



This agreement is made on May 9, 2021 between **The Farm at West Prong Acres**, hereafter "Venue," and _____, hereafter "Patron".

The Venue agrees to provide the patron with access to The Farm at 1430 Roberts Rd, Newport 28570 from _____. The Couple will pay _____ for the reservation of the venue, which will include:

- 40×60 2 story Authentic Timber Frame Barn Venue with vaulted ceilings upstairs
- Attached Room with Refrigerator/Freezer Combo and ample counter space for catering service
- Use of The Farms Driftwood Arbor or Wood Beam Arbor (or both)
- Wood stove/Propane heater/baseboard heaters
- Fire pit (wood provided)
- Indoor and Outdoor options for Ceremony/Reception locations
- Indoor option seats up to 75 guest comfortably
- Service tables (buffet, gift, cake, etc...)
- Whiskey Barrel
- Cupcake stands
- Custom Budweiser Dry Bar for cocktail hour or reception
- 1926 Chevy Coupe for photo ops
- Access to property by appointment for Engagement/Bridal Portrait Photoshoots
- Power fans and 2 portable ac units for airflow & cooling
- Ample Parking for guests somebody from The Farm will direct parking and shuttle guests if needed
- Trash receptacles
- Access to wedding decor
- Corn hole/Ring Toss game
- Sound System with Bluetooth Receiver and WIFI

Patron is responsible for:

- Set up and take down of all decorations: **{arbors, streamers, lanterns, lights,..}**
- Set up and take down of all Tables/Chairs:
- Settings: **{plates, cups, flatware, linens, tablecloths}**,
- Audiovisual: **{speakers, cables, microphones, projectors, screens}**,
- On-Site Coordinator:
- Caterers
- Florists
- Cake/Cupcakes
- Facilities

Clean up:The Patron is responsible for clean-up and take-down after the event.

All clean-up must be finished by **the time written on the contract**. Overtime will be deducted from the cleaning deposit check at the regular venue rental rate of \$125/hour.

The patron is responsible for acquiring day-of liability insurance naming the Venue as recipient for damages.

Deposits: A signed agreement and deposit equal to one-half the total rental amount is due no later than fourteen (14) days after the time of booking and is required to secure a date. Failure to submit a signed agreement and deposit by the due date will result in the cancellation of your reservation. All deposits are non-refundable. Cash, check, money order are all acceptable forms of payment. The deposit is applied towards payment of your final bill. Credit cards are accepted with a 2.9% processing fee.

Damage and Loss: A damage/cleaning deposit check of \$500 is required to be paid prior to the event date. The damage deposit check will be voided/shredded following the event; provided no damage is found and excessive clean-up is not required. The Farm at West Prong Acres will not be liable for damage too, or loss of any merchandise displayed or left anywhere on the premises. Patron agrees to be responsible for any damages done to the premises during the period of time the patron, his guests, invitees, employees, independent contractors or other agents, who are under the patron's control, or the control of any independent contractor, are at The Farm. A security deposit will be billed for any damage of any kind, theft from property or any unlawful or unwanted materials brought onto The Farm property.

Set-Up & Tear-Down: Patron is responsible for all setup and teardown of decorations. This includes centerpieces, table favors, place cards, candy/dessert bars and so on. The Farm at West Prong Acres is not responsible for personal belongings and rental property before, during and after the event. Keepsakes must be taken by the end of the contract. The Farm is not responsible for items left behind.

(Venue)

(Date)

(Patron Signature)

(Date)



Waiver of Liability and Hold Harmless Agreement

In consideration for receiving permission and paying a fee to rent the premises known as, West Prong Acres, for the following event _____, I do hereby release, acquit and discharge, waive and covenant not to sue, **West Prong Acres**, its officers, agents, **lessors**, or employees (hereinafter referred to as "Releasees") From any and all liability, claims, demands, actions and causes of action, damages, injury, cost, expenses and compensation on account of or in any way arising out of or resulting or which may result from my use of the aforementioned premises for the aforementioned event, whether caused or alleged to have been caused by the negligence or other wrongdoing of any person or entity whatsoever, including but not limited to the sole negligence of the releases, or any of them.

I further hereby agree to defend, indemnify and hold harmless the Releasees, and each of them, from any and all such claims and demands, actions and causes of action, damages, loss, cost, expenses and compensation, including but limited to the payment of all attorneys fees and litigation expenses associated therewith, brought by **anyone**, including but not limited to any of the participants in the aforementioned event.

In signing this release, I acknowledge and represent that:

1. I have read the foregoing release, I understand it and sign it voluntarily as my own free act and deed;
2. No oral representation, statements or inducements, apart from the foregoing agreement have been made;
3. I am at least 18 years of age and fully competent;
4. I executed this Release for full, adequate and complete consideration fully intending to be bound by the same.

In witness whereof, I have signed this Waiver of Liability and Hold Harmless this _____ day of _____, 20 _____.

Patrons signature: _____

Name printed: _____

Witness signature: _____

Witness name printed: _____



ALCOHOL WAIVER and RELEASE/INDEMNIFICATION of LIABILITY FORM

The Farm at West Prong Acres does not recommend or provide for the serving of alcohol at events held under lease of the property and DOES NOT allow the lessee to provide for the serving of alcohol at the event and less this legally binding release of liability and consumption of risk agreement is signed. Please read carefully before signing.

I, the undersigned (Lessee) acknowledge that the serving of alcohol for my event carries potential risk and dangers beyond the control of The Farm at West Prong Acres. I also acknowledge that I am familiar with the North Carolina Social Host Liability Laws and the Alcohol Law Enforcement Laws pertaining to liquor at a special event.

I, as a responsible party, assume all liability for myself and all event participants, invitees, and other guests for any form of negligence that may arise from the consumption of alcohol by the event participants, invitees and other guests.

I hereby agree to indemnify defend release and hold harmless The Farm at West Prong Acres including the owner, members, agents, and employees (collectively "Releasees") from all liability to me, my invitees/guest, my next of kin, my conservators, assigns, heirs, guardians, or other legal representatives for any and all claims, demands, losses or damages, suits, fines, including court cost and attorney fees, for any injury death or damaged property arising out of making available/serving alcohol at this event. I hereby waive all legal rights to pursue any form of legal action against The Farm at West Prong Acres and the Releasees.

I have read this agreement and have signed it freely. I fully understand it to be a complete and unconditional release of liability to the greatest extent of the law.

Event of _____ Date _____

Signature of Responsible Party _____

Printed Name of Responsible Party _____