



## SINGLE EVENT RENTAL AGREEMENT

Bride's Name: \_\_\_\_\_ Groom's Name \_\_\_\_\_

**THIS AGREEMENT** is made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Lessee"), whose address is \_\_\_\_\_, whose telephone number is \_\_\_\_\_, and whose e-mail address is \_\_\_\_\_, and **Jeter Mountain Farm**, registered to do business in the State of North Carolina (hereinafter referred to as "Lessor"), whose address is 1126 Jeter Mountain Road, Hendersonville, NC 28739, whose telephone number is 828-226-9454, and whose web site address is [www.jetermountainfarm.com](http://www.jetermountainfarm.com).

Lessee desires to rent certain portions of the real property and improvements known as Jeter Mountain Farm, owned by Jeter Mountain, LLC, located at 1126 Jeter Mountain Road, Hendersonville, NC 28739 (hereinafter referred to as the "premises"), for a \_\_\_\_\_ (type of event) to be held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with approximately \_\_\_\_\_ guests in attendance. Further, Lessee does/does not intend to serve alcoholic beverages other than unfortified wine, champagne or beer at said event. If Lessee does intend to serve alcoholic beverages other than unfortified wine, champagne or beer at said event, Lessee agrees to obtain proper licensing as described in paragraph 7. below.

The Lease term, or actual time period Lessee shall have access and use of said property and improvements, shall be from **8:00 a.m.** until **8:30 p.m.** on the day preceding the event and from **8:00 a.m.** until **11:00 p.m.** on the day of the event. This is subject to certain restrictions as further set forth throughout this Agreement.

The parties hereto hereby agree to the following terms and conditions of this Single Event Rental Agreement involving the afore-described property and improvements as follows:

**1. Rental Payment.** Lessee hereby agrees to pay rent for use of the premises for the event described above in the total amount of \$\_\_\_\_\_ (which **does not** include the \$400.00 damage deposit as further defined in paragraph 3. below). Fifty percent (50%) of the total rental amount (inclusive of damage deposit) shall be due and payable upon execution of this Agreement. The final total rental balance and is due no later than sixty (60) days prior to the event date as scheduled above. In the event the rental balance is not paid when due, Lessor may, in its sole discretion, deem the contract terminated upon written notice to Lessee and, in which case, all prepaid rental deposits shall be forfeited by Lessee. The parties further agree that if, after the date of this Agreement, Lessee desires to add additional “services” of Lessor, the cost of said “services” shall be added to the final total rental balance due no later than sixty (60) days prior to the event date as scheduled above.

**2. Usage.** Lessee shall be entitled to use the property and improvements to include the event barn, designated grounds surrounding event barn, and the on-site kitchen facility located within the event barn, said on-site kitchen facility to be for off-site caterer’s storage and presentation preparation work of food items and Lessee expressly understands that said kitchen facility is not a commercial kitchen and shall not be used for on-site food preparation. A comprehensive listing of all amenities included in rental or offered if desired at no charge is listed below:

Rental Includes:

Access to the barn/kitchen, lawns  
Large parking area with attendant provided, handicap parking available  
Barn for reception  
Ceremony site  
Facility manager on site at all times  
Complimentary use of facility for rehearsal by approval from JMF  
240 white padded chairs  
30 60” round tables  
2 6ft serving tables  
Ice machine

Complimentary Amenities (available at no additional charge if desired):

Bridal dressing room with powder room and mini fridge  
Groom’s dressing room with private restroom and refrigerator  
Outdoor trashcans with trash removal  
Wood burning rock fireplace; wood provided(if heat is necessary)  
Cleaning of floors, barn, and bathrooms by on-site staff

**3. Damage Deposit.** Lessee shall pay a damage deposit in the amount of \$400 no later than thirty (30) days prior to the scheduled event. The damage deposit will be shredded by Lessor within ten (10) days following the scheduled event if the premises are returned in the same structural/physical condition as existed prior to the event. Any amount withheld from the damage deposit for damages will be summarized in writing by Lessor, and the actual or estimated cost

for repairs shall be deducted from the deposit and the balance refunded to Lessee. In the event any such damages exceed \$400.00, Lessee agrees to pay the excess amount to Lessor within seven (7) days of presentation by Lessor to Lessee of an itemized accounting of the actual or estimated cost of said repairs as a result of said damages.

