

Sweet Clover Farm

WEDDING VENUE CONTRACT

This Agreement is made effective as of _____, by and between SWEET CLOVER FARM LLC (hereinafter Venue”) and _____ (hereinafter “Clients”). The Clients represent that they desire to hold a wedding on _____ day of _____ at SWEET CLOVER FARM.

The Clients agree as follows:

1. VENUE RENTAL FEE(S):

The clients agree to pay the following VENUE RENTAL FEES: Payments may be made by (cash delivery, check, certified check or money order, payable to **SWEET CLOVER FARM LLC. MAILING ADDRESS: 1435 LISKE ROAD, HERMANN, MO 65041**

- I. **\$1000 Non-Refundable deposit** is due at the time of signing this contract. This payment serves to hold the venue for the specified date of event. Cancellation of the event date more than 72 hours after booking will result in forfeiture of this deposit.
- II. Balance is due **60 days** prior to date of your event.
- III. **\$500 Security deposit (Due 30 days prior to event)** to be paid by separate check, bank certified check or money order returnable to the clients within 2 weeks after the event and once the venue has been inspected for proper clean up and damages. Wear & tear beyond normal use and/or beyond the \$500 security deposit may result in additional cost to be determined by Sweet Clover Farm.
- IV. **Wedding packages:**
 - Up to 50 guests:** Weekend \$3000, Two-day \$2700, Saturday Only \$2400, Sunday Only \$2000
 - Up to 125 guests:** Weekend \$3400, Two-day \$3100, Saturday Only \$2800, Sunday Only \$2400
 - Up to 200 guests:** Weekend \$3800, Two-day \$3500, Saturday Only \$3200, Sunday Only \$2800
- V. **Additional Rentals:** Propane Heaters (\$40 per tank), Décor’ Package \$75, Linen Package up to 50 guests \$125, up to 125 guests \$250 and up to 200 guests \$350

2. CANCELLATIONS:

In the event of a cancellation within 90 days of a scheduled event, all payments made to date are nonrefundable and all outstanding payments will be due immediately. For cancellations made more than 90 days out, payments made will be refunded except the \$1000 non-refundable deposit.

The Clients acknowledge and understand that they are planning a mostly outdoor event and therefore, weather may impact that event. The venue is not responsible for any adverse effects on the event caused by weather or any other Act of God or individuals/events out of the venue's control. Clients assume all weather and natural risks. Inclement weather does not constitute grounds for termination of this agreement. The venue will plan for the event to go on as scheduled and no refunds will be made.

_____ Initial

3. DATE CHANGES:

In the event Clients need to change the date of the event, every effort will be made by the venue to transfer reservation to the requested new date. If the new date cannot be accommodated, the result will be determined according to the cancellation clause. Further, the clients understand that last minute changes can impact the quality of the event and that the venue is not responsible for these compromises in quality.

4. DESTRUCTION OF THE PROPERTY:

In the event the venue premises shall be destroyed or rendered totally unusable by fire, windstorm or any other cause beyond the control of the venue, then this agreement shall cease and terminate as of the date of such destruction, and any deposits or rental fees paid shall then be accounted for between the venue and the clients. For purposes of this agreement, "totally unusable" will be defined as 50% or more of the premises structures being destroyed. In the event the venue is unable to perform on this agreement, all deposits and funds will be returned. If venue premises are damaged by fire, windstorm, or other cause beyond the control of the venue, so as to render the same partially unusable, but repairable in time for the event contracted in this agreement, then this agreement shall remain in effect.

5. ENTIRE AGREEMENT:

This agreement contains the entire agreement between parties and there are no other promises or conditions in any other agreement, oral or written. This agreement supersedes any prior written or oral agreements between the parties.

6. AMENDMENT/ASSIGNMENT:

This agreement may be modified or amended only in writing and with signatures of both parties. However, assignment of this contract is prohibited.

7. SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. All attorney's fees and costs of litigation will be at the expense of the client.

8. WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

9. VENUE AND JURISDICTION:

Both parties waive a jury trial on any matters relating to or arising from this agreement. Both parties agree that venue and jurisdiction for the purposes of litigation shall be in the County of Gasconade, State of Missouri.

10. APPLICABLE LAW/REMEDIES:

This agreement is governed by the statutory and case law of the state of Missouri. The remedies and rights contained in and conveyed by this agreement are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Missouri law.

11. POLICIES & GUIDELINES:

By signing this agreement, the clients agree that they have received and read the addendum containing the policies and guidelines regarding events held at the venue and that they agree to abide by the same. Further the clients agree to be held responsible for any and all guests, vendors, service providers, or any other persons/entity on the premises on behalf of the clients. The clients also agree to abide by any laws, rules or regulations set forth by any governing body in Missouri. The clients will further be responsible for any permits required by any government entity for their event.

SIGNATURES: By signing below, you are agreeing to all provisions laid forth in this agreement, as well as the addendum containing the policies and guidelines.

CLIENTS (and party financially responsible for the event):

Signature	Date
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Address	City	State	Zip
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Brides Name	Groom’s Name
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Email	Cell Number
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Sweet Clover Farm Events	Date
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POLICIES & GUIDELINES

The following is a list of policies and guidelines to be upheld by clients. This includes all Event Planners, Wedding Coordinators, Vendors, Service Providers, and Attendees who are involved in the planning, execution or attendance of an event on the property of Sweet Clover Farm.

Reserving a date:

Booking is based on a first come, first serve premise. To secure a date, the policies and guidelines and the service contract must be signed, and \$1000 non-refundable deposit received.

