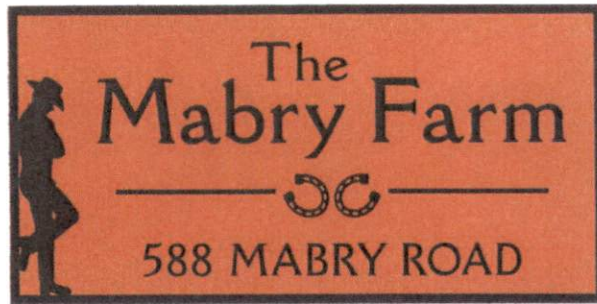




VENUE AGREEMENT AND CONTRACT

VENUE

The venue includes the Farm house and the Barn and barnyard in the rental costs. The rental fee includes use of the event buildings, inside and outside, and/ or any other area of the farm agreed to by the owners in writing prior to the event. Facility hours are from 9:00 am -12:00 midnight daily. All events must end by 11:00 PM. All outside live music or amplified music must end by 10:00 pm. Facility will close at 12:00 midnight so you will have one hour after the event ends to make sure everything has been removed, and everyone has left the premises. Facility will reopen at 8:00 AM the following morning to retrieve any vehicles left overnight. Your event will be scheduled with the hours associated for your event as outlined in the price quote below.

RENTAL TIME FRAME

Rental of the venue is by the hour for one day and by the day for multiple days. Our facility hours are noted above. The facility is not available for use the day or night before your event unless you have rented the facility, or you have been given permission to do so. The rental time period must include set up, breakdown, clean up time for the client and all vendors.

FEES

All rental fees are due prior to your event. Please see the rental fee information below.

CAPACITY

Occupancy of the venue is dependent upon the event planning. Our outdoor space can accommodate very large gatherings. The Farm house has a maximum capacity of 50 people seated with tables and chairs. The venue provides seating and tables for 100 people. The Barnyard and Barn serve as a sheltered Pavilion and Band Stand for the additional activities such as live music and additional seating. There are picnic tables located both at the Farm house and the Barnyard. For larger events, additional seating and tables can be added at additional costs.

PARKING/DRIVEWAY

Parking for all guests shall be in the designated parking area adjacent to the Farm house and Barnyard. There shall be No parking on driveways, paths, or other prohibited areas.. The speed limit on our driveway is not to exceed 15 mph. Do not exceed this limit and DO NOT spin up our driveway. If the driveway and or parking areas are damaged after your event, we reserve the right to withhold your security deposit in full. As noted later in this contract, you are responsible for the behavior of your guests.

VENDORS / PERSONAL ITEMS

You, the client/renter may hire any vendor of your choice to perform services at the venue. We are not responsible for any rentals and or personal items left overnight. Due to our event schedule, please consult with us before scheduling deliveries and pick up time for off-site rented items. You are responsible for set up and breakdown of all rental and personal items. All vendors and personal items must be removed from the venue by 12:00 midnight the day of your rental, unless permission has been obtained, so the venue can be cleaned and made ready for the next event.

CATERERS

We recommend that All caterers have valid catering license permits and insurance. Caterers are responsible for providing preparation tools such as: paper towels, China, crystal, eating utensils, tablecloths, etc. A refrigerator and sink are provided for your convenience in the kitchen in the Farm house. Under no circumstances will cooking be permitted inside the building. You may use the stove, microwave and oven to warm up foods prior to serving. Caterers must clean the kitchen area and leave it as they found it after the event. The caterer is responsible for removing all trash. In some cases, you may be required to provide us (The Mabry Farm LLC.) with a copy of ***Certificate Of Liability Insurance naming The Mabry Farm as an additional insured at least 30 days prior to your event and this will also cover the waiver for any food related issues.***

GUESTS

You, the client, are responsible for the behavior of your guests. You and your guests should conduct yourselves in a responsible manner at all times. We reserve the right to ask any guest whose conduct is deemed to be disorderly to leave the premises. ***Children must be supervised at all times. Children under 16 are not allowed in the loft without adult supervision.***

EVENT PLANNER/WEDDING COORDINATOR

We ask that you designate one individual as your Event Planner / Wedding Coordinator who will be the sole individual responsible for contacting the Owners or Representative of The Mabry Farm LLC for any and all concerns, issues and or problems during your event. This policy will alleviate the potential for miscommunications. We also highly suggest that you have your event Planner/Coordinator read this rental agreement in full so that he/she has a clear understanding

as to the responsibilities of both the VENUE OWNERS and you the CLIENT/RENTER of the facility.

INSURANCE COVERAGE

For hourly events and events with fewer than 70 people, we only require that you provide a copy of your homeowner insurance policy with coverage. Insurance will vary based upon event plans. For daily events with more than 70 people and alcohol, you must obtain a TULIP (Tenants and Users Liability Insurance event Policy) in the amount of at least \$1,000,000 per occurrence/2,000,000 dollar aggregate to cover any claims for injury, death and or property damage for your event. We can provide you with an agent's information to easily set this up (unless you choose to obtain the coverage elsewhere). You must provide a certificate of insurance naming The Mabry Farm LLC as an additional insured to us prior to your event.

