



8555 Rushseba Trail
Rush City, MN 55069
(320) 980-1931

www.creeksidefarmweddingsevents.com

WEDDING AND EVENT CONTRACT

This contract defines the terms and conditions under which Creekside Farm Weddings & Events and _____ & _____ (hereafter referred to as the CLIENT) agree to the CLIENT's use of Creekside Farm Weddings & Events facilities on _____ (event date) from _____ a.m./p.m. until _____ a.m./p.m.

Client Information:

Address: _____

Telephone #: Home: _____ Cell: _____

E-mail Address: _____

Proposed Event _____

Approximate Number of Guests: _____

Bar Service: Yes ____ No ____

Facilities and Services Provided by Creekside Farm Weddings & Events: Creekside Farm Weddings & Events will provide the facilities and services described in this contract on the event date between the designated times noted above. All other services, facilities, and arrangements for services shall be the responsibility of the CLIENT. All electrical cords and equipment provided by the CLIENT must be installed so as not to present a hazard to guests or property.

- Multiple options for outdoor wedding ceremony (weather permitting)
- Barn
- Chairs for outdoor ceremony (you are responsible for setup and takedown)
- Tables and chairs for reception (you are responsible for setup and may not block any exits)
- Wine Barrels
- Gas Fire Pit
- Choice between different wedding arbors
- Parking for guests with reserved spots for handicapped parking
- Indoor restrooms

- Air-conditioning & heat
- Exclusive use of Creekside Farm Weddings & Events grounds
- Burlap table runners
- Projector and screen for slide shows
- Staff member to be present during your event

Use of the Grounds: The creek and bridge are a cherished and beautiful part of the Creekside Farm Weddings & Events property. Under no circumstances should anything be thrown into the creek; it is a federally protected waterway. **Children must be supervised at all times** while on the grounds and all guests must use extreme caution when near the creek and bridge. The barn at Creekside Farm Weddings & Events is a SMOKE-FREE building and a no smoking policy is in effect. Guests are allowed to smoke in designated areas outside the building and cigarette receptacles will be provided. The CLIENT is responsible for takedown of any decorations they provide and clean-up of the barn when the event is over. Guests must exit the grounds by 11:30 p.m. and the property must be cleaned up by 12:30 a.m. following the reception.

Groom's Room/Bridal Suite:

You have the use of these two rooms throughout the morning and early afternoon. 1 Hour prior to your wedding all items must be cleaned out. The rooms will then be cleaned by our staff and the doors will be locked for the remainder of the evening.

I have read and understand this policy. Initial _____

Deposits and Payment Agreements: The total cost for use of Creekside Farm Weddings & Events and its facilities described in this contract is \$_____. This price quote is valid for 30 days. To reserve services on the date requested, Creekside Farm Weddings & Events requires that this contract be signed by both parties and the CLIENT must provide an initial non-refundable deposit to reserve the event date. (50% of the final estimated cost). Final payment is due 6 months prior to the event.

Cancellation Policy: If you cancel within the 6 months prior to the event date, the CLIENT will forfeit 100% of the deposits and payments received. Creekside Farm Weddings & Events shall have the right to terminate this contract if the CLIENT fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply. The client shall not assign or sublease any terms, conditions, or services contained in this contract or any interest therein without the written consent of Creekside Farm Weddings & Events. No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this contract as a third-party beneficiary or otherwise.

I have read and understand the cancellation policy. Initial _____

Damage Deposit: The CLIENT is responsible for providing an additional \$500 damage deposit due at 1 month prior to the event. Creekside Farm Weddings & Events has the right to alter this amount if necessary. The entire damage deposit will be refunded to you within 15 days after your event, unless any guests remain on the property after 12:30 p.m., vandalism, damage to anywhere within the property, buildings, and the surrounding grounds, guests smoke in the barn or there is excessive clean up after your event.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Initial Non-refundable Deposit	\$ _____	At the time of booking
Final Payment	\$ _____	6 Months prior
Damage Deposit	\$ 500.00 _____	30 Days prior
A La Carte Items	\$ _____	30 Days prior

All contracts, notices, payments, additional rental payments, damage deposits, and insurance certificates can be sent to:

Creekside Farm Weddings & Events
8555 Rushseba Trail
Rush City, MN 55069
creeksidefarmweddingsevents@gmail.com

Insurance: A separate insurance rider for comprehensive general liability insurance, including property damage, bodily injury, and death is required for at least 1 million dollars on the CLIENT'S event at Creekside Farm Weddings & Events. If you choose to have alcohol served at your reception, this needs to be stated in the rider; however, please note that the insurance policy is required whether or not alcohol will be served. This insurance policy covers you, as well as Creekside Farm Weddings & Events. The policy must state that the event is at Creekside Farm Weddings & Events, the address of 8555 Rushseba Trail, Rush City, MN 55069, and whether alcohol will be served. A copy of this insurance policy must be submitted to Creekside Farm Weddings & Events at least 30 days prior to the event.

