

High Meadow Events Rental Agreement

High Meadow Events offers for rent the entire property which includes the timber framed barn, a private and separate two bath bridal suite with a sitting room available for the bridal party, a separate and private facility for the groom and his groomsmen to get ready, a large wedding lawn for outdoor ceremony or event and even a picturesque gazebo. Before signing this Rental Agreement, we encourage a visit to High Meadow for a personal inspection of our facilities to ensure that they are appropriate for the event that you are planning.

This Rental Agreement is entered into by **High Meadow Events, Inc.** (referred to in this Agreement as "High Meadow" or "we") and **RENTER**(referred to in the Agreement as "you") [REDACTED].

Facilities for Your Event

You agree to rent the facilities indicated by your initials on the appropriate lines below on **DATE to DATE, 2019. This will be from Friday until midnight Saturday.** The grounds and buildings will be available until Sunday at noon to complete cleaning and removal of personal items if you like. The evening of the event bands and/or DJ's shall cease at 10:00 PM with a last call at 9:30 PM and the facility shall be vacated by 11:30 PM. **Please emphasize to the band/DJ that we are in a neighborhood and be respectful of volume outside.** The maximum number of guests is **100**.

_____ Entire Property \$ _____. Reservation deposit \$500.
Initials Initials

In addition to the event facility that you are renting, there will also be a High Meadow representative either available or on site during your event. This person is available for taking care of any facility maintenance issues that may arise and to facilitate the event. This representative is not there to perform duties for you. Should you find the need for additional help during the event, you may elect to retain the High Meadow representative for an agreed upon fee.

Reservations and Payment

We encourage you to meet personally with a representative of High Meadow to review the details of your event as well as review the policies of our facility and the details of this Rental Agreement.

Deposits and Payments

To hold a date for your event at High Meadow, we require a Non-Refundable Reservation Deposit of \$500 which will be credited against your total fee. **Thirty (30) days before the date of your event, you must pay the balance of your rental fee.** Thirty (30) days before the date of your event, **you must also pay a \$500 refundable Damage Deposit.** You must immediately pay any dishonored checks, plus a \$25 return check fee for each dishonored check, with cash, certified check or money order to ensure High Meadow will be able to continue to hold that date for you. If you do not make the required payment within five business days of the date the check is dishonored, High Meadow shall have the right to schedule another event on the date of your event and retain your rental payments.

Current as of January 31, 2019

Within ten days of your event, High Meadow will send a statement showing the amount of the Damage Deposit and all charges deducted by High Meadow from the Damage Deposit. High Meadow shall have the option of using the Damage Deposit to pay for Damage Fees, cleaning fees, and any other unpaid fees. High Meadow will return to you any unused portion of the Damage Deposit.

Cancellation Policy and Refund Policy

Should you cancel your event more than 30 days prior to the event, High Meadow will retain the \$500 Reservation Deposit. Should you cancel your event less than 30 days prior to the event High Meadow will retain 75% of your agreed upon rental fee.

Should you find that you need to re-schedule your event, you must contact High Meadow at least ten days before your scheduled event date. You will pay High Meadow a \$200 rescheduling fee and High Meadow will apply the balance of your Reservation Deposit and other payments to the Rental Agreement for the new event date which will be negotiated at the prices prevailing on the new date.

Inclement Weather

High Meadow Events, of course, has no control over the weather. You are responsible for making all necessary arrangements to conduct your event under unfavorable weather conditions. For example, if you are planning an outdoor event, you may need to arrange for a tent large enough to accommodate your guests. If you are unable or unwilling to hold your planned event because of the weather, High Meadow is willing to move the event to another available date. In this case, High Meadow will credit 80% of your payment toward the payment of the alternate date. Should you not wish to reschedule your event, there will be no refund.

