



2867 Highway 309 N, Byhalia, MS 38611

901.496.2840 or 901.494.2937

mallardscroft@gmail.com

www.mallardscroft.com

Client Information:

Bride & Groom Name: _____

Address: _____

City: _____ State _____ zip _____

Phone number(s) _____

E-Mail Address _____

Principal Contact person or Event Coordinator

Name: _____

Address: _____

City: _____ State _____ zip _____

Phone number(s) _____

E-Mail Address _____

Function: _____

Date of Event: _____ **Est. # of Guest:** _____

Start time of Event: _____

Arrival time: _____ **Departure time:** _____ No later than 12am

Do you plan on having? Tent NO Tent Alcohol NO Alcohol

Location of Ceremony? Off Site Back of Barn Tree (\$200) Cove (\$200)

Mallard's Croft Rental Agreement

This Venue Rental Agreement ("Agreement") is entered into on _____, between Mallard's Croft located at 2867 MS-309 N, Byhalia, MS 38611 ("Owner"), and _____, whose address is _____ ("Client"). In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

GRANT

Owner hereby grants a limited and revocable license ("License") to the CLIENT for an event located at 2867 MS-309 N, Byhalia, MS 38611 (the "Venue") on the date and hours specified as set forth above in the Agreement Cover Sheet. The Venue includes the barn and surrounding grounds as identified on **Exhibit "A"** attached hereto, along with the following:

- The barn and surrounding grounds from 8am-midnight, **with a total of 5 hours of event time.**
- Onsite parking
- Restroom Facilities
- Prep Kitchen
- Location for Bride to get ready
- Tables 1-48" round, 10- 60" round, and 17- 6' rectangular
- One time set up of tables for Reception
- Two (2) hours total for bridal and/or engagement photo session
- Planning meetings totaling four (4) hours, and
- Two (2) hours for a rehearsal **NOTE: date(s) and time(s) are at the sole discretion of the Owner and are subject to availability of Venue. This does NOT include a rehearsal dinner.**

ADDITIONAL OPTIONS

- A Mallard's Croft Representative is available to help Coordinate the wedding and/or assist in decorating for an additional fee.
- Less Stress packages are available upon request (set up, striking event, coordinating rehearsal, wedding and reception, tables, reception chairs, ceremony chairs, linens, napkins, and other options)
- Rental Items such as: Farm tables, pews, flatware, whiskey barrels, etc.

PAYMENTS

- CLIENT will pay to Owner fees set forth in the Rental Payment Worksheet attached to and incorporated herein as **Exhibit "A"**, for the use of the Venue, and as set forth under the terms and conditions of this Agreement.
- Reservations shall be accepted on a first-come, first-served basis. The CLIENT agrees to pay a non-refundable 50% of the subtotal fee set forth in attached Exhibit "A" as a reservation deposit. The Reservation Deposit serves to hold the Venue for the specified date of the event, and is due and payable at the time of contract signature. **No date is secured or held without a Reservation Deposit.** Checks should be made payable to "Mallard's Croft."
- The CLIENT will pay the balance of the total rent and fees set forth in attached Exhibit "A" 30 days prior to the event.

- An additional Security Deposit of \$500.00 is due 30 days prior to the event. If something is damaged, broken, or extra cleanup is required during the event, Mallard's Croft shall withhold all or a portion of your security deposit. Any fees or damages incurred shall be deducted from the security deposit with any overage billed to the Client. If no damages, the security deposit will be refunded within two weeks after the event.

CANCELLATIONS

- In the event of a cancellation due to no fault of Mallard's Croft, all payments made to date may be refundable with a 90 day notice in writing, except the Non-Refundable Deposit. In the event you must postpone your date, we will allow one (1) reschedule within one year from the original date. We ask you give us that rescheduled date in writing within 30 days of your cancellation. This is subject to management approval and date availability.

