



Sweet Berry Farm, LLC

Sweet Berry Farm, LLC.

1801 FM 1980 Marble Falls, Texas 78654

Phone: (830)-798-1462

Email: info@sweetberryfarm.com

Venue Booking Contract

This agreement is made effective as of ____/____/____ by and between Sweet Berry Farm, LLC., its Representatives, and

(Name of Client(s)) _____ ("Client(s)").

The Clients represent that they desire to hold a special event or wedding on (date) _____
and (time) _____ am / pm.

1) VENUE RENTAL FEE(S):

(a) The Client(s), agree to pay an initial deposit of \$500.00. This payment serves to hold the venue for the specified date of event or wedding and is payable at the time of contract signature. If all of the terms of the contract have been fulfilled, the deposit will be returned by mail no later than 15 days after the event or wedding and after. If the terms of the contract have **not** been fulfilled by the client(s), this deposit is considered non-refundable.

(b) The Client(s), agree to pay the \$1500.00 rental fee by the day prior to the event or wedding before any set up commences. This includes and is limited to the following:

- i) The rental of the event area on the property of Sweet Berry Farm, LLC. for one day prior to the event or wedding (8:00 a.m. to 12:00 a.m. midnight), the day of the event or wedding (8:00 a.m. to 12:00 a.m. midnight), and until 5:00 p.m. on the day following the event or wedding.
- ii) Seating in the form of benches for up to 150 people. Weddings: seating is for ceremony space ONLY. At this time no chairs are available. We hope to have tables and chairs available for use in the near future.
- iii) Up to 25 red picnic tables.
- iv) Two (2) portable toilets (one handicap, one regular)
- v) Dance floor area
- vi) Buffet/Bar area
- vii) Lights and limited electricity
- viii) Trash receptacles and bags
- ix) Optional use of props is available; including: rustic doorway, chandelier, tiki torches, solar lights, antique truck, and wedding bell in ceremony area.

(c) The client(s) has the option to rent other services from Sweet Berry Farm, LLC. as follows. Please indicate which services you would like to add on to your rental by marking the box next to the service.

- i) Hayride - \$30.00 per hour per hayride. Includes: One (1) Tractor, one (1) Trailer, one (1) Driver, and Seating on Trailer. The Client(s) may purchase up to three (3) hayrides.
- ii) Parking Attendant - \$30.00 per hour per attendant to assist guests in parking and boarding the hayride. If there are 50 or more invited guests and/or If selecting the Hayride option at least one Parking Attendant is mandatory.
- iii) TABC Licensed Bartender - \$30.00 per hour per Bartender as available.
- iv) Rental of 'Prop Trailer' - \$300.00. Includes and is limited to the use of anything found in the designated 'Prop Trailer.' Such as vases, picture frames, furniture, mirrors, etc. The contents from the 'Prop Trailer' must be returned by 5:00 pm the day following the event or wedding in the condition that they were rented. Any items returned damaged, as

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assessed by a Sweet Berry Farm, LLC. representative, the Client(s) will be charged for. Failure to return items on time from the 'Prop Trailer' will result in a forfeit of the deposit.

- v) Rental of Pumpkin(s) - \$250.00. Pumpkin rentals are limited to events or weddings taking place during the fall season and by availability. Includes the use of any pumpkin(s) found at Sweet Berry Farm, LLC. beginning the day before the event or wedding. The pumpkin(s) must be returned undamaged by 5:00 pm the day following the event or wedding. Failure to return the pumpkin(s) on time will result in the forfeit of the deposit. If pumpkin(s) are returned damaged the full price of the damaged pumpkin(s) will be charged to the Client(s). The Client(s) will be billed if the amount of the damaged pumpkin(s) exceeds the deposit.
 - vi) Rental of Extra Portable Toilets – Price subject to supplier
 - vii) Pick-Your-Own Zinnias - \$3.00 per solo cup.
 - viii) Pre-Picked Zinnias - \$6.00 per solo cup.
- } Flowers are seasonal and as available: they are not guaranteed.

- Please note that it is the responsibility of the client(s) to move and return to their respective locations all items rented.

(d) Payments may be made via (cash or cashier's check.)

2) DATE CHANGES:

(a) In the event the Client(s) is forced to change the date of the event or wedding agreed upon by this contract every effort will be made by Sweet Berry Farm, LLC. to transfer reservations to support the new date. Sweet Berry Farm, LLC. requires that all date change requests must be submitted at least 60 days in advance. The Client(s) agrees that in the event of a date change any expenses including the deposits and fees will transfer over to the new date. The Client(s) further understands that last minute changes can impact the quality of the event and that Sweet Berry Farm, LLC. is not responsible for these compromises in quality or in the unavailability of the new date.

