

# Franny's Farm

## Private Event Pricing & Policies

8/24/2015

**FF The Venue.** Franny's Farm hosts a variety of public and private events from team building retreats and workshops, to festivals, weddings, and fundraisers. We offer a chic, organic, working farm on 18 acres of land, complete with serene pond, farm animals, a beautiful modern barn event setting, outdoor ceremony sites, and rustic cabin/camping accommodations. All events onsite require a coordinator selected at the discretion of the client. Franny's Farm offers (but does not specifically require) a recommended coordinator option for the venue.

Franny's Farm offers both eco-cabin rentals and rustic camping options. Upon booking you will have first option to reserve available cabins/camping for your event. The coordinator is required to be onsite during the set-up, proposed event time frame, and clean-up of the event. This coordinator serves as the contact for personnel at Franny's Farm in the event that they need to be reached at any point during the planning process and event.

Your venue fee is determined by the date/time of the event (see venue fee table). The venue fee encompasses the rental of the facility for the specified date/time and does not include staffing for set-up or clean-up. Franny's Farm charges a venue fee plus current applicable tax rate.

**FF Venue Availability.** Events may be booked for a ½ day (4 hours), Full Day (8 hours), or Full Day + Camping. We are also happy to customize a quote for your specific needs. Set-up and Clean-up should be completed within the time frame booked, and additional hours are charged at a standard \$250/hr. If your event runs over or you would like to add on additional time, you may do so, pending availability. We cannot guarantee availability unless booked in advance.

Saturday events require a minimum of "All Day Rental". The following is a chart outlining the venue fees for Franny's Farm. For events with camping, check-out is 11am the following day.

	<b>M-Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>½ Day Rental</b> (4 Hours)	<b>\$400</b>	<b>\$600</b>	<b>N/A</b>	<b>\$400</b>
<b>All Day Rental</b> (8 Hours)	<b>\$600</b>	<b>\$750</b>	<b>\$1500</b>	<b>\$750</b>
<b>Add Eco-Cabin/ Camping</b> (includes 2 cabins and unlimited tent camping, tents not included)	<b>+\$300</b>	<b>+\$500</b>	<b>+\$1000</b>	<b>+\$300</b>

A full day includes 8 hours (run for a standard allotted time of 5 hours plus 2 hours for set-up and 1 hour clean-up, unless overnight camping is specified). A ½ day includes 4 hours (set-up and clean-up should be completed within this time frame). Custom time frames may be discussed. Please let us know your needs. We are happy to create a custom quote to suit them!

**FF Food & Beverage.** Franny’s Farm allows outside catering, and *offers a list of approved caterers for your convenience.* You may hire a caterer outside of the list with the completion of our “Catering Agreement” form and with the receipt of applicable permits from the caterer. Absolutely no food or beverage may be served at the venue unless pre-approved by Franny’s Farm, due to health department regulations.

Franny’s Farm does not provide alcohol at this time. You may provide beer and wine for your event with the purchase of a temporary insurance policy (NC ALE requirement). Alternately, you may have beer, wine, and/or liquor served by a vendor with applicable permits and licenses. This should all be provided to Franny’s Farm in advance and will be included in your final checklist.

**FF Outside Functions.** Franny’s Farm primarily offers outdoor locations for various purposes- weather permitting. With any outdoor event, rain locations should be discussed in the event of inclement weather. Franny’s Farm is not responsible in the event of inclement weather or unpreparedness. In the event of inclement weather Franny’s Farm may be able to offer an alternate rain date at our discretion but this is not guaranteed, and a refund cannot be issued in the event of inclement weather. If you wish to hold any date as a rain date from the time of booking this can be done for an additional, non-refundable fee and should be discussed with your Franny’s Farm rep.

**FF Rental Items.** Franny’s Farm does not offer rental items at this time. Tent, table, chair rentals and other accessories should be secured through your coordinator, and a copy of all rentals should be submitted with your final checklist.