Inability to Perform

In the event High Meadow is not able to fulfill its obligations as described in this Rental Agreement by reason of fire, Act of God, or other casualty, and this casualty results in partial damage or total destruction to the High Meadow Events facilities, High Meadow will first offer to fulfill the obligations of this Rental Agreement on another property if High Meadow can provide something comparable or we will offer to reschedule the event at High Meadow on a future date allowing appropriate time for repairs to the High Meadow Events facilities. If High Meadow is unable to provide comparable facilities or reschedule your event, we will refund your payment within thirty days of the date the High Meadow facilities were damaged or destroyed.

Use of Facilities

The High Meadow facilities will be available for you during the hours set forth above. Should you need access to the High Meadow facilities prior to or after the scheduled hours, you must schedule a time mutually convenient for both parties. A High Meadow representative may need to be on site during any additional hours. All private events at High Meadow taking place in the afternoon/evening time slot must end by 10:00 PM with facility and parking areas cleared by 11:30 PM.

Decorations

No nails or tacks of any kind can be used on any of our structures. You may use tape or any other non-permanent adhesives, string, rope, etc. but you must remove all decorating items and dispose of them as part of the clean up process. No later than thirty days before your event, you must deliver your décor plans to High Meadow for prior written approval. If you wish to make changes to the décor plans, you must contact a High Meadow representative prior to the event to request approval of the change in plans. **Please note that we do not allow**

Current as of August 1, 2019

any open flames in the main barn. An exception will be made for the caterers using chafing dishes and agreeing to be present for the time the chafing dishes are being used.

Service Providers

You are responsible for requiring all outside providers to comply with the requirements of this Rental Agreement. Outside providers include caterers, music and entertainment groups or persons, other performers, photographers, florists, equipment rental companies, and any other party providing services to you for your event (the "Providers").

For this event High Meadow will provide shuttling of wedding guests from the parking areas to the main barn area of your choosing up to the beginning of the ceremony.

Week preceding the event and the day of the event

It is imperative that you contact a representative of High Meadow at least five days prior to the event to verify that all provisions of this Rental Agreement are being met.

Alcohol

If you plan to serve alcohol at your event, you must sign and meet the requirements of the High Meadow Alcohol Policy which includes among other things the requirement of a Certified Bartender (who may or may not be available through your caterer). If you have not delivered the fully executed Alcohol Policy to High Meadow, you shall not serve alcohol or allow your guests or your Providers to consume alcohol or to bring alcohol on to the High Meadow premises. By initialing the appropriate lines below, you agree to the terms of the Alcohol Policy.

Initials

Initials

This event includes alcohol and the terms of the High Meadow Alcohol Policy are hereby incorporated into this Agreement.

Fireworks

We do not allow any firework or pyrotechnic displays of any kind. Anyone possessing fireworks shall leave the High Meadow premises immediately.

Firearms

We do not allow firearms on the High Meadow property. Anyone possessing a firearm shall leave the High Meadow premises immediately.

Set up/Clean up

Generally speaking, set up for any event may take place the day immediately preceding the event or the day of the event if time allows. An exception may be made in the case of erecting a tent, which will be determined on a case by case basis. Any and all items brought from the outside must be removed from the High Meadow premises. Any items which are not removed will be removed and disposed of by High Meadow staff at an hourly charge of \$100. Items referred to include but are not limited to beverage containers, all caterer disposables, decorating items, clothing, food, and other items you or your guests or Providers have brought to the High Meadow facility. High Meadow provides recycling bins with bags as well as garbage bins with bags and will be responsible for disposing of these items. We are very focused on separating the trash from the recyclables and hope you and any staff will do your part to help us in that matter. While we are responsible for disposing of the trash and recyclables, we are not responsible for putting these items in the bags. There will be a charge should we have to clean up the trash. High Meadow shall have no obligation to store items left after your designated

event time. Weekend events (Friday and Saturday) are expected to be completed and all items removed by noon of the Sunday immediately following the event.

Our Horses

Please be aware that by nature horses are not predictable. While we are comfortable with our horses, we cannot guarantee they won't instinctively bite or kick if they are approached from behind or provoked. For this reason, we do not allow persons in the pasture or stalls with the horses. You and all your guests and Providers must remain on the outside of the fences.

