**VENUE AGREEMENT**

This Venue Agreement (“Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Laughing Hen Silos (the “Venue”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Clients”) (collectively the “Party” or “Parties”). The Clients represent that they desire to hold a special event or wedding (the “Event”) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ at the Venue as more particularly described in the attached Event Information Sheet. Therefore, the Parties agree as follows:

1. **VENUE RENTAL FEE(S):**

The Clients agree to pay a non­refundable retainer of $2,500.00. This payment is for the use of the venue for the specified date of the Event and is payable at the time of contract signature. The retainer also represents the first payment for this Event. In the event of a cancellation by Clients of this Event within 7 days of the Event, this deposit will be non­refundable. If for any reason Venue is unable to fulfill its contractual obligation under this contract, the entire deposit will be returned with no further penalties or liabilities.

The remainder of the Event costs will be due 7 days prior to the Event. Failure to make timely payments may result in the cancellation of your event and the forfeiture of all amounts paid to date. Time is of the essence as to payments. All payments made to Venue are non­refundable.

1. **EVENT FACILITIES**

The Venue shall provide the use of the following facilities from 8:00 AM to 11:00 PM on the day of the Event. In addition, the Venue will meet with the bride or bride’s representative up to four times (at one meeting, pictures may be taken but the Clients cannot utilize the silos at the meetings or for pictures without written consent from the Venue):

1. The barn along with outside area for the ceremony;
2. Two silos for Friday and Saturday from 3:00 PM on Friday until 12:00 PM on Sunday;
3. Two Port-a-Johns to be used on the date of the Event; and
4. A prep area with refrigerator, sink and prep area.
5. **CLIENT RESPOBNSIBILITIES**

Clients will retain the use of a wedding planner who will coordinate with the Venue. The Clients shall retain at least one security guard who will be in attendance from two hours before Event is scheduled to start until all guests have left the Venue. The Client will contract with a bartender and will supply the Venue with the license of the bartender one week prior to the Event. One bartender will be required for every 50 guests unless the beverages are limited to beer and wine in which case only one bartender shall be required for the Event. Clients must provide the sound system and all catering services. Catering for the Event must be selected from the caterers listed on Exhibit A or approved in advance by the Venue.

1. **DEPOSIT AND CLEANUP:**

A refundable damage deposit of $1,000.00 is due 7 days prior to the Event, to be paid by separate check or money order, returnable to Clients up to two (2) weeks after the Event date, once the property has been inspected for any damage from the event. Any repairs or replacements needed as a result of the Event will be first deducted from the deposit. Damages exceeding the damage deposit will be the responsibility of the Clients.

**5. DATE CHANGES:**

Events may be rescheduled more than 30 days prior to the Event only with all payments transferred to the new date minus a $500.00 rescheduling fee due at the time of rescheduling. Events that are rescheduled six months prior to the event or less will be considered a cancellation and all payments will be forfeited.

**6. CLIENTS’ CANCELLATIONS:**

In the event of a cancellation by Clients within 30 days of the Event, all payments made to Venue are non-refundable.

**7. UNFORESEEN EVENTS:**

Clients cannot hold the Venue responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the Event from taking place as scheduled, Venue will allow for the Event to be rescheduled, pending availability, with no penalty. Last minute cancellations of outdoor site due to inclement weather will not be considered for refunds.

**8. RULES AND REGULATIONS:**

The following is a list of rules and regulations to be upheld by Clients, which includes all Event planners, coordinators and vendors who are involved in the planning and execution of the Event on the premises of Venue. Failure to adhere to the following rules will result in a deduction from the damage and cleanup deposit described in Section 4 of this Agreement.

• Event Ending Time: All events must end by 10:59 PM but music must end by 10:00 PM; clean up must end by 12:00 AM.

• Decorations: All decorations must be removed without leaving damages. Be kind and leave the property as you found it. If lit candles are used, we ask that you provide a glass base for each candle.

• Natural flower petals only may be used.

• No silly string or other similar products are allowed on site.

• Furniture should not be removed from any rooms.

• All items moved from porches, deck and grounds must be returned to their original locations.

• Placements of tables, tents, live music, catering equipment etc. must be approved by Venue prior to the Event.

• Children are not permitted to wander the grounds unsupervised.

**9. FOOD AND CATERING:**

If the Event is catered, your catering company is responsible for the set­up, break­down, and clean­up of the catered site. Please allow appropriate time for break­down and clean­up. All event trash must be disposed of in the designated areas at the conclusion of the Event. All vendors (florists, bakers, musicians, rental company, etc.) must adhere to the terms of our guidelines, and it is the Clients’ responsibility to share these guidelines with them.

**10. ALCOHOL**

The Clients acknowledge, as the host of a private party, it is your responsibility to follow all state and local rules and regulations as to the proper and lawful consumption of alcoholic beverages at the Venue during the duration of the Event described in this contract. Clients agree and warrant that there shall be no consumption of alcohol by personas under the age of 21. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person or persons. The Clients agree to fully cooperate and assist the Venue and its agents in enforcing the laws of the State of Texas and the policies of the Venue regarding the consumption of alcoholic beverages. The Venue may ask guests for identification to verify age and reserves the right to ask to the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises. If alcohol is to be sold at the Event, Clients must obtain, and show proof of, a temporary liquor license thirty (30) days prior to Event date.