**FF Deposits & Payment Schedule.**

Security Deposit - Upon signing of this pricing and policies agreement, a \$500 security deposit is due by check or credit card (a 3% convenience fee will be applied to credit card payments) which will apply toward any damages to the facility and/or removal of furnishings. A post-event inspection will be conducted immediately following clean-up. After an inspection of the facility, your Security Deposit will be returned via check within 30 days of your event (minus any damage or clean up fees retained, with an explanation of any deposit withheld). A valid credit card is required to be kept on file regardless of payment method.

Venue Fee – Your venue fee is split into two payments for your convenience. The first payment of 50% is due with the security deposit of \$500. The second payment is due 60 days prior to your event. For events arranged less than 60 days in advance of event date, full payment is due with completed contract.

*Please note: Checks may be made out to Franny’s Farm Events. There is a \$30.00 charge for all returned checks. A valid credit card must be kept on file for all events, although cash/check may be used for payments. A 3% convenience fee will apply when using a credit card for any payments.*

## **FF** Terms and Conditions.

### 1. Use of Premises and Grounds

- A. Facility and grounds are only to be used for stated purpose(s). The Barn and the grounds are for use of client and their guests.
- B. Your coordinator should check out and sign off with Franny's Farm staff to expedite the inspection process.
- C. Franny's Farm does allow smoking. However, cigarette damage or litter must be completely removed or a fee will be deducted from security deposit. Designated smoking buckets will be provided around the property.
- D. Do not use nails, tacks, or staples in the walls/woodwork. If tape is used, it must be painter's tape. All decorations and tape must be removed after event.
- E. Pets are not allowed within the building and on the farm except for service animals. Franny's Farm requires animals to be leashed and a signed "Animal Policy" for any service animals. This should be discussed with your Franny's Farm rep and listed on the final checklist.
- F. Candle use must be enclosed with no open flames. Franny's Farm reserves the right to snuff any candles not following this policy.
- G. Contracted Vendors must be listed on your final checklist.
- H. Music cannot be audible beyond the entrance to Franny's Farm. Outside Dance Music (90dba) must cease outside no later than 11:00 p.m. Acoustic music is permitted after this time.
- I. Children must always be supervised.
- J. Dance floors/rentals on the grass must be approved.
- K. If barbecuing, a mat or some sort of protection is required on the brick patio. The gravel parking area is preferred for barbecuing, and required for food trucks.
- L. A list of outside rentals must be submitted prior to the day of the event. If heaters are used, they must be placed on concrete/brick or on plywood to protect the grass.
- M. If fire pit is used, only Franny's Farm staff may tend to the start and maintenance of the fire. In no instance should client or guests attempt to start or stop the fire. This should be discussed ahead of time with your Franny's Farm rep.
- N. On-site Franny's Farm staff monitors event activities and has the authority to enforce contract rules. Franny's Farm staff reserves the right to terminate event if client does not honor contract or local law.

### 2. Set-Up and Breakdown

- A. Set up and breakdown times must fall within the total rental time period plus additional contracted hours. It is the responsibility of the client to remove equipment they have provided within the facility or on the grounds following an event time.
- B. **All activities must end by 12:00 a.m.** It is recommended that at least one hour be allotted for event breakdown.
- C. Your coordinator should check out and sign off with Franny's Farm staff to expedite the inspection process. Notify on-site staff of any damages that may have occurred during the event.
- D. Make sure all rental equipment is stacked on the gravel, not on the grass, and removed from the premises no later than 9:00 AM the following morning. Rental delivery & pick up are coordinated by your Franny's Farm Event Staff.
- E. All decorations and tape must be removed after event.
- F. Clean and return Franny's Farm furnishings and decor to their original positions.
- G. All trash must be removed after an event. Catering is required to remove trash. Franny's Farm can be contracted at \$250 for trash removal in situations such as self-catering or bulk trash

removal.

H. Event trash on the grounds, parking area, and drive (including cigarette butts) must be removed from site and taken to Franny's Farm trash cans.

I. Signs were placed in the neighborhood must be removed immediately following the event.

### 3. Security Deposit; Property Damage

After review by the Franny's Farm coordinator, the Client's \$500.00 security/damage deposit will be refunded within 30 days if there are no damages to the building and its grounds, and if Client has used the facility for the time stated in the contract. Damages, cleaning/and/or additional time costs may be withheld from the security deposit. If damage to Franny's Farm property exceeds the amount of the security/damage deposit, Client agrees to pay for, or replace, any object of Franny's Farm property that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon receipt of notification from Franny's Farm.