Recommendation: Ashley Gilliam NC Farm Bureau Insurance 919-639-3568

Other sources online: Event planner insurance

TABLES, CHAIRS AND DECORATIONS

The Client/Renter /Event Planner or Coordinator are responsible for the arrangement of tables and chairs for your event. The Mabry Farm provides chairs and folding tables: 10 picnic tables and 10 tables/ 150 chairs included with rental.

The Client/Renter /Event Planner or anyone associated with or being part of your event is Not permitted or allowed to put any nails in any walls, ceilings, poles etc. anywhere inside or outside of the venue without permission from owners. **No One** is permitted or allowed to make any permanent holes or damage to the walls, ceilings, poles, etc. anywhere inside or outside of the building.

All decorations must be displayed using tactics that will not leave any damage to any part of the venue both inside and outside. Any deep scratches or damages made to the floor or walls by you, your family, your guest or any vendor you hire for negligence in moving barrels and or furniture will result in forfeiture of your security deposit.

ALCOHOL

If alcohol is permitted, provided and or served at your event, the venue only allows celebrations in which the guest of honor is 21 years of age and above. For example, the guest of honor at a birthday party must be 21 years of age or older to be served alcoholic beverages and also both people who are set to be married at a wedding must be 21 years of age or older. -- This stipulation is enforced regardless of who actually rents the facility. If this policy is not upheld, we reserve the right to cancel the event or stop the event immediately upon realizing this provision of this contract has not been upheld.

If you intend to have alcoholic beverages served during your event you must provide The Mabry Farm LLC. with a Host Liquor Liability Certificate of Insurance for the amount coverage of \$1,000,000 and a Limited Special Occasion Permit from the ABC Commission. Alcohol consumption in the parking lot is strictly prohibited.

Any and all liabilities arising from the consumption of alcohol on the premises are the responsibility of you, **the Client /Renter.** You, the **Client/Renter**, are also responsible to ensure that any alcoholic beverages will only be consumed by those persons of legal age as defined by the law of the state of North Carolina. If we find any underage persons are being served alcohol or are consuming alcohol at your event, we will terminate your event immediately. **If you obtain the Tulip insurance policy noted above through the agency that we suggest it will also contain the host liquor liability coverage needed in the amount of \$1,000,000 per occurrence.** If you choose to get your own legal liability coverage you must provide a certificate of insurance naming **The Mabry Farm LLC as an additional insured for your event.**

We highly encourage the use of a hired licensed bartender to serve your guests.

CLEANING

The Mabry Farm nor anyone on our staff is or will be responsible for providing custodial services or equipment during your event or rental period. The venue is cleaned prior to your rental and you are responsible for any custodial services during your event including taking out the trash and mopping up any spills. The caterer/client is responsible for removing all trash. Also, bathroom amenities are fully provided and stocked with paper towels and toilet paper.

Cleanup services are required after your event and a fee is associated. The Cleaning Fee is quoted below based upon the scope of your event and will be paid prior to release of the security deposit. **Trash should be removed by the renter following the event.** If trash is left there will be a minimum \$75 removal fee. All personal items are to be taken out of the building, all vendor items are removed, and any item that is moved outside is brought back inside clean and free of any debris. Excess cleanup or trash will result in forfeiture of your security deposit.

PETS ON PREMISES

If you choose to bring pets or let guests bring pets to your event, they must be controlled on a leash. Pet owners are fully responsible for all actions of their pets including any damages caused and for cleaning up any waste or mess that is made by their pets.

FIRE PIT(s)

The use of the fire pits should be supervised by an adult at all times.. Under No circumstances should you or your guests play in the fire pit(s), throw anything into or out of the fire pit(s). Under no circumstances should any children be permitted to be left unattended near the fire pit(s). Water should be used to ensure all fire is out before departing. Any of these behaviors will result in your security deposit being forfeited.

POND

A pond exists in the front corner of the Mabry Farm surrounded by trees. This area is off limits to everyone. The pond is deep and no adult or child should enter this area of the farm. The owners of the Mabry Farm will **Not** be responsible for any injuries. It is off limits to All guests and vendors.

LOFT

The Farmhouse has a loft with a pool Table and bathroom. A Max of 10 people at a time should be limited to this area of the house. NO children are allowed unsupervised. Stairwell is steep and the Mabry Farm will not be responsible for any injuries or deaths associated with the loft and stairwell.

REFUNDABLE SECURITY DEPOSIT

A refundable security deposit will be added to your total balance and must be remitted to The Mabry Farm LLC prior to your event date. If the premises are not damaged during your event and requirements of this contract are met, your security deposit will be fully refunded via a check or venmo within 7 - 10 days after your event. We will retain a partial or the full amount of the security deposit based on damage found to the premises after your event or if proper cleaning and or removal of items are not performed. You, the Client/Renter, further agrees to assume responsibility for the cost of damages above and beyond that of the security deposit. The Mabry Farm, LLC reserves the right to bill the client for cost of damages- repair caused by guests or vendors chosen at The Mabry Farm, LLC discretion.

