

EST  2017  
**AURORA FARMS**  
 – WEDDING & EVENT VENUE –

1045 Milford Church Road ♦ Taylors, SC 29687 ♦ 864.663.4182  
[www.AuroraFarmsEventVenue.com](http://www.AuroraFarmsEventVenue.com)

TODAY'S DATE: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_  
 [Circle] Sun Mon Tue Wed Thu Fri Sat

Expected Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
 [Hours: 12:00 p.m. to 10 p.m.; cleanup to be complete by 12 a.m.]

Expected Number of Guests: \_\_\_\_\_  
 [maximum seated capacity: 250]

<b>Renter:</b>	<b>Renter:</b>
<b>Address:</b>	<b>Address:</b>
<b>Cell:</b>	<b>Cell:</b>
<b>Email:</b>	<b>Email:</b>

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Renters") and Aurora Farms, LLC (hereinafter "Aurora Farms" or the "Venue"). Renters shall rent the Venue for the event described above ("the Event") under the following terms:

**Please read carefully to fully understand your responsibilities.**

1. **Rental Rate.** The rental price for the Event described above and throughout this Agreement and Schedules thereto is \$\_\_\_\_\_ ("Rental Fee"), as itemized on the attached Price List. The Renters shall pay to the Venue twenty percent (20%) of the total Rental Fee upon the signing of this Agreement as a deposit ("the Deposit"). The balance of the Rental Fee (80%) shall be due no later than ninety (90) days prior to the Event. If the Event is booked within ninety (90) days of the Event, then the entire Rental Fee (100%) will be due at the time the Agreement is signed. Renters' failure to make final payment ninety (90) days prior to the Event will constitute a default of this Agreement, and services will not be rendered on the day of the Event regardless of the amount previously paid. All such amounts previously paid shall be forfeited by Renters and retained by Aurora Farms.

2. **Payment Plan.** Monthly installments will be required by the 15<sup>th</sup> day of each month beginning the next month after signing (with the required initial 20% due at signing). Monthly payment amounts will be calculated by the remaining balance divided by the number of months until the Event (excluding the final 90 days). The initial 20% Deposit and all subsequent payments are non-refundable. Final payment is due 90 days before the Event, or all monies paid will be forfeited.

3. **Securing an Event Date.** Upon receipt of the Deposit and signed Rental Agreement, the Venue will book and confirm your Event date. Aurora Farms cannot "hold" or guarantee an Event date prior to such confirmation. All Deposits and subsequent payments are non-refundable. Final payment is due 90 days before the Event, or all monies paid will be forfeited.

4. **Term of Event.** Renters shall only have access to and use the Venue from 12:00 p.m. until 12:00 a.m. on the date of the Event for the purpose of hosting the Renters' Event. All music must end no later than 10:00 p.m. on the date of the Event. Renters, guests, and all vendors shall vacate the Venue **no later than 12:00 a.m.** on the date of the Event.

5. **Renters' Responsibility for Damage and Compliance with Policies and Procedures.**

