

Burnhead Grazings

61 Hilltop Road
Indiana, PA, 15701
(724) 422-5394
burnheadgrazings.com

Special Events Venue Contract

This Agreement is made effective as of _____ by and between Burnhead Grazings,
Special Events Venue and _____ client(s).

Phone: _____ Address: _____

The CLIENTS represent that they desire to hold a reception on _____ at Burnhead Grazings,
61 Hilltop Road, Indiana, PA, 15701 utilizing the following designated areas:

This does not include any extras at this point but may be added one month prior to the event as an
amendment to this contract.

Therefore, the parties agree as follows:

1) VENUE RENTAL FEES:

(a) The Clients or Representative for the Client(s) agree to pay an initial non-refundable deposit of 50%,
_____. This payment serves to hold the venue for specified date of event or
wedding and is payable at the time of contract signature.

(b) The following are the agreed upon VENUE RENTAL FEES, _____, which include
the balance remaining for the fee (minus the deposit), for the event date of _____ and
additional hour(s) 8 hrs. the day before the event if required and 8 hours the day after to take down and clean
the venue. Refundable damage and security deposit of \$1,000.00 (to be paid by separate check or money
order), returnable to the client(s) up to two weeks after the event has been held once property has been
inspected for any potential damage, or clean up including trash and all food removed from event. If trash &
food is not removed from property before midnight the night of event, a \$500.00 fine will be taken from the
security deposit.

The remaining agreed upon VENUE RENTAL FEES will be due 30-DAYS prior to the date of the event

The agreed upon date of payment will be the following: _____.

Payments may be made via cash, check.

2) DATE CHANGES:

In the event the Client(s) is forced to change the date of the event, every effort will be made by Burnhead
Grazings to transfer reservations to support the new date. The Client agrees that, in the event of a date
change, any expenses including but not limited to, deposits and fees that are non-refundable are the sole
responsibility of the Client(s). The Client(s) further understand that last minute changes can impact the
quality of the event and Burnhead Grazings is not responsible for these compromises in quality.

3) CANCELLATIONS:

In the event of a cancellation of special event, all payments made to date are non-refundable and all outstanding payments will be due immediately.

4) OUTDOOR LOCATION: The Client(s) understand that they and their invited guests will abide by the requirements while on the property of Burnhead Grazings. Burnhead Grazings reserves the right to freely deny service to anyone. Clients agree to hold harmless anyone working for Burnhead or Burnhead Grazings as a whole for any accidents while on the property. Use of facilities is at yours and your guests risk.

5) ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

6) AMENDMENT:

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties. Any additional services must be specified one month prior to the event.

7) SERVER ABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written construed, and enforced as so limited.

8) WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

9) APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of Pennsylvania.

10) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by client(s) which includes all event planners and wedding coordinators and vendors who are involved in the planning and execution of a special event on the premises of Burnhead Grazings.

1) **Barbecues/Grills:** The use of a gas grill does not require a permit.

2) **Candles:** Any use of candles MUST be approved by the facility in writing. All candles must be contained or enclosed in glass. AT NO TIME WILL FLAMES OF ANY TYPE BE PERMITTED IN THE BARN AREA OR WITHIN 10 FEET OF BARN DOORS. The flame must not reach higher than 2 inches below the height of the glass.

3) **Event Ending Time:** All events must end by 11:00 pm in order to allow for clean-up and closure of the site by 12:00 midnight.

4) **Decorations:** Decorations may not be hung from any electric lines. All decorations must be removed without leaving damages the day following the event, unless special arrangements have been made between the client(s) and Burnhead Grazings in writing.

NOTE: The only adhesive material allowed on any surface is drafting tape which will not damage surfaces. No masking, duct, electrical, transparent or double stick tape is permitted. All other decoration must be freestanding. Nails and staples may not be used on the trees.

NOTE: The use of birdseed is permitted only outside for farewells. Rice, confetti, flower petals, balloons, glitter, fog machines, pyrotechnics, sparklers are not permitted inside or outside of facility.

5) **Insurance:** The client shall maintain Commercial General Liability Insurance, including Host Liquor Liability, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name Burnhead Grazings as additional insured, and a certificate of insurance with an endorsement must be provided thirty (30) days prior to the event. (This insurance is separate from and in addition to insurance provided by the caterer, if one is contracted.)

6) **Liquor/Beverages/Illegal Substances:** A licensed bartender must be hired by the clients and be the only one to serve alcoholic beverages. Alcohol may not be served to minors at any time. If the catering staff or the staff of Burnhead Grazings deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises. Illegal Substances will not be tolerated and the event will be terminated if any are found on the property and law enforcement will be called immediately.

7) **Logistical Plans:** Burnhead Grazings must review and approve all proposed logistical plans for the use of the premises a minimum of one month prior to the event.

8) **Music Amplification:** Music is permitted in the reception areas specified and agreed upon above. All music must end by 10:00pm during weekdays and 11:00pm on weekends.

9) **Security:** A security guard will be present for all events. This service is non-negotiable. Cost of the service will be charged to the client.

10) **Smoking:** Burnhead Grazings is a **non-smoking** venue with the following exceptions. Designated areas and ashtrays will be provided and smoking permitted only in the driveway at the main house and at the fire pit by the barn and spring house. **NO SMOKING OR FIRE IN OR AROUND THE BARN.**

11) SIGNATURES:

By: _____ Date: _____

By: _____ Date: _____

Burnhead Grazings Agent:

By: _____ Date: _____