Building Security, Procedures, and Lock-Up: Creekside Farm Weddings & Events does not accept responsibility for damage to or loss of any articles or property left at Creekside Farm Weddings & Events prior to, during, or after the event. Creekside Farm Weddings & Events staff members will lock the building at the end of your event. Items left behind are deemed donated to Creekside Farm Weddings & Events. Creekside Farm Weddings & Events staff has the right to dispose of any unclaimed items. The CLIENT is responsible for advising its guests that Creekside Farm Weddings & Events is not responsible for their property.

Music and Entertainment: All music must end by 11:30 p.m. You may choose any band or DJ you wish. Creekside Farm Weddings & Events reserves the right to shut down any loud or offensive entertainment.

Catering Services: Creekside Farm Weddings & Events uses an exclusive catering/bar service. The CLIENT must select from the A'Britian Catering services (This Little Piggy Catering, Distinctive Catering, Apples 2 Apples Catering) listed on the website for the reception or event referred to in this rental contract. The CLIENT can find links to each of the caterers websites on www.creeksidefarmweddingsevents.com. The CLIENT agrees that any desserts or late night snacks provided will be from a properly licensed facility.
I have read and understand catering requirements. Initial _____

Alcohol: Alcoholic beverages will be purchased and served through our exclusive catering company. There is no alcohol allowed in the parking lot and no outside alcohol may

be brought in. The CLIENT will comply with all alcoholic beverage laws and agrees that neither the CLIENT nor any guests will request, proffer, or serve alcohol to anyone under 21 years or age, that cannot produce proper identification, or that appears intoxicated. The CLIENT agrees to cooperate and assist Creekside Farm Weddings & Events and the bar service in enforcing these laws and policies. Persons who appear to be intoxicated are not permitted to purchase or consume alcoholic beverages. Creekside Farm Weddings and Events and the bar service reserve the right to refuse service to anyone at any time. Alcoholic beverages are not permitted on the dance floor.

I have read and understand the alcohol policy. Initial _____

Advertising: All advertisements, invitations, announcements, or posters must refer to the venue as “Creekside Farm Weddings & Events.” Creekside Farm Weddings & Events must approve the use of its logo.

Unruly Guests: Creekside Farm Weddings & Events reserves the right to remove any person displaying disruptive, threatening, illegal, or objectionable behavior in Creekside Farm Weddings & Events’ sole judgment. Creekside Farm Weddings & Events further reserves the right to promptly cancel the event, in which case all guests must vacate the premises, if Creekside Farm Weddings & Event observes any illegal activity or activity that may result in harm to persons or property.

Prohibited Items: Creekside Farm Weddings & Events prohibits, open flame candles, non approved fireworks & pyrotechnics, fog and smoke machines, gambling, firearms, nails and thumbtacks for barn decorations, and non-service animals. Animals that are part of a ceremony and are approved by Creekside Farm Weddings & Events must be removed from the property following the ceremony.

Force Majeure: Creekside Farm Weddings & Events shall be released of its obligations to perform under this agreement in the event of Acts of God, including flooding, inability to obtain labor and materials or reasonable substitutes for labor and materials, government restrictions, government regulations, violating Creekside Farm Weddings & Events’ rules and guidelines or government controls, judicial orders, enemy hostile government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of Creekside Farm Weddings & Events. Creekside Farm Weddings & Events reserves the right to change the rules as needed to meet public safety requirements, etc.

Indemnification: The CLIENT shall indemnify and hold Creekside Farm Weddings & Events harmless from any claims, demands, losses, liabilities, damages, or expenses, including attorneys’ fees, whether or not a lawsuit is brought, arising directly or indirectly (“Claims”) incurred by Creekside Farm Weddings & Events from the CLIENT’S or their guests’ negligence or intentional misconduct or as a result of breach or failure to comply with the terms of this contract, except for Claims caused by the gross negligence or intentional misconduct of Creekside Farm Weddings & Events.

Limitation of Liability: Creekside Farm Weddings & Events shall not be liable for any indirect, special, consequential, incidental, or punitive damages in connection with this event or contract.

This limitation of liability applies to any claim or cause of action whether based on breach of contract, tort, or any other legal or equitable theory.