- (a) Renters agree to be completely responsible for any and all damages which may occur, either as the result of accidents or intentional acts of Renters, guests, and/or vendors secured by the Renters. Renters covenant that they and all of their agents, servants, employees, contractors, vendors, guests, and attendees will use due care and diligence in all of their activities and operations at the Venue. Renters hereby agree to defend, indemnify, and hold harmless Aurora Farms and its owners, managers, members, officers, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Parties") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Renters or its agents, servants, employees, contractors, vendors, guests, and attendees. Renters shall pay on behalf of the Indemnified Parties all sums which the Indemnified Parties shall become obligated to pay by reason of the liability, if any, imposed by law upon the Indemnified Parties, including but not limited to damages for bodily injury, including damages for care and loss of service, death at any time resulting from bodily injury, and injury to or destruction of property, including pollution or environmental damage and, including the loss of use thereof, which may be caused by or result from any of the activities, omissions, or operations of Renters or its agents, servants, employees, contractors, vendors, guests, and attendees, and Renters shall pay and satisfy judgments finally establishing the liability of the Indemnified Parties in all actions defended by Renters pursuant to this section. \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)
- (b) Renters warrant that they shall remain ON THE VENUE PREMISES AT ALL TIMES during the Event and shall not access any restricted areas. Likewise, Renters shall cause their guests and vendors to remain ON THE VENUE PREMISES AT ALL TIMES during the Event. \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)
- (c) Renters shall provide to Aurora Farms certificates of insurance and/or bonding for any vendor secured by Renters prior to the Event. Renters assume all liability for damages caused by any and all vendors lacking such certificates of insurance and/or bond. \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)
- (d) Renters shall provide all vendors with a copy of Aurora Farms' policies and will ensure that each vendor complies with such policies. In the event of noncompliance with any of Aurora Farms' policies, Renters shall bear any and all costs of such noncompliance. Aurora Farms reserves the right to end the Event early or cancel the Event, in the event of any noncompliance with such policies. If such event is cancelled or ended early, all monies paid shall be forfeited and retained by Aurora Farms. \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

6. **Personal Property.** Renters shall remove all personal property and other items that were not present at the Venue when Renters gained access to the Venue immediately after the Event, including all food and drinks that may be left in the refrigerator. Unless prior arrangements are made with the Venue, all personal property of the Renters and their vendors must be removed from the Venue's property by 12:00 a.m., or all remaining items will be donated to charity.

7. **Caterers and Kitchen.** Renters are highly encouraged to choose a professional caterer that is fully licensed and insured (with proof of insurance before the Event). Renters assume all liability for damages caused by any and all caterers lacking such certificates of insurance and/or bond. No Propane, butane, or other pressurized tanks are permitted inside the Venue. The kitchen is a full commercial kitchen with a 6-burner range, convection oven, two refrigerators, freezer, ice machine, dishwasher, and warming rack. The kitchen shall be left in the condition it was found (counters wiped, floors swept, refrigerators and freezer cleaned). \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

8. **Service of Liquor and Alcoholic Beverages; Licensed Bartenders.** All guests consuming liquor or alcoholic beverages must be at least twenty-one (21) years of age and may be required to show proper identification. All guests must keep their personal consumption to a moderate level. Guests who are over-intoxicated, passing drinks to minors, or causing problems will be asked to leave immediately. No alcohol consumption is allowed in the parking lot at any time, nor is tailgating allowed. Renters are responsible for ensuring that no one under age is consuming alcohol. Guests are not allowed to take alcohol "to-go."

All alcohol sold (cash bar) at the Venue must be served by licensed bartenders (with proof of insurance provided to the Venue before the Event). Renters assume all liability for damages caused by any and all bartenders lacking such certificates of insurance and/or bond. It is also the policy of the Venue that one hired, uniformed, off-duty Greenville County Sheriff's Office (GCSO) deputy must be present per 125 guests when there is an event or reception where liquor and/or alcohol is served at the Event per the table below:

Number of Guests	Number of Uniformed GCSO Deputies at \$40/hour each
Up to 125	1
126 - 250	2

**Renters are responsible for the fee of the off-duty police officer(s), which shall be added to the Rental Fee.** The bar must close and all consumption of alcohol/liquor must end one half hour prior to the scheduled ending time of the Event. All GCSO officers have the legal authority to escort guests from the property and handle any aggressive incidents as appropriate. This protects Renters and the Venue alike and allows everyone to enjoy your Event and feel safe while doing so. Renters must initial that they have read and understand the Event policy concerning alcohol. \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

