

Mallard Farm Wedding & Events, LLC

P.O. Box 940

Decatur, AL 35602

(256) 353-2388 or (256) 318-1120

Facility Rental Agreement Contract

This rental agreement constitutes a contract between the parties and each signer represents that they have the full authority to bind their organization or themselves and will assume full personal responsibility in the event that this authority is not valid or has not been formally granted.

This rental agreement, made and entered at Decatur, Alabama, this _____ day of _____, 2015.

This rental agreement is made between:

Rented by: (lessee) _____
Rented on behalf of: _____
Address: _____
City, State, Zip _____
Contact Phone #: _____
Email address: _____
Type of event: _____
Date requested: _____

And: (lessor) Mallard Farm Weddings & Events, LLC

- INDEMNITY AND RELEASE: In consideration of the undersigned's (lessee) desire to lease the facilities from Mallard Farm Weddings & Events, LLC, and for other good and valuable consideration, the undersigned does hereby release, indemnify, and forever discharge Mallard Farm Weddings & Events, LLC, Mallard Stables, LLC, Mallard Farm, LLC, and all owners, from any and all claims, third party claims, demands, suits, rights, actions, causes of actions, administrative claims from any and all expenses, costs, losses, damages, attorney's fees, or any obligation of any kind, arising out of or in the connection with any and every occurrence, related to or in any way connected with any and all of the services, equipment or facilities provided by Mallard Farm Weddings & Events, LLC.
• PROPERTY OF LESSEE: Upon expiration of this agreement, Lessee agrees to promptly remove from the premises all property brought thereon by the lessee, or vendors of lessee and lessee agrees that Mallard Farm Weddings & Events, LLC shall be in no way responsible for property not so removed. Lessee recognizes that use of this facility is limited only to the single night event listed in this contract unless so listed in this contract.
• LOSS OF PREMISES: In the event said premises shall be destroyed or rendered unusable for the intended purpose, by any act outside its control, or if any information submitted for the use of said facility is determined to be false, it shall be the option of either party to render this contract null and void and any deposit paid shall then be refunded. If such occurs, Mallard Farm Weddings & Events, LLC will have no liability on account of such cancellation or unavailability of the use of its facility other than any amounts prepaid for such use.
• DAMAGES: Lessee agrees to be responsible for the action and property of its guests and vendors at all times. Lessee agrees to be held responsible for any and all damage to the premises and landscaping during the term of this agreement and agrees to reimburse Mallard Farm Weddings & Events, LLC for the cost of repair or replacement of damaged item(s). Lessee recognizes that any repairs needed shall be deemed time sensitive due to the future bookings and the cost thereof might reflect such timing.
• MUSIC: At no time will music be allowed to constitute a nuisance to the public or surrounding neighborhood or be allowed to violate any noise ordinance, and the lessee remains fully responsible for such compliance. Any music deemed to be in violation of noise ordinance or infringes on the enjoyment of the neighborhood may be terminated at the sole discretion of the lessor without any recourse by lessee. All music must end by 9:00 p.m.
• FACILITY HOURS OF OPERATION: Mallard Farm Weddings & Events, LLC is located in the middle of several residential communities. Due to our desire to be the best neighbor possible, all events must conclude by 10:00 p.m.
• ALCOHOLIC BEVERAGES: Mallard Farm Weddings & Events, LLC does not allow alcoholic beverages at any time. Lessee agrees to hold lessor harmless for all penalties, fines or expenses related to the enforcement of this item and also indemnifies lessor / owner for any and all penalties, fines or costs associated with such use or distribution by lessee or any party participant. This policy can not be changed or altered by any conversation and any change thereof must be in writing and signed by lessor.
• OUTSIDE VENDORS: Mallard Farm Weddings & Events, LLC is not responsible for any outside vendor used by Lessee. Lessee agrees to defend, indemnify, and hold harmless Mallard Farm Weddings & Events, LLC, Mallard Stables, LLC, Mallard Farm, LLC, its officers, directors, owners, employees, agents, and contractors from and against such claims, demands, suits damages, liability, costs and expenses incurred in connection with any such occurrence, whether loss, damage, injury, death or other liability, or by reason of the breach of this Rental Contract, or by reason of any breach by lessee of its contract with a caterer or provider of music for event.
• SUPERVISION OF EVENT: Lessee agrees that adult supervision will be maintained at said event at all times during the term of this agreement. Lessee recognizes the dangers of open pond, as well as livestock in pastures. Lessee understands that pastures are off limits to all participants at all times and will take all necessary precautions to prevent use thereof. Lessee also accepts full responsibility for the safety of any and all water activities and understands that in the absence of this responsibility, any and all water activity is strictly prohibited.
• SAFETY: Lessee agrees to take every precaution in maintaining a safe environment, and specifically agrees to make sure that door track fillers are placed in the tracks to any open barn door. Any injury caused by the absence of such filler will be the sole responsibility of lessee, and will reimburse Mallard Farm Weddings & Events, LLC for any cost associated with any injury at the site.
• NON-SMOKING FACILITY - Lessee recognizes that Mallard Farm Weddings & Events, LLC has a non-smoking policy.
• REFUSAL OF SERVICE: Mallard Farm Weddings & Events, LLC reserves the right to refuse service at its discretion. Should one or more individuals on the premises prove to be a distraction or a threat to other guests, staff, or property, Management reserves the right to have them removed from the premises.
• MEDIA RELEASE: Lessee agrees to give Mallard Farm Weddings & Events, LLC the right to use any image of event at Mallard Farm in any advertising media including, but not limited to, website, facebook, or other social media.
• WHILE THE MANAGEMENT OF MALLARD FARM WEDDINGS & EVENTS, LLC TRIES TO MAINTAIN THE FACILITY IN A MANNER THAT ALL WILL ENJOY, IT IS IMPORTANT TO REMEMBER THAT THE BARN ARE PART OF A WORKING HORSE BUSINESS AND ARE OPEN TO DUST AND DIRT AT ALL TIMES. PLEASE

Signature: (lessee) _____ Date: _____

Signature:(lessor) _____ Date: _____