



15N485 Damisch Rd
Hampshire, IL 60140
(847) 899 5031
Thebarngatheringvenue@gmail.com

Venue Rental Agreement

This agreement is entered into as of _____, 20____ between _____ (“Client”) of Address _____ and The Barn Damisch Homestead (hereafter referred to as “The Barn”) at 15N485 Damisch Rd, Hampshire, IL 60140. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Agreement (“Rental Agreement”).

The Barn is available for a wide variety of social and business functions. Our policies assure proper maintenance so that all Clients will be able to use and enjoy the property. We require strict adherence to these terms and conditions.

1. DATES/TIMES OF PERMITTED USE

The Barn hereby grants Client a license to use The Barn Venue for the bride/groom _____ Wedding (“Event”) to be held on _____, 20____. Access to the Venue will commence on the date of the Event and will end at _____ (“Access Period”). Set-up and tear-down must occur during this defined period. If tear-down and removal of non-Farm equipment is not completed by the end of the Access Period, the Client will be responsible for additional rental time.

2. RENTAL FEE

The Full Rental Fee for the use of The Barn described in paragraph 1 above shall be \$ _____.

DEPOSIT

The Client shall pay the Owner the sum of \$ _____ upon signing the rental agreement. This sum is a nonrefundable deposit that will be applied to the rental charges upon final settlement of accounts. The remainder, \$ _____, will be due 60 days prior to event date.

SECURITY DEPOSIT

A Security Deposit of \$500.00 will be held in the form of a personal check and will be due ten (10) business days prior to the Event and held up to ten (10) business days following the event in case of damages, cleaning fees, and/or late removal fees.

3. LATE AND REJECTED PAYMENT FEES

- a. Late Payments: Client will be charged a late fee for the sum of \$75.00 for overdue invoices. If the Rental Fee is not paid in full at least sixty (60) days prior to the Event, The Barn reserves the right to cancel the Event without refund.
- b. Returned Check: In the event that any check is returned by the financial institution, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for the Rejected Payment Fee.

4. VENUE/THE BARN DÉCOR/CEREMONY SITE/BARN or LAWN

The Venue includes The Barn, Ceremony Site, or Lawns surrounding The Barn and parking areas, for the Access Period.



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The Barn will provide a Venue Manager and adequate staff for parking attendants. The Venue Manager will be onsite during the Access Period. The Venue Manager will also be available to answer questions and address property maintenance issues.

5. ALCOHOL POLICY

The Barn demands strict adherence to state laws regarding alcohol consumption at The Venue. The Barn’s Alcohol Policy will be posted throughout the Venue. A copy of this policy is included as Appendix B. If Client elects to offer alcohol during the Event, Client must understand and adhere to the following:

- a. Any and all liabilities arising from the consumption of alcoholic beverages on the premises are the responsibility of the Client. All Illinois State Laws and Federal Laws must be adhered to at all times.
- b. Clients are required to provide a (1) one-million-dollar liability insurance policy for alcohol being served at the Event. The Barn must be named on the policy as the Certificate Holder.
- c. Service requirements as follows:
 - i. All alcohol must be served only by the licensed bartender hired for the Event. Bartenders *may* be provided as part of The Barn services, six (6) hours for the price of \$280.00, each additional hour at \$50.00 per hour.
 - ii. Service will be closed at least 30 minutes before Client’s tear down time begins.
 - iii. The Barn requires a minimum of one (1) bar staff person per 75 guests – no exceptions. Note: this is a minimum requirement, additional bar staff may be necessary to ensure adequate service levels.
- d. The Barn reserves the right to evict Clients and/or their guests from the property or to close the bar at any time during the Event. A list of specific behaviors that will result in expulsion or bar closure are included in Venue Rental Agreement — Appendix B.

6. 30-DAY MEETING

Client will participate in a planning meeting (“30-Day Meeting) with Barn Staff, which will be held approximately 30 days before the Event.

7. SET-UP/TEAR-DOWN OF EVENT CENTER

- a. Client is responsible to tear-down the Event as defined in The Barn Venue Usage Rules — Appendix A. Client will be responsible for the cleaning fee of \$75.00 per hour if Client does not follow these rules.
- b. Client must remove all non-Barn Décor items from the Venue during the Access Period; this includes items brought by Client’s vendors and guests. If all items are not removed, Client will be responsible for Additional Event Time and Pick-Up/Delivery Fees for the sum of \$250.00 each day these items remain on the property.



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8. CANCELLATION/RESCHEDULE POLICY

The Barn’s cancellation and rescheduling policy as follows:

		Event Center Fee
Cancellation	More than 9 months prior to the Event, Client qualifies for the following refunds:	50% of the Event Deposit
	Less than 9 months prior to the Event, Client qualifies for the following refunds:	Event Rental Fee (deposit and/or final payment) is nonrefundable
Rescheduling	More than 9 months prior to the Event, Client can apply the following to the new Event date:	50% of Event Deposit
	Less than 9 months prior to Event, Client can apply the following to the new Event date:	Event Rental Fee (deposit and/or final payment) cannot be applied to the future date.

9. NATURAL DISASTER/SEVER INCLEMENT WEATHER

In the event of severely inclement weather that renders The Barn to be unsuitable for the Event (as determined by the Barn), 80% (eighty percent) of the amount paid can be applied to a future Event date. If Client should elect not to re-book, no refund will be provided. The Barn encourages Clients to purchase event insurance to offset this risk.