RIGHTS AND DUTIES

- Mallard's Croft does not endorse the viewpoints or activities expressed by any CLIENT or participants, or of the policies or beliefs of the organization or individuals using the Venue. The Owner at its sole discretion, may deny the use of the Venue to an applicant if, in its opinion (a) the purpose of the use or activity is illegal; (b) the use presents health or security risks or is potentially hazardous.
- **Liability Insurance is REQUIRED.** A copy of Liability "day of" insurance to be received **NO LATER than 30 days prior to your event.** The policy is to cover all circumstances of the Event. We require that Mallard's Croft/Tom Green, 2867 MS- 309 N, Byhalia, MS 38611, be named as an additional insured. If your home owner's insurance company does not provide this type of coverage you may visit www.wedsafe.com to purchase a policy or use an insurance provider of your choice. If alcoholic beverages are being served you will be required to have a commercial liability policy. The CLIENT shall maintain Commercial General Liability Insurance, including Host Liquor liability, in the amount not less than **\$2,000,000.00** Combined Single Limit for Bodily Injury and Property Damage. Also refer to the "ALCOHOL" section. If NO alcoholic beverages are being served you will be required to have a general liability policy in the amount not less than **\$1,000,000.00** Combined Single Limit for Bodily Injury and Property Damage.
- Client shall indemnify, defend and hold harmless Owner, its management team, its respective affiliates and all of its respective members, and employees from and against all demands, suits, judgements, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, expenses (including Owner's reasonable attorney's fees) arising out of or in any way related to CLIENT's use of the Venue, including claims for loss or damages to any property, or death or injury to any individual.
- **Lost, misplaced, stolen, or damaged items.** Owner shall not be held liable for any items lost, misplaced, stolen, or damaged. The Client is responsible for confirming that no personal items are left in the Venue. Any item left shall be donated to charity or discarded after two weeks.
- **Conduct of Attendees.** The CLIENT assumes full responsibility for the conduct of all persons in attendance and for the damages, loss or liability incurred therein. Mallard's Croft and its owners reserve the rights to refuse patronage and service of any lessee or guest(s) if they do not comply accordingly.

Children and minors must be accompanied by an adult at all times. The CLIENT will be responsible for notifying guest of this policy.

- **Alcoholic Beverages. NO HARD LIQUOR IS ALLOWED. BEER AND WINE ONLY.** Mallard's Croft does not serve any of the alcohol. All drinks must be served by an ABC licensed bartender. You are responsible for making arrangements with the ABC licensed bartender. The CLIENT is accountable for all guests' consumption of alcohol and their conduct.
 - Bar does **NOT** open until after the ceremony
 - Food must be served with alcohol
 - No alcohol is allowed to be brought up to the barn from the House or Cottage One (1) hour before event time
 - Mississippi's lawful minimum age is 21 to consume alcohol, this **MUST** be observed.
 - At no time should the bar be left unattended
 - Guest are prohibited from serving alcohol to themselves or other guests
 - The bar must stop serving alcohol 1 hour before end of event.
- **Security Guard** will be present for all events where alcohol is served. The guard will be present from beginning of the wedding until the last guest leaves. This service is **non-negotiable**. Cost of the service will be charged to the CLIENT in the amount of:
 - 0-150 Guest (1 guard) \$210.00
 - 151-300 Guest (2 guards) \$420.00
- **Vendors.** The CLIENT is responsible for providing the Owner with detailed contact information for each vendor engaged by Client and a copy of every vendor's Certificate of Insurance. A Vendor is defined as anyone engaged by Client to provide one or more services for the event. The Client shall provide a copy of this contract to all Client Vendors: DJ/Band, Floral, Event Planner, Caterer, etc.
- **The CATERER AND/OR CLIENT are responsible for**
 - Food must be catered by a Licensed Vendor. No Exceptions.
 - All leftover food must be removed
 - Set up and breakdown of all tables, chairs, linens and dinnerware for the event associated with the caterer
 - Clean up of the kitchen area and all other areas (including Bar) used by the Client or guests
 - Provide for the event: paper towels and cleaning supplies
 - Provide for the event and its preparation all: kitchen and serving utensils, serving dishes, as well as cooking and storage supplies, and all necessary food related items (i.e. plates, glasses, silverware, linens, etc.)
 - Making sure all trash is removed from inside barn, surrounding grounds and Cottage placed in designated trash bins. This includes busing of tables. We do provide trash bags.
 - Caterer must park their vehicles in the parking lot once vehicles are unloaded.
 - Gas, charcoal grills and open flames for cooking are allowed only in designated locations. Contact the Owner for approval of location.
 - Caterers are responsible for bringing their own electrical cords as needed.