9. **Use of Amplified Sound, DJ, or Bands.** Pursuant to Greenville County Ordinance § 15-102, Renters shall be responsible to keep all noise at a level no higher than 70 dB. Renters shall also inform any DJ or band hired by the Renters of the County’s decibel level limit of 70 dB. **This is not negotiable.** If the level is exceeded, the DJ/band will be asked at once by the Venue staff to turn down the volume. If the requests are ignored or if it goes back up, the Renters will be asked to lower the volume. If the requests of the Venue and Renters are ignored, the sound will be turned off. Also, all doors must remain closed during any time the DJ or band is playing in order to keep the noise levels where they should be. All music/amplified sound must cease **no later than 10 p.m.** Family friendly music is appreciated. \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

10. **Conduct on Premises.** For the duration of the Event, Renters and their guests must abide by the Venue’s policies and comply with applicable regulations and laws. Renters are responsible for the actions of guests and for any damages or losses incurred during the Event. Aurora Farms has the right to refuse entry or service to and remove from the premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting Aurora Farms. Aurora Farms reserves the right to exclude or remove any undesirable persons from the Event and premises without liability.

11. **Parking.** Parking at the Venue is free for up to 100 cars, which includes 4 handicapped parking spaces. The Venue must approve parking of any promotional or commercial vehicles outside the Venue in advance. The Venue does not allow parking of radio station promotional vehicles in front of or next to the Venue without prior approval. Parking arrangements for service vehicles such as catering, food trucks, and delivery trucks must be made in advance with the Venue.

12. **Room Setup.** The Venue must approve placement of tent structures or other structures outside the Venue. The Venue assumes no responsibility for damage to or loss of any merchandise or articles left in the Venue before, during, or following your Event. All deliveries of equipment, decorations, and other items must be coordinated with the Venue. Also, all food and trash must be removed by your caterer or set up with us in advance for an additional fee of \$300.00 for us to remove any trash or food items from the Venue. All set up and take down for Venue-owned tables, chairs, linens, and decorations will be taken care of by the Venue.

13. **Equipment.** Rented equipment must be delivered and picked up on the day of the Event, unless you receive prior approval from the Venue.

14. **Decorations.** All decorative materials must be approved by the Venue. No confetti or birdseed OF ANY KIND may be used inside of the Venue (this includes tabletop, thrown, etc.). Bubbles, balloons, and fully contained candles are allowed inside the Venue. No nails, tacks, staples, glue guns, tape, putty or anything that penetrates the walls or ceiling is allowed. The Renters are responsible for cleaning up all decorations, other than those owned by the Venue.

15. **Indemnification.** Renters covenant that they and all of its agents, servants, employees, contractors, vendors, guests, and attendees will use due care and diligence in all of its or their activities and operations at the Venue. Renters hereby agree to defend, indemnify, defend, and hold harmless Aurora Farms and its managers, members, officers, employees, agents, affiliates, successors, and permitted assigns (collectively, the “Indemnified Parties”) from and against all losses, damages, liabilities, deficiencies, actions, judgements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney’s fees and cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions of Renters or its agents, servants, employees, contractors, vendors, guests, and attendees. Renters shall pay on behalf of the Indemnified Parties all sums which the Indemnified Parties shall become obligated to pay by reason of the liability, if any, imposed by law upon the Indemnified Parties, including but not limited to damages for bodily injury, including damages for care and loss of service, death at any time resulting from bodily injury, and injury to or destruction of property, including pollution or environmental damage and, including the loss of use thereof, which may be caused by or result from any of the activities, omissions, or operations of Renters or its agents, servants, employees, contractors, vendors, guests, and attendees, and Renters shall pay and satisfy judgments finally

establishing the liability of the Indemnified Parties in all actions defended by Renters pursuant to this section. \_\_\_\_\_ (Initial)  
\_\_\_\_\_ (Initial)

16. **Events of Default.** The occurrence of any of the events described in this section shall be defined as and shall constitute an “Event of Default” under this Agreement.