#### **4. General restrictions.**

- a. Lessor's standard event capacity is 300 people.
- b. All guests must abide by hours of access as outlined above, by vacating the premises by 11:00 p.m. on the date of the event and by 8:30 p.m. on the day preceding the event.
- c. Smoking is expressly prohibited inside the barn. Smoking is allowed outdoors only. Please inform guests they are to utilize the buckets with sand when smoking. All cigarette butts left on the grounds must be removed by Lessee during clean-up.
- d. Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee, is prohibited from bringing animals or pets onto the premises at any time during the rental term. A special exception can be requested for service animals.

**5. Accidents and Indemnity by Lessee.** Lessee shall fully defend and indemnify Lessor and hold Lessor harmless from any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of the Lessee in or about the premises; or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property occurring in or about the premises. Lessor shall not be liable for any loss or damage to person(s) or property sustained by Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of the Lessee, caused by the building or improvements, or any appurtenances thereto, being out of repair or by the bursting or leakage of any water, gas, sewer, or steam pipe; or any theft or vandalism; or by any other cause of whatever nature.

**6. Impossibility of Performance.** Lessor shall be released of its obligations to perform under this Agreement in the event of Acts of God, including but not limited to flooding, inability to obtain labor and materials or reasonable substitutes for labor and materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of Lessor, which render the premises in a condition with Lessor determines unusable for Lessee's event. In the event Lessor deems the premises unusable for Lessee's event under this paragraph, Lessor shall fully refund Lessee all monies paid by Lessee up to such time as said premises were deemed unusable by Lessor. Lessee agrees that under the circumstances of a cancellation under this paragraph of this Agreement, full refund of all monies paid shall be considered full, adequate and fair restitution for Lessee's loss in use of the facility for Lessee's scheduled event.

**Inclement Weather.** If rain is anticipated on the date of the event, then any portion of said event to be held outside shall be moved inside the barn. If the event is a wedding, outdoor décor can be moved inside the barn, and the guests witness the wedding ceremony while seated at their tables.

Under no circumstances shall inclement weather on the date of the event be considered an “Impossibility of Performance” by Lessor or Lessee.

**7. Usage of Alcohol.** Only beer, unfortified wine and champagne may be served and consumed on the premises without a limited special occasion permit issued by the North Carolina ABC Commission. In the event that the Lessee desires to serve fortified wine and/or liquor at said event, the Lessee must obtain a limited special occasion permit from the North Carolina ABC Commission for \$50. The permit must be posted in a prominent place within the facility where alcohol will be served on the day of the event. **LESSEE IS RESPONSIBLE FOR APPROPRIATE USE AND CONSUMPTION OF ALCOHOL BY ALL PERSONS IN ATTENDANCE AT THE EVENT AND LIABILITY FOR ANY CONSEQUENCES ARISING FROM THE CONSUMPTION OF ALCOHOL SHALL BE ASSUMED BY LESSEE AND THE PARTY OBTAINING THE BANQUET PERMIT. ONLY THE LESSEE MAY SUPPLY ALCOHOL FOR THE EVENT. NO GUEST OR INVITEE MAY SUPPLY ALCOHOL. A LICENSED SERVER(S) NOT AFFILIATED WITH THE EVENT MUST BE PRESENT TO SERVE ANY AND ALL ALCOHOLIC BEVERAGES. NO DRINKING GAMES ARE ALLOWED TO BE PLAYED WITH ANY ALCOHOL ON THE PREMISES.**

**8. Cancellation Policy.** Lessee must notify Lessor in writing of a cancellation. Certified Return Receipt U.S. Mail Delivery is highly recommended for proof of mailing and receipt by Lessor. If a written cancellation is received at least 180 days prior to the scheduled event date, Lessee shall receive a refund of the initial rental deposit minus \$1000.00 for administrative costs and holding reserved dates. Any notice of cancellation received less than 180 days prior to the scheduled event date shall result in a 100% forfeiture of any funds received from Lessee.

**9. Date Change Policy.** In the event Lessee is forced to change the date of the event, every effort will be made by Lessor to transfer reservations to support the new date. Lessee agrees that in the event of a date change, any expenses, including but not limited to deposits and fees that are non-refundable and non-transferable, are the sole responsibility of Lessee. Lessee further understands that last minute changes can impact the quality of the event and that Lessor is not responsible for these compromises in quality. Lessee also understands that a date change can result in the loss of \$500 for administrative cost and holding the reserved date.

