



JETER MOUNTAIN

FARM

Brides name _____ Grooms Name _____

Wedding Date: Month _____ Date _____ Year _____

Saturday weddings: \$7000.00 _____ September/October: \$8000.00 _____

Sunday Weddings: \$6000.00 _____

No Sunday weddings offered in September and October

No rehearsal dinners offered in September and October

50% paid upon booking _____ Check number _____

\$400 damage deposit check number _____ (not collected until ending payment is due, by separate check)

Available Add-ons added after initial rental fee:

1. Rehearsal dinner: \$500. Available for Saturday only. Can't start before 5pm during apple season. _____
2. Rehearsal Dinner in the cider barn: \$1000.00. Does not include bar usage _____
3. Two wooden gates \$150 _____
4. Fire Pit w/hay bale couches \$250 _____
5. Whiskey barrels \$40 (4 avail) _____
6. Custom Arbor \$250 _____
7. Wi-fi Internet \$50 _____
8. Inside wood burning fireplace \$150 _____
9. Ice chest(holds drinks and ice on wheels) \$50 a piece(5 avail) _____
10. Spool Tables \$35 a piece (4 avail) _____
11. Donuts 300 for \$350(minimum). \$10.99 a dozen after minimum _____
12. Church pews(4)\$175 a piece _____
13. Bar top tables with stools 5 sets with 4 stools each \$50.00 a piece _____
14. Open season moving of JMF operating produce displays \$500.00 _____ (not available for rehearsal dinners)

INCLUDED SERVICES: As a part of choosing Jeter Mountain Farm as the destination for your wedding, you will receive a base level of wedding coordinating services from our professional event staff. These services include: • 60-Day Consultation (either in person or via phone) discussing: • Reception & Ceremony layout plan design • Access to the venue the days leading up to your wedding • Set-up & tear-down of tables and chairs at both the ceremony site & reception • Trash services & parking lot attendant during your event • Availability to address needs or issues during the wedding day

Rental Includes:

- Access to the barn/kitchen, and immediate surrounding lawns
- Large parking area with attendant provided, handicap parking available
- Barn for reception, and ceremony site location
- Facility manager
- 240 white padded chairs
- 30 60" round tables
- 2 6ft serving tables, 2 8ft serving tables
- Ice machine
- Bridal dressing room with powder room and mini fridge
- Groom's dressing room with private restroom, shower, kitchen and pool table
- Outdoor trashcans with trash removal
- Cleaning of floors, barn, and bathrooms by on-site staff

THIS AGREEMENT is made on 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.

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 **9:00 a.m.** until **6:30 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. If allotted time is not followed the damage deposit will be forfeited.

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.

Designated grounds: Lessee is only allowed use of immediate grounds surrounding the event barn, including the ceremony site. Fruit fields are not to be entered unless approved by JMF staff.

Kitchen: 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:

3. Damage Deposit. Lessee shall pay a damage deposit in the amount of \$400 no later than sixty (60) 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. If damage deposit is forfeited for other stated reasons within this contract, not pertaining to damages, Lessee is still responsible to pay for all damages to the premises.

Seasonal Restrictions starting in 2020

The following restrictions start in mid-July through the end of October.

- a. Friday set up will be between the hours of 9am to 6:30pm. If Lessee has paid to have rehearsal dinner at JMF time allotted is extended to 8:30pm. Friday set up only available for Saturday weddings. Rehearsal dinner cannot start during seasonal restrictions until 6pm for Saturday weddings. **No rehearsal dinners offered in the months of September and October.**
- b. No ceremonies can begin before 5:00pm for Saturday or Sunday weddings. No Sunday weddings offered in September and October.
- c. Cocktail hour cannot be set up for a Saturday or Sunday wedding until 4:00 on the day of the event. A helper will be provided for set up between 4 and 5pm.

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 6:30 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.

e. The use or release of sky lanterns is strictly prohibited.

f. Glitter, paper mache, and confetti are not permitted on the premises. Any damages or extra cleaning required due to use of these items, will be at the sole expense of the Lessee.

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. Lessee forfeits 50% deposit upon booking

for a cancellation. If cancellation is received 180 days or less prior to the event date all monies paid to the current date are forfeited.

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, at sole discretion of Lessor, 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 results in the loss of the initial 50% booking fee.

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 and pickups. 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. **All rented items from outside vendors must be removed from the property by 11:00 p.m. on the night of the event. No exceptions whatsoever!**

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. **The premises must be 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, forfeit the damage deposit.

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

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 by 11:00.**
- 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 9:00 a.m. until 6:00 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. Damage deposit will be forfeited if allotted time is not followed.**