- a. Renter fails to timely make any payment according to the requirements of this Agreement.
- b. It becomes known to Aurora Farms or any of its agents that Renter is planning to or does violate one or more of the provisions including herein (including all such provisions relating to alcohol, smoking, and noise) or has authorized a vendor to not comply with any of the Venue policies (listed herein and on [www.aurorafarmseventvenue.com](http://www.aurorafarmseventvenue.com)).

17. **Remedies.** Upon the occurrence of an Event of Default, Aurora Farms may exercise any and all rights and remedies permitted under law or equity and may, by giving not less than ten days’ notice to Renters, terminate this Agreement as of the date and time of termination specified in such notice. The exercise by Aurora Farms of any of such rights and remedies shall be without prejudice to any and all other rights and remedies. In the event Aurora Farms exercises its right to terminate this Agreement, then it is understood that such exercise by Aurora Farms of its right of termination shall not be, or deemed to be, an exercise by Aurora Farms of an election of remedies so as to preclude Aurora Farms from any right to money damages it may have suffered for the period from the effective date of termination through the expiration date of the term of the Agreement currently in effect, and this provision shall survive the termination of this Agreement as aforesaid. Upon notice of such termination, Renters shall forfeit any money previously paid to Aurora Farms, including the deposit, and shall not have any right to use or access the Venue unless otherwise granted by Aurora Farms.

18. **Assignment.** Aurora Farms may assign this Agreement at any time. Renters may not assign this Agreement or sell, transfer, assign, or sublet to a third party all or any portion of its rights hereunder without Aurora Farms’ prior written consent.

19. **Event Security.** Aurora Farms is under no obligation to provide security for the Event. If any security is provided by Aurora Farms, it may be discontinued at any time. Whether or not such security is provided, Renters shall be solely responsible for the protection of its property, and for obtaining insurance with respect thereto. Aurora Farms shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or Renters’ property. Renters hereby release and shall hold Aurora Farms harmless with respect to the same.

20. **Limitation of Liability and Timing of Claims.** IN NO EVENT SHALL AURORA FARMS OR ANY OF ITS MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT AURORA FARMS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL RENTERS’ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO AURORA FARMS PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

21. **Cancellation of Event; Force Majeure.** All payments, deposits and all monies received are NON-REFUNDABLE and a credit will not be given. This contract binds the purchase of a specific date at this Venue and cannot be replaced. A cancellation notice must be received directly from Renters, in writing, in order to relinquish Renters of any remaining balance. Payments that are 30 days past-due will result in the wedding date being placed back on the market, unless other arrangements are made. If Aurora Farms cancels the Event or is delayed or prevented from performing its obligations under this Agreement by reason of (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) failure of subcontractors to perform in timely fashion; (k) loss of water or utilities; or (l) any other cause beyond Aurora Farms’ control, the performance of such obligation shall be excused and Aurora Farms shall not be liable for any expenditure, liability, or loss incurred by Renters. Cancellation by Aurora Farms for any other reason shall entitle Renters to a full refund of all fees paid to Aurora Farms. No refund for cancellation shall be owed to any Renter who withdraws from the Event prior to its cancellation.

22. **Compliance with Local Laws.** At all times when the Venue is open, all exit doors must be unlocked from the inside, and access to exit doors must be unobstructed. The Venue is ADA compliant.

23. **Denial of Service and/or Access.** Although the following occurrences are rare during private Events, we would like you to be aware of our position and policies, for your safety, and for ours:

- a. The Venue reserves the right to deny service of alcohol to any guest reasonably suspected by our staff to be intoxicated.
- b. The Venue reserves the right to deny admittance to any guest we feel may cause harm to himself/herself or others or damage the Venue.
- c. The Venue reserves the right to eject any guest if it can be reasonably determined that guest might cause harm to himself/herself or others, or damage the Venue. Our staff will make such determination. The following actions typically result in eviction from the Venue: (1) offensive, profane, or threatening language to other guests; (2) public drunkenness; (3) fighting or threatening to fight; (4) canvassing, soliciting, and peddling.
- d. The Venue security will conduct a visual inspection of all guests entering the facility. Depending upon the nature of the Event and related circumstances, the Venue may require additional staffing services, and will pass the cost on to you, the Renter.
- e. The Venue is a non-smoking Venue.
- f. The Venue, Aurora Farms, LLC, reserves the right to change, amend or update these policies at any time, without notice. We look forward to working with you to make your Event a successful one.