**10. Decorations.** All decorations must be free-standing and removed after the event. Push-pins may be utilized in putting up decorations. However, the use of nails, screws and staples are strictly prohibited, and any unauthorized use of these items shall be considered damage to the premises for which Lessor maintains the right to collect from the security deposit paid by Lessee. No open-flame candles shall be permitted. Covered candles may be utilized provided all such candles are located in the center of each table and not on a barn ledge. Use of rice, bird seed, and similar confetti is expressly prohibited. The use of sparklers are allowed only if they are brought in a safe container and an agent of Lessor hands them out prior to their use and puts them away after their use. Absolutely no children under the age of 10 are allowed to engage in the use of sparklers at any time on the premises. **Tables must be covered with plastic if lessee is decorating the night before the event. Any extra lighting or décor items that require**

**hanging for decoration must be done and provided by an insured professional lighting company unless otherwise approved by lessor.**

**11. Deliveries.** Scheduling of all deliveries for items relating to the event is the Lessee's responsibility. Lessee must make all necessary arrangements for meetings with individual vendors, including florists, bakers or food suppliers, at the premises. Said times and dates of meetings at the premises must be approved in advance by Lessor.

**12. Music.** Lessee is responsible for governing musical entertainment at the event, such that it be kept at a reasonable volume at all times. All music must be terminated no later than 10:00 p.m.

**13. Clean-Up.** Lessee is responsible for the cleaning up of the premises after the event, by removal of all decorations and debris, and placing all trash in appropriate trash/recycle containers provided by Lessor, such that the premises are in the same physical condition as existed prior to the event. Exceptions to this are deep-cleaning of bathrooms, flooring, and the like, which shall be the responsibility of Lessor. If satisfactory clean-up of the premises is not carried out by the Lessee as described herein, Lessor may, at Lessor's sole discretion, deduct from Lessee's damage deposit an amount equal to \$20.00 per hour of time spent by Lessor or Lessor's agents or employees for proper completion of the clean-up left unfinished by Lessee.

**14. Personal Items.** Lessor is not responsible for lost or stolen personal belongings of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee. All personal belongings must be removed by Lessee upon termination of event. Lessor is not responsible for personal property left at the premises after clean-up following the event is completed by Lessee.

The parties hereto hereby agree that this Agreement embodies the entire Agreement between the parties, and that there is no other agreement either oral or written between them. Further, the parties agree that this Agreement shall be governed by the Laws of the State of North Carolina. Therefore, the parties hereto affix their hands and seals on the date above first written:

### **Important Information:**

Special Event Insurance is required for each event. Below is the information for the insurance company we **require** you use, and policy coverage. Proof of insurance must be provided before your event. You must list Jeter Mountain LLC and Jeter Mountain Farm d.b.a. Hunsader Property Management as an additional insured to the policy.

Cost and name of policy: Special event policy: Liability coverage \$250-500(coverage can change depending on the year.If you plan to serve alcohol, the cost will go up depending on number of guests.

Barnette and Coates Insurance

708 Spartanburg Hwy                      899 Haywood Road  
Hendersonville, NC 28792              Asheville, NC 28806  
828-692-8277    828-696-8181 Fax  
[www.barnetteandcoates.com](http://www.barnetteandcoates.com)

**If you decorate your tables the day before your event they must be covered by plastic.**

Lessee:

Lessor:

By \_\_\_\_\_

By \_\_\_\_\_  
Authorized Agent and acting Manager of  
Jeter Mountain, LLC

# **Important things to Remember**

- 1. Music must be turned off by 10:00pm. No exceptions.**
- 2. All items personal, rented or otherwise must be off the premises the night of the event.**
- 3. Any extra lighting or décor items that require hanging for decoration must be done and provided by an insured professional lighting company unless otherwise approved by lessor.**
- 4. The Lease term, or actual time period Lessee shall have access and use of said property and improvements, shall be from 8:00 a.m. until 8:30 p.m. on the day preceding the event and from 8:00 a.m. until 11:00 p.m. on the day of the event.**