(b) Changes in date due to inclement storms is permitted only on the day prior to the event or wedding. In the event of inclement storms the Client(s) request that the special event or wedding be moved to (date) _____ at (time) _____ a.m. / p.m..

3) CANCELLATIONS:

(a) Cancellations are allowed up to 60 days before the event. If cancellations are made less than 60 days in advance the \$500 deposit becomes non-refundable. We understand that sometimes it is necessary to change or cancel a reservation. All cancellations or reservation changes must be made in writing. The Client(s) is responsible for verifying that Sweet Berry Farm, LLC. has received their cancellation letter. We cannot refund any advance payment for a canceled reservation.

(b) Cancellations due to inclement weather will result in a forfeit of the deposit.

4) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by Client(s), which includes all EVENTS PLANNERS, WEDDING COORDINATORS, and VENDORS who are involved in the planning and execution of the special event or wedding on the premises of Sweet Berry Farm, LLC.

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- i) Parking: All vehicles associated in any way with the event or wedding must be parked within the parking area or the drive. No vehicles shall be parked on any other lawn surface unless granted permission by the owners.
- ii) Barbecues/Grills: Barbecues and grills are allowed but they must be pre-approved by a Sweet Berry Farm, LLC. representative. No fires are to be started directly on the grounds of the venue including bonfires, fire pits, etc.
- iii) Candles: All candles must be contained or enclosed in glass unless otherwise approved by a representative of Sweet Berry Farm, LLC.
- iv) Trash: All trash must be picked up and placed in a receptacle or in a bag by the receptacle by 5:00 pm the day after the event or wedding. Failure to do so will result in a forfeit of the deposit.

6) EVENT ENDING TIMES:

All activities must stop by 12:00 a.m. midnight on the day prior to the event. All activities must stop at 12:00 a.m. midnight on the day of the event or wedding and clean-up is allowed until 1:00 a.m., and 5:00 p.m. the day after the event or wedding. Failure to comply will result in the loss of the deposit and a \$250.00 charge for every half hour activities continue to go on past event ending times.

7) DECORATIONS:

Decorations may not be hung in a manner that will damage the venue. All decorations must be removed without leaving damages by 5:00 pm the day after the event or wedding.

Note: The use of birdseed and blowing bubble is permitted for wedding and reception farewells. Rice, confetti, glitter, and balloons are not permitted. Sparklers are permitted ONLY when a burn ban is not in effect in Burnet County.

9) LIQUOR / BEVERAGES / ILLEGAL SUBSTANCES:

A police officer MUST be present at all times when alcohol is served. It is the responsibility of the Client(s) to obtain a police officer. Written proof that the police officer will attend the special event or wedding must be submitted to Sweet Berry Farm, LLC. at least two (2) weeks prior to the event or wedding. All liquor must be served by a Licensed Bartender. Sweet Berry Farm, LLC. gives the Client(s) the option of providing Licensed Bartenders or the Client(s) may provide their own with proof of license submitted two (2) weeks before the event or wedding. Alcohol may not be served to minors. Illegal substances are not allowed at any time on the premises. The client(s) assume full responsibility for any and all guests at the event or wedding. Drunken/Violent disturbances are prohibited and subject to immediate removal from the premises.

11) MUSIC: All music must end by 12:00 a.m. midnight.

12) SMOKING: If the Client(s) wishes to have smoking at their event or wedding a nonrefundable fee of \$250.00 will be charged. Smoking is allowed in the reception space ONLY. The Client(s) must bring in their own disposal units for the cigarettes to be discarded in as none will be provided by Sweet Berry Farm, LLC. The Client(s) must also leave no evidence of smoking or the initial deposit will become non-refundable.

15) INDEMNIFICATION:

The Client(s) shall defend and indemnify Sweet Berry Farm, LLC. and its representatives, land owners, and employees (collectively "Indemnified Parties") from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which

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arise out of, relate to or result from any act or omission of Sweet Berry Farm, LLC. This indemnity shall survive the termination of the Contract.

16) AS IS CONDITION:

The Client(s) agree to accept the Event Area in its "as is condition "with all faults".

17) SIGNATURES:

The Client : _____ Date: _____

Sweet Berry Farm, LLC. Representative: _____ Date: _____

Please provide the contact information requested below:

Phone Number: _____

Alternate Phone Number: _____

E-Mail Address: _____

Mailing Address: _____