Entire Agreement: This contract constitutes the entire agreement between Creekside Farm Weddings & Events and the CLIENT, supersedes any and all previous agreements between the parties, whether oral or written, and becomes binding upon both parties when signed. The contract may not be amended or changed unless executed in writing and signed by both Creekside Farm Weddings & Events and the CLIENT. In the event that a signed writing cannot be obtained for additional services on the event date, express oral consent of additional services must be agreed upon by all parties.

Governing Law: This contract will be construed and interpreted in accordance with the laws of the state of Minnesota without regard to conflicts of laws principles. The parties consent to the exclusive jurisdiction of, and venue in, Chisago County District Court in the State of Minnesota.

Severability: If any term or provision of the contract is found to be void or contrary to law, such term or provision will, but only to the extent necessary to bring the contract within the requirements of law, be deemed to be severable from the other terms and provisions, and the remainder of the contract will be given effect as if the parties had not included the severed term.

Waiver: No failure of a party to enforce any part of this contract and no delay in exercising any right or remedy hereunder shall affect either party's right to enforce any other part of this contract, and no waiver of a breach of any part of this contract shall waive any succeeding breach of any part of this contract.

The CLIENT:

Creekside Farm Weddings & Events:

Signature: _____

Signature: _____
Tammy or Jerry Scheffer

Date: _____

Title: _____

Date: _____

Exhibit A

The Rules For the Wedding Day

The Barn Doors: Creekside Farm staff are the only people allowed to open and close the barn doors. When opened, they are opened and latched for safety reasons. You may tell us when you would like them open and shut and we would be happy to open and close them for you.

The Fire Pit: Creekside Farm staff will light the fire pit when you would like us to. There must be an adult by the fire pit at all times while children are present. Nothing should be thrown into the fire pit. (cigarettes, paper, etc.)

Alcohol : We don't mind if you enjoy a **beer or glass of wine** while getting ready. **There is no hard alcohol allowed while getting ready**, there are no exceptions to this. All beer & wine must be out of the barn and locked into your vehicle 1 hour before the ceremony. The bar service takes over from there and all alcohol left in the rooms will be cleaned out and thrown away. Absolutely no underage drinking will be tolerated.

Smoking: Guests are welcome to smoke in the front of the barn (east side) on the patio by the fire pit. No smoking allowed under the porch or next to the barn. We have several receptacles for the placement of cigarette/cigar butts.

Children: The farm is a wonderful place for kids to enjoy the day. Children must be attended to at all times by an adult. The staff is not responsible for watching the children.

The Loft: Guests are certainly welcome to enjoy the view from the loft. Children are also welcome in the loft but must be accompanied by an adult at all times.

Groom's Room: The grooms room is for the groom and his men. It is not for the children. The room must be cleaned up and everything out and in your vehicles or the closet downstairs by ceremony time. It will remain locked for the reception. We hope you love our barn as much as we do and would love it if you please refrain from smoking cigarettes/cigars or anything else on the balcony as it and the entire barn is made of wood. I know no one thinks they are going to start a fire, but accidents happen.

Bride's Room: The bride's room is for the bride and her ladies. There are "Glam Co" lights to use, light up mirrors in the closet and the Bose Sound Link on the vanity. Curling irons must be on a silicone or rubber mat to protect the wood vanity. The bride's room will need to be cleaned up and everything out before the ceremony. This will remain locked during the reception. You can leave items in the closet adjacent to the brides room. If you would like something specific locked up all you have to do is ask us.

Candles: There is no open flame of any kind allowed in the barn. LED candles are a wonderful replacement for the open flame.

Decorating: Go for it! Do as much or as little as you'd like. No pounding nails and using thumb tacks. You may hang decor in the trees but make sure to take it down. If you use flower pedals you must pick them up after the ceremony.

Tables & Chairs: You are responsible for setting up the tables and chairs how you'd like them. Our staff will take out some tables and chairs if needed for you to create a dance floor. Let us know how many tables and chairs to be removed and where you would like the dance floor. You need to assign someone to take the decor from the tables prior to removing them.

Dance Floor: We understand people get caught up in the fun and just take their drink with them to the dance floor, we ask that you please refrain from this and on your way to bust a move just set your drink on a nearby table and dance like no-one is watching.

Clean up: At the end of the night (after an incredibly amazing day), it will be clean up time. You will be responsible for taking all of your decorations down and cleaning up all the stuff that was brought in. Please assign people to help with this. Please check closets, cabinets etc. before leaving. The Creekside Farm staff will wipe tables, put up chairs and clean the floors.

Signature_____

Creekside Farm