Upon signing this Agreement Clients agree to indemnify and hold harmless the Venue and its employees from any damages, costs or expenses, including reasonable attorney fees, which may arise for any reason in connection with the Event, including without limitation (i) claims of guests for accidental injury; or (ii) claim arising in connection or related to the consumption of alcoholic beverages by the Clients and any of their guests.

**11. COURTESY PROTOCOL:**

The Venue reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises.

**12. LIABILITY:**

The Clients agree to indemnify and hold the Venue, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property, on or about the Venue, or to the property itself resulting from any act done, or omission by or through the Clients, their agents, contractors, employees, invitees, or any person on the premises of the Venue by reason of Clients’ use or occupancy thereof. These may include, but are not limited to, accident, injury or damage to property arising from any act of the Clients or Clients’ guest(s), whether intentional or negligent, which occur during use. Clients agree to pay all costs and attorney fees incurred by the Venue, its owner and representatives in defending any such claim or action brought against the owner and representatives.

**13. JURISDICTION AND VENUE:**

This Agreement shall be construed according to the laws of the State of Texas. Clients acknowledge that this Agreement was entered into in Fayette County, Texas and that this Agreement will be performed in Texas, and that the proper venue for any legal action related to this Agreement is exclusively in a federal or state court of competent jurisdiction located in Fayette County, Texas.

**14. AMENDMENT:**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**15**. **ADDENDUM:**

The Addendum attached hereto shall be incorporated herein and is considered a part of this Contract.

**16. AGREEMENT BY SIGNATURE**

The signatures below indicate the agreement of the Parties to all terms and conditions stated herein.

**Venue Clients**

By: By:

Name: Name:

Title: Title:

Signature Date: Signature Date:

By:

Name:

Title:

Signature Date:

**EXHIBIT A**

**List of Approved Caterers**

**Wedding Venue Addendum**

Group Name:

Wedding Day:

Estimated number of guests:

Laughing Hens Silos (the “Venue”) accommodates up to 100 guests, but please visit the venue to ensure there will be adequate space for your desired activities.

**Contact Information**

Bride:

Bride's Contact Information:

Bride's Phone Number:

Bride's Email Address:

Groom:

Groom's Contact Information:

Groom's Phone Number:

Groom's Email Address:

Name of Official Point of Contact (can be bride, groom, trusted relative, or event planner):

Contact's Phone Number:

Contact's Email Address:

**Final Payment and Damage Deposit**

Final payment in full will be due seven days prior to the Wedding Day. At that time, a refundable damage deposit of $1,000.00 will also be due, as well as proof of wedding liability insurance seven days prior to the Event. If the conditions set forth in this Paragraph are not met the Event shall be cancelled and the retainer shall be forfeited in full. The damage deposit will be returned to the couple within two (2) weeks of the event once the property has been inspected for any potential damage during the event. If excessive cleaning is required a percentage of the damage deposit may be returned.

Please initial to verify your agreement to the following terms:

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| --- | --- |
|  | We understand that we are responsible for the actions of ourselves and our guests while attending our event at the Venue and that we have agreed to indemnify and hold the Venue harmless from all claims made against the Venue or its owners by any party related to the Event. |
|  | We will obtain wedding liability insurance and provide proof of that insurance no later than seven days prior to the Event Day. |
|  | We are responsible for scheduling a caterer or providing our own food service and will return the venue to the condition in which it was found. If not left clean and in the condition it was found prior to the event, we understand we will be charged an additional cleaning fee in an amount determined by the Venue. |
|  | We understand that the Venue is a smoke-free and marijuana-free property and does not permit smoking of any kind inside or outside the building. If there is evidence of any smoking inside the building, there will be a $500.00 cleaning fee charged. |
|  | We understand we may only use non-damaging hooks such as Command Hooks to suspend décor. No tacks, nails or screws are permitted on walls or columns. |
|  | We understand the use of candles is allowed, but they must be contained in glass holders with the flame staying below the top of the glass. |
|  | We understand that we must choose a biodegradable, natural product for the flower girl and the newlyweds’ farewell. |
|  | We understand we are not to remove or move any rocks from the landscaping, and that the bench seating at the ceremony site must not be moved. |
|  | We understand that any damages to the property and/or equipment will result in an additional charge which will be deducted from the damage deposit and/or added to the final bill. |
|  | The Venue does not provide or sell alcohol. We may bring our own wine, beer, cocktails, and signature drinks to serve at our event. We understand that alcohol must be served by bartenders as provided in the contract. Wedding guests are not permitted to bring in or consume their own alcohol. |
|  | We understand that we are responsible to ensure the Venue is left in the same condition in which it was found. All decorations and props will be removed at the end of our booking period. All trash will need to be bagged in the trash bags provided. Any excessive cleaning required will result in an additional cleaning fee. |
|  | We understand that we will meet with representatives of the Venue, as well as provide a designated representative for a pre-wedding walk-through and a post-wedding walk-through to discuss any questions which might arise before, during, or after the Event. Time and date for these walk-throughs will be set no later than seven days prior to the Wedding Day. |
|  | We understand that our personal dogs are allowed at the venue for our wedding day, as long as they are leashed and not left unattended. We understand that no guests are allowed to bring their pets. Pets must be on a leash and are not allowed in silos. We understand that there is a non-refundable $150 pet fee. We understand that failure to notify the Venue that we will have our dog will result in a $500 charge. |
|  | We understand we are responsible for children and minors attending our wedding. We will provide a babysitter or other adult to be with children at all times, especially outdoors for their safety. Children have access to the patio and grass outdoor area. The ceremony site is off limits. We are responsible for any damage caused by unattended children. |