Cancellation policy:

In the event of a cancellation within 90 days of a scheduled event, all payments made to date are non-refundable and all outstanding payments will be due immediately. For cancellations made more than 90 days out, payments made will be refunded except the \$1000 non-refundable deposit.

Rental:

Rental includes the following: Tables, chairs and benches for outdoor ceremony and reception, setup and teardown of tables and chairs, Arbor, Barrels, Wash tubs for beverages, Sound system with speakers, stands and mic, 30-20lb bag of ice, use of the event building, bridal suite and groom's shed for dressing and outdoor restrooms.

Decorations:

All homemade decorations must be completed at home. Please, no hot glue guns or superglue is permitted on SCF property. For your convenience, hooks are placed along the walls for decorating so there is no need for screws, staples, or nails. The use of glitter, confetti, silk flower petals, rice, birdseed, sparklers or any type of fireworks are not permitted on the property. Candles must be enclosed in glass or non-flammable holders.

SCF Decorations:

The venue offers some basic décor and signs that include some classic, vintage and rustic items that may be borrowed for an event for a flat fee of \$75 for one item or 20 items. Decorations must be chosen 30 days prior to event.

Parking:

Guest parking is available with one parking assistant. Reserved parking is available in the gravel lot behind the reception building for people with physical needs, vendors, bride/groom, parents and grandparents **ONLY**.

Supervision:

Children are to be supervised at all times while on Sweet Clover Farm property.

Vendors:

Please feel free to choose your own vendors for catering, D.J., officiant, hair and/or makeup artist and photographer. One may ask for vendors who are familiar with our venue or you may go to www.visithermann.com for local vendors.

Rehearsals:

Depending on availability, one day rentals should plan on an offsite rehearsal in case of venue being rented the day before by another couple.

Smoking:

Smoking is prohibited inside any of the buildings on SCF property. SCF has a designated smoking area near the fire pit. Please use the sand containers to dispose of cigarette butts. Clients are responsible for any cleanup of trash in smoking area. Illegal substances are not allowed on property and will not be tolerated.

Alcohol:

SCF does not supply or sell alcohol. While you may serve alcohol that you supply, **guests are not permitted to bring in coolers. Glass beer bottles are not permitted.** If you are serving wine or champagne, please serve in plastic cups. We have water troughs and wash tubs for keeping beverages cold. Please remember that it is illegal to serve alcohol to persons under the age of 21 and failure to this law will not be tolerated. Illegal, disrespectful, destructive or unruly behavior will result in immediate removal from the property.

Strict Adherence to Rental Times:

The clients are expected to adhere strictly to the time allotted of your contract. Final cleanup of event space, bridal suite and groom's shed/bar must be completed by your allotted time. Failure to vacate the venue by that time may result in additional charges and/or forfeiture of your security deposit as well as eviction from the property.

Music:

All Music and other amplified sounds must end at 10:30pm on Friday and Saturday and at 9:30pm on Sunday.

Event Planning:

The venue staff must review and approve all proposed logistical plans for the use of the premises a minimum of 30 days prior to event. This includes: Set-up, Ceremony, Decorating and Rehearsal, Names of outside vendors and arrival times.

Cleanup:

Cleanup is the client's responsibility and should begin at a designated time in order not to exceed rental time. Tables must be cleared of all items such as personal articles, décor and trash. Bridal Suite must be swept and refrigerator emptied of all food and drinks and left in the same condition prior to your arrival. All trash from reception barn, outdoor bar and surrounding area and bridal suite must be taken to the dumpster or the client may be assessed a \$100/hour cleanup fee with a minimum charge of \$100. Any trash left out after the event will result in a cleanup fee assessed to the client of \$50/hour with a minimum charge of \$50.

Trash:

Sweet Clover Farm will provide trash bags. SCF will provide trash removal after dinner only. At the end of your event, the client will be responsible for emptying all trash and placing trash in the dumpsters located near the gravel lot behind the reception barn.

Firepit:

The venue provides a firepit for contained fires and we will supply the wood for such. Fires anywhere else on the property are absolutely prohibited.

Liability and damages:

The client is responsible for payment of all damages to SCF decorations, property and buildings caused by you or any of your guests. This includes payment of reasonable attorney fees. You agree to hold harmless Sweet Clover Farm and its employees of any damage, liability or injury suffered by you or any guest’s while on the premises. In cases where property and/or buildings have been damaged or abused beyond normal wear, the client will forfeit the security deposit of \$500 and may result in additional cost to be determined by Sweet Clover Farm.

Miscellaneous policies:

SCF prohibits carrying firearms onto any of its property. SCF will not be responsible for items left behind, before, during or after the event. SCF reserves the right to take photographs of events for its own use in advertising or promotions.

Indemnification:

The client agrees to defend, indemnify and hold harmless, Sweet Clover Farm LLC from and against any and all claims, demands, causes or action or liabilities incurred by Sweet Clover Farm LLC arising from clients acts or omissions under this agreement or any act or omission of client’s vendors, employees, contractors, persons attending the event with the express or implied permission or invitation of client, except as may arise from the negligence or willful misconduct of the property. Sweet Clover Farm LLC will not be held responsible for any losses, damages or injuries. This refers to any loss, damage or injury to persons or possessions that may occur at any event held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. Client will be responsible for the control and supervision of the people in attendance during the use of the property to ensure no harm is done to persons or property. Client agrees to abide by this agreement and acknowledges having received a copy thereof. Client will be held financially responsible for any damage to the property or equipment, which occurs at the client’s event.

Client Signature: By signing below, the client acknowledges that he/she has read and agrees to all above policies and guidelines.

Signature

Date
