section 5 of agreement.

22. Entire Agreement. This Agreement constitutes the entire Agreement between Renter and Lavender Hills Venue, and supersedes any prior understandings, communications, discussions, representations, agreements, warranties and covenants of any kind whether written or oral, preceding the date of this Agreement. There are no other promises, conditions, understandings, discussions, communications, representations, agreements or warranties, whether oral or written, between Lavender Hills Venue and Renter, except those expressly set forth in this Agreement. Any changes, modifications or amendments to this Agreement must be made in writing and accompanied by a signature or affirmation of understanding and agreement by both Lavender Hills Venue and Renter. Any changes, modifications or amendments agreed upon by Lavender Hills Venue and Renter shall be read in concert with this Agreement and will not terminate or cancel this Agreement. Upon providing written notice to the Renter, Lavender Hills Venue reserves the right to change the terms of this Agreement at its discretion.

23. Assignment. Neither this Agreement, nor any claim arising under this Agreement by Renter, nor any Renter right hereunder will be transferred or assigned without the prior written consent of Lavender Hills Venue. Likewise, the performance of any duties by Renter under this Agreement are nondelegable without the prior written consent of Lavender Hills Venue.

24. Security. Renter(s) are required to provide security for the event dates, that are licensed and insured.

25. Photography. Lavender Hills Venue would like to showcase Renter’s event, through existing social media and story through a photo, video and music montage. Lavender Hills Venue would subsequently post the montage on its website and other social media channels. There is no monetary compensation for this. If Renter chooses to opt-out, please check the following opt-out. All rights to and use of photographs and videos taken by Lavender Hills Venue are the property of Lavender Hills Venue. The Renter also has the right to take photographs and videos.

26. Rights and Access. Lavender Hills Venue, its officers, employees, assigns, or owners may, without any liability to itself, enter any Lavender Hills Venue property or facility area to (i) insure compliance with this Agreement, laws or regulations and (ii) conduct client tours outside of rehearsal, rehearsal dinner, ceremony, and reception times and excluding tours of personal areas.

27. Other. Lavender Hills Venue is not responsible for any items left behind, lost, stolen, damaged or misplaced. Renter’s failure to comply with any provision contained within this Agreement will result in a material breach and cancellation of this Agreement.

We, the undersigned, have read, understand and agree to each provision set forth in this Agreement and have executed this Agreement by affixing our signatures below, on the date set forth below.

RENTER(S) :

Renter(s) Printed Name /Signature / /Date Signed

Wedding Couple First and Last Names (If Applicable)

Renter’s Street Address, City and State Zip Code

Email: Phone:

OWNER(s):

LAVENDER HILLS VENUE:



% David King,

Date: _____ / _____

T: 865-233-6815

admin@lavenderhillsvenue.com