SECURITY

We reserve the right to require that you obtain hired professional security for your event. It will be the renter's responsibility to pay for security personnel. Security staff shall be provided through the Harnett County Sheriff's Office. You are responsible for contacting the HCSO to make arrangements if required.

CANCELLATION POLICY

If for some reason you must cancel your event, the cancellation request should be submitted in writing. (Please note that changing the date of your event is a cancellation) and the cancellation policy may apply, additional fees may be incurred, date availability will be up to the discretion of The Mabry Farm, LLC.

The initial 50% deposit is non-refundable.

We understand that anything can happen but please understand that we cannot waiver any terms of this cancellation policy under any circumstances.

In the event of a government issued order and you are permitted from holding your event, the venue will work with you to reschedule your event up to one year from your original date. No refunds or rental fees will be given, unless you cancel the event and receive refunds via our cancellation policy stated in the above paragraph.

NATURAL DISASTER

If the event building is damaged or destroyed by fire or a weather event and we cannot rebuild prior to your event, we will refund your entire deposit. We will not be held responsible for any expenses incurred by you in planning your event if this occurs.

NON-TRANSFERABILITY

The renter does not have any right to sublease the premises or assign any privileges under this rental agreement and contract to anyone for any purpose.

The Mabry Farm LLC., Owners or any one on our staff will not be held liable for any injuries or death that may occur during your event.

INDEMNITY

Renter will protect and indemnify The Mabry Farm LLC, the employees, officers, and landlord and save it harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, cost and expenses imposed upon, incurred by or asserted against The Mabry Farm LLC. by reason of A. Any accident, injury to or death or loss or damage to property occurring on or about the premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from any act or omission of the Client/Renter or anyone claiming by, through or under Client/Renter; B. Any failure on the part of Client/Renter to perform or comply with any of the terms of this lease or any other agreement affecting the premises, C. The use, occupation, condition, or operation of the premises or any part thereof; or D. Performance of any labor or services or the furnishings of any material or other property in respect of the premises or any part thereof. In case any action, suit proceeding is brought against The Mabry Farm LLC, its owner's, employees, officers, and landlord, by reason of any such occurrence, Client/Renter will at Client/Renter sole expense, resist and defend such action, suit or proceeding, or calls the same to be resisted and defended with counsel acceptable to The Mabry Farm LLC. and its landlord. Notwithstanding the foregoing, Client/Renter shall not be responsible for the gross negligence and willful misconduct of The Mabry Farm LLC its affiliates or its employees: A. Resulting in any accident, injury to or death of persons or loss of or damage to property of occurring on or about the premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and B. With respect to the performance of any labor or services or that furnishings of any materials or other property in respect of the premises or any part thereof.

PROHIBITED ITEMS

The use of fireworks is prohibited. The use of sparklers inside the venue is strictly prohibited. The throwing of confetti is prohibited. Smoking is not permitted inside any part of the facility including vapor. Smokers' receptacles are located all around the outside of the venue for smokers, please remind your guest to be respectful of the property grounds and utilize them properly. Sparklers shall NOT be used.

MISCELLANEOUS

We are not responsible for the weather and how it may affect your event. The venue is located in a rural area. Therefore, we are not responsible for outages or land conditions as a result of weather events, any of nature's pests, and or aromas or sounds that may occur or be present during your event.

You are responsible for making sure all the appropriate lights are on as needed.

ADDRESS

The physical location of the venue is 588 Mabry Road Angier, NC 27501.

I have read this rental agreement in its entirety and fully understand and agree to each term of this rental agreement. I also understand that any part of this contract that is not adhered to can result in a breach of this contract between myself and The Mabry Farm LLC.

Renters Name: The Enchanted Picnic Company/ Kristen Kellar

Address:

Phone: 631-398-1146

Email:

Renter's Signature: _____ Date: _____

The Mabry Farm Representative: _____ Date: _____

Venue Pricing Agreement

Type of Event: Spring Charity Fund Raiser

Date(s) of Event: May 17, 2025 10:00 am to 10:00 pm

Required Refundable Security Deposit: Waived / Provide a valid CC

Name on Card:

Number on Card:

Expiration on Card:

3 digit Security number:

Total Rental Costs: 50% of Profit from Total Revenue

Cleaning Fee: NA

Other Items for Rent: NA

Estimated Total Costs: 50% of Profit from Total Revenue

Renters Signature

Date:

The Mabry Farm Representative Signature

Contact information: Felecia Owen 919-278-8926 themabryfarm@gmail.com
www.themabryfarm.com

For Payments, please use link below to send via Venmo:

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Name on Card:

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Total Rental Costs: 50% of Profit from Total Revenue

Cleaning Fee: NA

Other Items for Rent: NA

Estimated Total Costs: **50% of Profit from Total Revenue**

Renters Signature

Hunter M. Keller

Date:

3/1/25

The Mabry Farm Representative Signature

Felecia Owen *3-1-25*

Contact information: Felecia Owen 919-278-8926 themabryfarm@gmail.com
www.themabryfarm.com

For Payments, please use link below to send via Venmo:



Publica Group
www.publica.com



venmo



venmo