

# Paradise Ranch & Retreat

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## Paradise Ranch Event Center Rental Agreement

This Paradise Ranch Event Center Rental Agreement (this “**Agreement**”), effective as of the date signed, (the “**Effective Date**”) is entered into by and between \_\_\_\_\_ (“**Client**”) and Paradise Ranch and Retreat.

This Agreement sets forth the terms and conditions under which Paradise Ranch and Retreat agrees to rent Paradise Ranch Event Center to the Client on \_\_\_\_\_ (date of event) between \_\_\_\_ and \_\_\_\_ (hours of the event) for an event with \_\_\_\_ number of Guests.

**Fees.** The fee for the use of Paradise Ranch Event Center for up to 4 hours is based on the number of guests. Each additional hour beyond 4 hours is an addition \$50. The rental includes a corresponding number of tables and chairs for that many guests as well as serving tables. Table cloths and table decorations are not included. The fees are subject to 9.75% sales tax.

# of Guests	Fee	Fee Summary:	
1-50	\$450	Fee based on # Guests:	_____
51-100	\$500	Fee for Hours > 4 Hours:	_____
101-150	\$550	Total Fee	_____
151-200	\$600	Sales Tax at 9.75%	_____
201-250	\$650	Total Amount Due	_____

**Damage Deposit:** A refundable deposit of \$100 is due upon reservation. If there is no damage or cleanup cost required, then the deposit will be returned within one week after the event.

**Payment Terms.** The Client shall pay Paradise Ranch and Retreat by VISA or Mastercard, cash, check, or wire transfer. The Total Amount Due and the Damage Deposit must be paid to reserve the date and time.

**Cancellation Terms.** A full refund will be made for cancelations more than 30 days prior to the event. A 75% refund will be made for cancelations between 30 and 7 days prior to the event. No refund will be available for cancelations less than a week prior to the event.

**Venue Set Up Time.** The venue's tables and chairs will be set up one hour before the event. Paradise Ranch Event Center will be unlocked and available one hour before the event unless agreed to otherwise.

**Clean Up/Take Down.** The client is responsible for clean up and bagging of all trash before leaving. The Event Center should be left in the same state of cleanliness as it was found. All rental items other than those rented from Paradise Ranch & Retreat must be removed the same day. Any items remaining will be removed as abandoned property and there will be an additional \$100 charge. Client is NOT responsible for cleaning the changing rooms or restrooms.

**Audio/Video Equipment.** If the client would like to use Paradise Ranch & Retreat's audio or video equipment, prior arrangements must be made and there will be an additional fee.

**Photography.** Photos for private and non-commercial use are allowed and may be taken on the grounds surrounding Paradise Event Center. Paradise Ranch & Retreat reserves the right to use photographs of events for promotional purposes unless agreed otherwise in writing.

**Smoking Policy.** There is NO SMOKING permitted on the premises of Paradise Ranch and Retreat, except in a designated outdoor area where receptacles have been provided.

**Insurance.** All Clients, whether entities or individuals, shall have a minimum of \$1,000,000 general liability insurance coverage for the event that names Paradise Ranch and Retreat and owners, Brent & Sharolyn Snyder as an additional insured. Proof of such insurance is required for all functions. Verification of same shall be delivered at least one (1) month prior to the event. The same shall include coverage for any causes of action arising out of the consumption of alcohol on the premises if alcoholic beverages are being served at the event.

In the event the Client is a family or individual organizing an event, an event liability policy or rider from their current homeowners insurance company may be obtained or purchase a separate liability policy may be procured.

In the event the Client is an entity, said entity may name Paradise Ranch and Retreat and owners, Brent & Sharolyn Snyder as an additional insured by virtue of an endorsement to said insurance policy stating that there are no exceptions for any causes of action arising out of the consumption of alcohol on the premises.

Client's Initials: \_\_\_\_\_

**Alcoholic Product Policy.** No liquor beverages are permitted on the premises. Beer and wine are permitted on the premises. ONLY the Client or associated customer representatives will be

permitted to bring in his/her own alcohol for the event. Outside of the caterer or Client, any guest of the Client attempting to bring any alcohol to the associated event at Paradise Ranch and Retreat will immediately be asked to relinquish such alcohol and may be asked to leave the event. If any guest of the Client attempts to bring any alcohol onto the premises of Paradise Ranch and Retreat, a fee may be incurred by the Client at the discretion of the Paradise Ranch and Retreat staff members. **All beer and wine must be served by an ABC licensed bartender.** No person under the age of twenty-one (21) will be permitted to drink or be served alcoholic beverages. Any person under the age of twenty-one (21) found drinking alcoholic beverages will be asked to leave the event and a fee will be incurred by the Client at the sole discretion of Paradise Ranch and Retreat staff members. Any person that serves a person under the age of twenty-one (21) will be reprimanded in an appropriate manner at the discretion of Paradise Ranch and Retreat staff members. No alcoholic beverages will be served past 1:00 a.m., nor will any alcoholic beverages be permitted outside of the designated event area at any point.

Client shall indicate if alcoholic beverages will be served on the premises:

Alcoholic beverages **will** be served on the premises. Client's Initials: \_\_\_\_\_

Alcoholic beverages **will not** be served on the premises. Client's Initials: \_\_\_\_\_

**Flammable Items.** No Flammable items are permitted on the premises without prior approval. Use of the fire pit requires prior arrangements and approval.

**Caterer License.** If the Client elects to use a Caterer and they are not one of the Caterers recommended by Paradise Ranch and Retreat, the Client must provide a copy of the Caterer's license and a signed waiver of liability by the Caterer to Paradise Ranch and Retreat within 30 days prior to the event.

**Indemnification & Liability.** The Client agrees to indemnify and hold harmless Paradise Ranch and Retreat, its owners, employees, contractors and affiliates from any and all claims, demands, losses, actions and liabilities including: injury to persons, damage to property, including but not limited to those caused by a service, food or products hired or obtained by the Client; except for such claims demand, losses, actions or liabilities that arise out of negligence or willful misconduct by Paradise Ranch and Retreat, its owners, employees, contractors and affiliates. Paradise Ranch and Retreat, its owners, employees, contractors or affiliates will not be held responsible for lost stolen or forgotten articles.

**Property Damage.** The client is responsible for the conduct of their guests at all times as well as any damage to buildings, landscaping, fences, equipment or personal property.

**PLEASE ADVISE GUESTS THAT THIS IS A WORKING RANCH AND THERE ARE INHERENT RISKS THAT CANNOT BE AVOIDED SUCH AS HORSES, ELECTRIC FENCES, POND, CREEKS AND RIVER. PLEASE ADVISE PARENTS AND GUESTS TO BE VIGILANT AND SUPERVISE THEIR CHILDREN AT ALL TIMES.**

**Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee and any claim shall be brought before the courts of Robertson County, Tennessee.

**Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

**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.

**Entire Agreement.** This Agreement sets forth the entire terms and conditions under which Paradise Ranch and Retreat and the client agree to use Paradise Ranch and Retreat's facilities and services on the date set forth herein.

**Amendments.** This Agreement may not be amended or changed without the written approval of both the Client and Paradise Ranch and Retreat.

By signing below, both parties agree to the terms and conditions set forth in this Agreement.

**Client:**

**Paradise Ranch and Retreat:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed (effective date)