- Ice must be provided by the caterer or Client
- **Music and Sound System**
 - A Band or DJ must provide all electrical equipment and electrical cords needed. This includes but not limited to a PA systems for outdoor ceremonies or events also. The Venue does NOT have any type of sound system.
 - There are three (3) circuits available in the barn area for power
- **Decorations, Equipment & Set up**
 - All deliveries and set up arrangements for an event, including but not limited to tents, tables, chairs, etc. must be approved by the Owner within 15 days prior to event
 - No staples, glue, tape, putty, or other materials that are used for adhering items to the wall surfaces, floors, or ceiling are allowed except for TACK NAILS. If item other than tack nails are used there will be a deduction on your refund of your security deposit.
 - All decorations, signs, and equipment must be pre-approved by Owner
 - **NO glitter, confetti, sprinkles, fireworks or sparklers** are allowed, inside or outside the Venue
 - Client is responsible for getting approval on location and product used for Bride & Groom exit. Again **NO SPARKLERS, FIREWORKS, CONFETTI, OR SPRINKLES**
 - Candles must be approved by Owner. Candles must be contained or enclosed in glass. The flame must not reach higher than two inches below the top of the glass.
 - No digging of holes in the ground are allowed. You are allowed to use stakes to anchor things down. Nothing larger than 1” in diameter.
 - All decorations, food, and floral must be removed by midnight. Rental equipment removal needs to be scheduled with Owner’s staff.
 - No furnishings from the house, cottage, or barn may be moved or transported to a different location unless approved by the Owner’s staff
 - Gates will be locked at night after each event. Cars that are left behind will be charged a \$50.00 gate fee to retrieve their vehicle.
- **Smoking.** Smoking is prohibited in the barn, on porches, in parking lot, in cottage, in House, and surrounding areas. There will be a designated smoking area for the guest. The Client is responsible for enforcing this smoking policy to its guest and vendors (DJ/Band, Caterer and staff, florists, etc.) This will be strictly enforced by the onsite staff and security guard. Receptacles for cigarette butts and ashes shall be provided and must be used. Make sure your guest respect our smoking location.
- **Animals.** Only designated service animals or pets belonging to Mallard’s Croft staff shall be permitted in the Venue or surrounding grounds.

Acknowledgement and Understanding

Performance of this Contract is contingent upon the ability of the venue to perform the obligations described in this Contract and is subject to acts of God, fire, windstorm, flood, explosion, collapse of structure, riot, war, delays or restrictions by governmental bodies, force majeure, or any cause beyond reasonable control of the Venue or the client, which prevents either party from performing its obligations under the Contract.

In the event any party shall bring legal action for the breach of or to enforce this Contract, the substantially prevailing party shall be entitled to reasonable attorney’s fees, expenses and court costs, including those relating to any appeal. The provisions of this section shall survive the expiration or termination of this Contract.

Arbitration

Any dispute arising out of or relating to this Agreement, including the breach, termination of validity thereof, which has not been resolved by mediation shall be finally resolved by arbitration in accordance with the Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator; provide, however, that if one party fails to participate in either the negotiation or mediation as agreed therein, the other party can commence arbitration prior to the expiration of the time periods set forth above. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

The CLIENT hereby acknowledges that he/she has completely read and fully understands the terms of this agreement, and understands that the CLIENT is giving up substantial rights. The CLIENT signs this agreement freely and voluntarily and with sound mind.

Signed this _____ day of _____, 20_____

Signature of CLIENT

Date

Print CLIENT Name

Mallard's Croft Representative

Date

Deposit Amount \$ _____ Form of Payment _____

Balance Due \$ _____ Date Final Payment Due _____

Attachment "A"

Rental Payment Worksheet

Rental Rates

Friday or Sunday \$3,700.00*

Saturday \$4,200.00*

*An outside wedding ceremony is an additional \$200.00 if having it at the Tree or Cove.

TOTAL COST

Rental Rate _____

Other fees _____

SUBTOTAL _____

Reservation Deposit (50% of Subtotal) _____

REMAINING BALANCE

Other Fees (Rentals, Less Stress, etc.) _____

Gratuuity (10%) _____

Security Guard _____

Security Deposit _____ \$500 _____

TOTAL AMOUNT DUE (30 days prior) _____