Liability Insurance

You shall obtain a **Special Event Liability and Property Damage Insurance Policy**, at your sole cost and expense, insuring both you and High Meadow against all claims, demands, or actions arising out of or in connection with your event at High Meadow, the liability limits of such policy to be in an amount not less than \$1,000,000.00. The policy shall be written by an insurance company satisfactory to High Meadow and shall name High Meadow as an additional insured. You shall deliver the required insurance policy or a duly executed certificate of insurance to High Meadow no later than ten days before your scheduled event. The policy shall require the insurance company to give written notice to High Meadow if the policy is cancelled or terminated before the end of your event.

Damage to High Meadow Property

You are responsible for any damage to High Meadow property caused by you, your guests, or your Providers. Before the next scheduled event and no later than ten days after your event, a High Meadow representative will inspect the High Meadow property to determine whether the property has been damaged and will assess charges for such damage (the "Damage Fee"). The Damage Fee includes charges for damage or loss to High Meadow facilities (buildings, other structures, fences, walls, horses, grounds and other High Meadow property) and may include materials, the cost of labor, replacement costs, and other costs of repairing the damage to High Meadow property. Please be aware that should damages exceed the \$500 Damage Deposit the client will be responsible for any overage.

Release and Indemnification.

You acknowledge that you have had the opportunity to inspect the High Meadow facilities and that you are responsible for (i) providing security at your event, (ii) informing your guests and Providers of the conditions of your use of the High Meadow facilities and all applicable rules, and (iii) supervising your guests and your Providers and monitoring their behavior.

You hereby fully and forever release and discharge High Meadow Events and its employees, directors, officers, agents, successors, and assigns from any and all claims for property damage, personal injury or death that may arise from your event, including but not limited to any and all claims, causes of action, liabilities, damages, or costs of any nature whatsoever arising from the condition of the High Meadow facilities and the negligence of High Meadow or its employees, officers, directors, agents, successors or assigns.

You hereby agree to hold harmless, indemnify, and defend High Meadow and its directors, officers, employees, agents and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, but not limited to, reasonable attorneys' fees, arising from or in any way connected with any of the following: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, Current as of August 1, 2019

or other matter related to your event at High Meadow, regardless of cause, unless due solely to the intentional act or non-waivable act of negligence of any of the Indemnified Parties; (ii) any third party claim for injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to your event at High Meadow, regardless of cause, unless due solely to the intentional act or non-waivable act of negligence of any of the Indemnified Parties; and (iii) any breach or default by you or your Providers in the performance of their obligations under this Agreement.

Termination

Time is of the essence with respect to the deadlines set forth in this Rental Agreement. If you fail to deliver payments or required documents to High Meadow by the applicable deadline, High Meadow shall have the right to enter into a Rental Agreement with another party on the date of your scheduled event. If you cannot meet the deadlines set out in this Rental Agreement, it is imperative that you contact High Meadow to seek an extension, which High Meadow can grant or withhold in its sole discretion. If you do not meet your obligations under this Rental Agreement, High Meadow shall have the right to terminate this Rental Agreement and retain all rental payments you have made.

Special or Additional Terms

General Terms

This Rental Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to matters addressed herein. The illegality, invalidity or unenforceability of any term, condition or provision of this Rental Agreement shall in no way impair or invalidate any other term, condition or provision of this Rental Agreement. All such other terms, conditions and provisions shall remain in full force and effect. This Rental Agreement will be governed by and construed according to the laws of the State of North Carolina. Nothing in this Agreement shall be construed to impose any obligation on High Meadow other than as expressly set out herein.

The parties execute this Rental Agreement the _____ day of _____, 2019.

High Meadow Events, Inc.,

Signature

By: _____

Printed Name

Cameron Smail, President

Date: _____

Signature

Printed Name

Date: _____