

# THE LOFT ON FENTON

Wedding Venue

## Event Request, Rental, and Liability Form

Contains Release and Indemnification Provisions – Please Read Carefully

The undersigned (“Renter”) desires to rent The Loft on Fenton Facilities (“Facilities”) at the applicable fees and charges, and upon signing this Agreement, the Renter will be permitted to rent the Facilities under the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth in this Agreement, The Loft on Fenton and the Renter agree as follows:

- RENTAL OF FACILITIES: SECURITY DEPOSIT.** The Renter shall be permitted to rent the Facilities on the following date(S): \_\_\_\_\_.

Rental includes the usage of the Facilities following all rules and regulations established. The renter agrees to timely pay Backcountry Winery the sum of \_\_\_\_\_ for rental of the Facilities. In the case of an hourly rental, hours are calculated based upon arrival of the first member of the party (ex. Setup, caterer, etc. included) and will be charged accordingly. Hours outside agreed time will be charged at normal hourly rate. Please note that someone may not be available outside agreed hours.

Upon signing this Agreement, the Renter shall pay one half of the total as a **NON-REFUNDABLE** Deposit to reserve and use the Facility. This deposit shall be applied toward the total charges for use of the Facility. **Balance is due one week prior to the event.** If the event is cancelled at any time prior to the scheduled usage for any reason, the deposit shall be retained by the Facility. If the event is cancelled during the scheduled usage time, whether by the Renter or Facility (if Renter has failed to comply with this agreement), the full amount of the rental fee and other applicable charges will be due immediately.
- ASSUMPTION OF RISK AND LIABILITY.** The Renter accepts and assumes all risks of personal injury, property damage, or loss of personal property, and any liability associated with, arising from or in any way related to the Renter’s use of the Facilities.
- RELEASE.** The Renter releases and discharges The Facility and their respective owners, employees, agents, and representatives (referred to as the “Released Parties”) from any and all claims, demands, actions, causes of action, damages, costs and expenses, whether known or unknown, on account of, or in any way relating to personal injuries, death, or property loss or damage arising from, related to, or in any way connected with the Renter’s use of or presence on the Facilities. The Renter’s use of or Presence on the Facilities includes the Renter and the Renter’s guests, visitors, invitees, employees, contractors, agents, licensees, permittees, and trespassers. This release includes, but is not limited to, the negligence of the released parties.
- INDEMNIFICATION.** The Renter agrees to indemnify and hold forever harmless the Released Parties from any and all loss, liability, damages, and costs, including attorney fees, that the Released Parties or any of them or their property may sustain as a result of occurrences, claims, demands, causes of action, or judgements related to, or in any way connected with, the use of or presence upon the Facilities by the Renter or the Renter’s guests, visitors, invitees, permittees, trespassers, employees,

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contractors, agents, and representatives, or arising from, related to, or in any way connected with, the Renter's use of or presence upon the Facilities, or any food, beverage, goods, or services made, processed, served, or delivered by or to the Renter or any other person or entity, whether caused, in whole or in part, by the negligence, if any, of the Released Parties.

5. **COMPLIANCE WITH APPLICABLE LAW.** The Renter agrees to comply with all federal, state, and local laws, regulations, and ordinances applicable to the Renter's use of the Facilities. In addition, the Renter shall comply with all state and local laws, rules and ordinances governing the dispensing and consumption of alcoholic beverages.

Supervision by the Renter for consumption of alcoholic beverages by persons present and shall prevent any underage consumption or any person from becoming intoxicated at the Facilities. The delivery and/or consumption of alcohol not provided by Backcountry Winery, LLC is prohibited.

6. **CLEAN-UP; DAMAGE TO THE FACILITIES.** The Renter agrees to clean-up any materials the Renter brings to facilities prior to departure from the event, unless otherwise negotiated. The Renter shall be responsible for any theft or damage to the Facilities.

In addition, Renter shall pay \$10 for every outside alcoholic beverage found, and \$1 per cigarette butt found outside of proper disposal areas.

A cleaning fee may be charged for prohibited materials (i.e. confetti) and other extreme circumstances. Renter shall provide credit card information and authorization to charge for damages. The replacement value of any stolen, broken, or damaged items will be used to calculate the amount due.

Agreed to on \_\_\_\_\_

Date

Renter's Legal Name (Please Print and Sign)

Contact information:

Email Address: \_\_\_\_\_

Cell #: \_\_\_\_\_

Deposit Received on \_\_\_\_\_

Date

Amount

Final Payment Received on \_\_\_\_\_

Date

Amount

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## Credit Card Authorization Form

\*Please note this card will not be charged unless excessive damages are incurred or unless directed by cardholder for use for rental payments.

Individual, Business, Group or Event Name: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

I hereby authorize Backcountry Winery, LLC to use this card for any damages or theft that may occur during, or as a result of, the Renter's use of and presence on the Facilities, per the Rental Agreement.

Credit Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CCV: \_\_\_\_\_

Signature / Date: \_\_\_\_\_

By submitting this form, I confirm that I have read and understand the Rental Agreement and agree to all terms and conditions.

All information is kept confidential and only used for purposes stated above.