24. **General Liability Insurance Policy.** Renters are highly encouraged to purchase a general liability policy, such as through [www.wedsafe.com](http://www.wedsafe.com) or [www.progressive.com/special-event-insurance/](http://www.progressive.com/special-event-insurance/). Depending on the size of the Event, the average cost of event insurance is \$100-\$200 and offers peace of mind, as it protects your financial investment, insures most wedding mishaps (including liquor liability), wedding rings, wedding dress, stolen gifts, and vendor deposits if you have to cancel or postpone your event because of unforeseen circumstances. Note that most policies must be purchased at least **two weeks prior** to your event.

25. **Binding Arbitration; Governing Law.** This Agreement is subject to the Federal Arbitration Act (“FAA”), and any disputes arising under this contract shall be subject to binding arbitration conducted pursuant to the FAA. South Carolina law shall govern any disputes arising related to this agreement.

26. **No Smoking.** Absolutely NO SMOKING or vaping anywhere inside the building and absolutely no illegal substances of any kind are allowed anywhere on the premises.

27. **Entire Agreement.** Renters have read, signed, and understand this Rental Agreement. The parties agree that all of the terms and conditions are contained herein and that any modification shall be in writing. Aurora Farms must execute the Agreement prior to it being in effect and will provide an executed copy to the Renters.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AURORA FARMS, LLC

RENTERS:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

(PRICE LIST)

Rental Rate / Package \_\_\_\_\_: \$ \_\_\_\_\_

[All packages include rehearsal (subject to other bookings), white linens, chairs, tables (72" round and/or 96" long), set-up]

A la cart:

- Full day before for rehearsal/ rehearsal dinner/decorating: \$1,000.00 (this offer in conjunction with wedding day only)
Clean-up: \$ 300.00
Linen tablecloths (all white): \$ 18.00 x \_\_\_ tables (guest/food/drink/gift tables)
Linen napkins (all white): \$ .50 x \_\_\_ people
China (5-piece place settings): \$ 2.50 x \_\_\_ people (or 50 cents per piece)
Stemware (mismatched): \$ .50 x \_\_\_ people
Flatware (mismatched): \$ .50 x \_\_\_ people

ALSO OFFERED IF CATERER DOES NOT PROVIDE [minimum 1 week's notice to have in stock!]

- Premium disposable plates (sm & lg set) \$ .75 x \_\_\_ people
Premium disposable utensils \$ .40 x \_\_\_ people
Premium disposable cups \$ .40 x \_\_\_ people
Premium disposable napkins \$ .20 x \_\_\_ people or ALL for \$1.75 x \_\_\_ people

Off -duty Police Officer(s) \$ 40.00 / hour x \_\_\_ officer(s) (3 hours each) \$ \_\_\_\_\_
(1 required for up to 125 guests; 2 required for 125-250 guests)

A la cart TOTAL:

Please choose TWO:

- I plan to use the Venue baker: Ashleigh Howard / Baking by Ashleigh (Cell: 864.704.9469) \$ \_\_\_\_\_
I have my own baker
I plan to use the Venue photographer: Holly Goshorn / H.G. Photography (Cell: 864.704.9470) \$ \_\_\_\_\_
I have my own photographer

TOTAL RENTAL PRICE \$ \_\_\_\_\_

20% DEPOSIT DUE @ SIGNING \$ \_\_\_\_\_

BALANCE DUE \$ \_\_\_\_\_

Remaining Balance Due Within 90 DAYS of Event or ON OR BEFORE \_\_\_\_\_ (Date)