### 4. Indemnification and Hold Harmless Agreement

The Client agrees to indemnify and hold Franny's Farm and its owners and representatives 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 of chattels, on or about Franny's Farm, or to the property itself resulting from any act done, or omission by or through the Client, its agents, contractors, employees, invitees, or any person on the premises of Franny's Farm by reason of Client's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Client or Client's guest, whether intentional or negligent, which occur during use. Client agrees to pay all costs and attorney fees to the contrary incurred by Franny's Farm owner and representatives in defending any such claim or action brought against the owner and representatives.

### 5. Personal and Abandoned Property

Franny's Farm and its representatives assume no responsibility for any property placed in the facility or on the premises or any property that is left on the premises after the event is over.

### 6. Cancellation Policy

A. All cancellations must be in writing. Any cancellation should be sent as soon as possible to [franny@frannysfarm.com](mailto:franny@frannysfarm.com), or ATTN Franny, 22 Franny's Farm Rd, Leicester, NC 28748.

B. Cancellations made more than sixty (60) days prior to the event: All fees paid (the initial rental fee) are non-refundable with the exception of the \$500 Security/Damage Deposit.

C. Cancellations made less than sixty (60) days prior to the event: The entire rental fee is nonrefundable with the exception of the \$500 Security/Damage Deposit

D. Franny's Farm may cancel an event due to severe inclement weather, emergency conditions, or events beyond the control of Franny's Farm. In case of cancellation initiated by Franny's Farm, all rental and deposit monies will be refunded.

### 7. Alcohol

A. Client agrees and warrants that there shall be no consumption of alcohol by persons under age 21. Client agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Client shall monitor all service, if any, of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Franny's Farm representative 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.
- B. If alcohol is served at an event, we must receive proof 30 days in advance that you or persons contracted by you have a valid Special Event License from the North Carolina Department of Alcoholic Control. (<http://www.abc.northcarolina.gov/licensing/banquet.htm>)
- C. If beer and wine are served or self/served without the use of a licensed vendor, the client must secure a temporary special event permit from the NC ABC Board. This information is included in the checklist.
- D. Client shall indemnify and hold Franny's Farm harmless from all liability for improper use of alcohol.

8. Agreements

- A. 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.
- B. Amendment: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- C. Severability: 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.
- D. Waiver of Contractual Right: The failure of either part 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.
- E. Applicable Law: This Agreement shall be governed by the laws of Buncombe County in the State of North Carolina.

Contact Information:

<b><i>Event Name:</i></b>	
<b><i>Company Name:</i></b>	
<b><i>Responsible Party:</i></b>	
<b><i>Mailing Address:</i></b>	
<b><i>Phone #(main):</i></b>	
<b><i>Alt. Phone #:</i></b>	
<b><i>Email Address:</i></b>	

***A valid credit card must be held on file to complete your booking, regardless of payment method.***

***Visa MC AMEX Discover***

***Card #:*** \_\_\_\_\_

***Expiration:*** \_\_\_\_\_

***CID:*** \_\_\_\_\_

***Address:*** \_\_\_\_\_

***Acknowledgment***

I (Client) have read and understand the pricing & policies outlined in this document. I wish to secure the date of \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_ at Franny's Farm, between the hours of \_\_\_\_AM/PM and \_\_\_\_AM/PM. I do / do not (choose one) wish to secure an alternate rain date for a non-refundable fee of \$\_\_\_\_. The total venue fee (excluding \$500 refundable security deposit) for this event is \$\_\_\_\_\_.

*Schedule of Payment: Due upon booking = 1/2 Fee + \$500 Security Deposit = \_\_\_\_\_  
The remaining balance of \$ \_\_\_\_\_ is due 60 days prior to your scheduled event on\_\_\_\_\_.*

I agree to follow the payment schedule as outlined in this acknowledgment, and to turn in any necessary documentation to Franny's Farm Events as outlined in this agreement (checklist) 30 days in advance.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

Payment received by: Credit Card / Check / Cash

*Thank you for choosing Franny's Farm for your event! We look forward to hosting!*