10. PHOTOGRAPHS

- a. Photos taken by Photographer/Guests – The Barn encourages Client/Client vendors and Client guests to take photos during the Event. The Barn hopes that Client will share these pictures so they can be used for promotional purposes.
- b. Photos taken by Barn Staff – The Barn staff may take photographs at the Event and The Barn reserves the right to use these photos for promotional purposes. It is understood by Client, their guests, and vendors in attendance at an Event at The Barn includes permission to use their images in such materials.

11. INDEMNIFICATION

Client shall indemnify, defend and hold harmless The Barn, its owner, its management company, and its owners, officers, and employees from and against all demands, suits, judgements, settlements, claims, damages, to persons and/or property, fines, liens, losses, and other liabilities, including reasonable attorney’s fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.



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This indemnity shall survive the termination of this Agreement. Client hereby releases The Barn from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client, Client’s guests or vendors covered by any insurance then in force.

12. DAMAGES AND SECURITY DEPOSIT

Client is responsible for any damages to The Barn Venue and property that may have been caused by the Client and/or the Client’s guests and vendors. Clients are required to adhere to the Venue Usage Rules – Appendix A and are required to ensure their guests and vendors honor them as well. The Client is ultimately responsible for any damage incurred. The Client is within his/her rights to seek redress for damage charges caused by Client’s guests and vendors. The Barn will not involve itself in these efforts.

The Barn Venue Manager will use reasonable best efforts to report any damages or loss of property to the client on the day of the Event, however, some things may not be noticed until after the Event ends. The Barn reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter.

If damage has occurred, The Barn will provide an itemized list to the Client. Note, The Barn staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damage be extensive, Client will be responsible for replacement costs.

13. JURISDICTION

This Agreement falls under the jurisdiction of the state of Illinois and is therefore subject to Illinois laws and regulations.

THE CLIENT CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS VENUE RENTAL AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AND IT’S APPENDICES AS WELL AS OTHER REFERENCED DOCUMENTS:

Client Signature

Barn Signature

Name Printed

Date Signed

**Please Make Check Payable to
Danielle Mayer**



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Venue Rental Agreement – Appendix A

The Barn Venue Usage Rules

The following are usage rules that must be followed by Clients, Client’s guests, and vendors. Non-adherence to these rules will lead to fines and/or damages. Fees are quantified in the Miscellaneous Fee section of the Wedding Package Pricing document.

1. Candles

- **Candles are NOT PERMITTED in or around The Barn and/or its property.** Evidence of real candles being used in or around The Barn and its property will be considered property damage and Client will be responsible for damages.

2. Celebration Items

- The following Celebration Items are NOT permitted at The Barn: bird seed, rice, confetti, party string, Chinese sky lanterns, sparklers, or fireworks. These items are a danger to The Barn, wildlife, and other guests.
- The following items may be used **OUTDOORS ONLY**: bubbles, lavender, real flower petals, (or other similar organic materials).
- Balloons may be used. Balloons must be removed during the Access Period and any broken pieces must be placed in a trash receptacle. If balloons (inflated, deflated, or pieces) are left after the Access Period and any broken pieces must be placed in a trash receptacle.

3. Rules for Client’s Wedding Vendors (Client is responsible for communication of rules)

- **Florists:** Florists may bring their own containers. Client must notify Florist that *every* plant must have an underlying tray to prevent water marks on floors and/or furnishings. All floral equipment and residue (i.e., flower petals or leaves) must be removed from the Venue (building and grounds) during the Access Period. Brooms or rakes are available.
- **Music/Entertainment:** Clients and Client vendors must adhere to the following rules
 - Volumes must be kept at a reasonable volume at all times.
 - No music is allowed outside after 7:00 pm.
 - All music must end by 11:00 pm on Friday or Saturday and 10:00 pm Sunday through Thursday.
 - All equipment must have felt/rubber bottoms or be placed on a carpet or other protective material.
 - Equipment that gets hot during use must be mounted on appropriate fireproof materials.
 - All equipment must be installed and removed during the Access Period.
 - The Barn reserves the right to end Music/Entertainment for not following these rules.
- **Rental Equipment/Wedding Supplies:** Rental Equipment/wedding supplies procured from vendors must be delivered and removed during the Access Period. Should that not be possible, Clients will incur a pickup/delivery fee.



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4. **Smoking:** Smoking is permitted **ONLY** in the designated area (outside at the fire pit). Guests must use provided ashtrays. Guests smoking outside of the designated area will be asked to go to the designated area. Smoking is strictly **PROHIBITED** in or near The Barn.



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Venue Rental Agreement – Appendix B

The Barn Alcohol Policy

Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Client.

Beer, wine, and mixed drinks MUST be served by a qualified bartender.

Alcohol service must cease 30 MINUTES before Client's tear-down time begins.

Specific behavior that will not be tolerated at The Barn can include, but are not limited to the following:

- Fighting
- Destruction of property
- Disrespectful behavior (to other Guests, Vendors, or Barn staff)
- Allowing minor persons to consume alcohol
- Possession and/or consumption of a personal supply of alcohol – this includes private vehicles located in the Venue parking areas
- Consumption of alcohol not served by bartender
- Use of illicit drugs or substances

At the Barn's sole discretion, The Barn reserves the rights to:

- Evict the person(s) engaging in unacceptable activities outlined above, or not complying with the decision of The Barn staff.
- Close the barn and remove all alcoholic beverages from The Barn property.

All Illinois State Laws and Federal Laws must be adhered to at all times.