



Historic Round Barn Events, LLC

P.O. Box 549

Arendtsville, PA 17303

717-677-8842 (office)

Site Coordinator: Jessica Knouse

roundbarnevents@gmail.com

VENUE ADDRESS FOR INVITATIONS:
298 Cashtown Rd. Biglerville, PA 17307

MAKE PAYMENTS TO:
Historic Round Barn Events, LLC
Mail to: P.O. Box 549 Arendtsville, PA 17303



Renter Information

2023 EVENT CONTRACT

Renter Name(s): _____ (COMPLETE LAST PAGE FOR CONTACT INFO)

Name(s) of WEDDING COUPLE if different than RENTER:

WEDDING RECEPTION ONLY — The rental fee will consist of use of the facility for five (5) hours from designated start time until LLC and/or Owner's premises are vacated and secured- i.e. doors locked. This fee also includes tables and chairs for up to 150 guests. The venue will accommodate up to 225 guests. **See page 7 for pricing.**

Date: ___/___/___

Estimated Number of Guests: _____ (max 225)

Estimated Start Time of **Reception**: _____

End Time of Event: _____ 5 hours total for event contract; additional hrs may be purchased

Set-up Dates: Two days prior to event (9 am - 5 pm) _____

Clean-up Date and Time: Day following event (9 am-12 pm) ___/___/___

WEDDING PACKAGE: The rental fee will consist of **CEREMONY AND RECEPTION AT THE ROUND BARN.** "WEDDING PACKAGE" includes all items/hours/terms listed under "WEDDING RECEPTION ONLY". In addition the "PACKAGE" includes up to three hundred dollars (\$300.00) credit toward additional rental items, hours, miscellaneous amenities, etc. This "CREDIT" is not included with the " WEDDING RECEPTION ONLY" option. **INCLUDE ON INVITATION FOR GUESTS TO ARRIVE 30 MINS PRIOR TO CEREMONY START TIME FOR ADEQUATE TIME FOR GUESTS TO BE SHUTTLED TO CEREMONY SITE. See page 7 for pricing.**

Date: ___/___/___

Estimated Number of Guests: _____ (max 225)

Estimated Start Time of **Ceremony**: _____ Estimated Time of **Reception**: _____

End Time of Event: _____ (7 hours total for event contract)

Set-up Dates: Two days prior to event (9 am - 5 pm) _____

Clean-up Date and Time: Day following event (9 am-12 pm) ___/___/___

OTHER EVENT — The fee for this category will be negotiated between parties depending on day of event, time of event, number of hours of event and type of event, etc. will consist of use of the facility for four (4) hours from designated start time or 5 PM whichever is earlier until LLC and/or Owner's premises are vacated and secured- i.e. doors locked. This fee also includes tables and chairs for up to 150 guests. The venue will accommodate up to 225 guests.

Title of Event: _____

Type of Event: _____ Date of event: ___/___/___

Estimated # of guests: _____ Start time of event: _____ End time: _____ (max 4 hrs)

Set-up date(s) (9 am - 5 pm): _____ Tear down date: Day following event (9 am-12 pm)

Funded by Non-profit organization: Yes/No (circle one) Is this event a fundraiser? Yes/No

CONTACT PERSON (if booking for individual or organization): _____ *

NAME OF ORGANIZATION (if applicable): _____

*please complete last page for contact information

Facility Guidelines and Policies

Historic ROUND BARN Events LLC (LLC) / Knouse Fruitlands, Inc. (Owner)

Please initial each section at the designated area at end of each section, indicating your understanding of and agreement to comply with all statements therein.

I. FEES & PAYMENT

A. The Rental Deposit consists of a portion of the Rental Fee plus a \$500.00 Security Deposit and, when paid, secures your reservation date as stated in this contract. Payment is due and payable to Historic ROUND BARN Events LLC upon signing of this contract. Payment may be by cash, check or credit card. The desired date is not secured until full payment is made.

B. The Security Deposit is \$500.00 for all events. The Security Deposit may be decreased or waived at LLC's discretion. The Security Deposit will be returned to the Renter within four (4) weeks after the event upon satisfactory inspection of the rented facility. The Renter will note and report to LLC any damages observed prior to start of event. LLC will note and report to Renter any damages observed at end of event. A portion or all of the security deposit may, at LLC's discretion, be retained to compensate LLC and/or Owner for any damages, additional clean-up cost and/or additional fees not paid prior to the event and attributed to the Renter, including time not included in the contract. In the event that the total cost of repair of damages, clean-up and/or additional fees exceeds the amount of the Security Deposit, the Renter will be billed and will be responsible for payment of the additional expenses incurred by LLC or Owner within seven (7) days of billing.

C. Final Payment of the rental balance is due at the time of or before the pre-event meeting. Failure to pay the balance by such due date will result in the cancellation of the event and this contract. No money will be refunded and the Rental Deposit will be forfeited.

DAMAGES OBSERVED AND REPORTED TO LLC REP BY RENTER DURING SET-UP AND PRIOR TO EVENT:

DAMAGES OBSERVED AND REPORTED TO RENTER BY ROUND BARN LLC REP AT CLOSING OF EVENT:

D. All events must adhere to the rental hours as determined by this contract, including set-up and clean-up. Any set-up time or clean-up time that occurs outside of normal market hours (9AM—5PM) will be charged against the contracted hours for the event. Should Renter's event exceed the contracted number of hours specified in this contract, an additional fee of \$350.00 per hour, or any part thereof, will be assessed and shall be due and payable by Renter. ALL events must be concluded by no later than 11:00 PM. If the event does go beyond the contracted time (**MEANING: REQUIRED CLEAN-UP COMPLETED; ALL PERSONS HAVE VACATED THE BUILDING AND THE DOORS ARE CLOSED AND LOCKED BY LLC**), a minimum of one (1) hour overtime will automatically be charged and shall be due and payable by Renter at the rate of \$250.00 per hour, **\$500.00 AFTER MIDNIGHT**.

E. If Renter's check is returned due to insufficient funds, etc. full payment plus \$100.00 (administrative and bank fees) must be paid in cash, money order or cashier's check to hold the reservation. Otherwise, the event and this contract shall be deemed to have been cancelled.

I:A-E _____

II. SET-UP, CLEAN UP, ETC.

A. Inside event area(s) and surrounding grounds must be left ***"as found or in better condition"*** as they existed at the beginning of the rental period. Set-up and clean-up shall occur during the times stated in this contract, and, to avoid possible additional fees, shall be scheduled during business hours of the Round Barn Farm Market (9:00 AM to 5:00 PM daily). In the event that the set-up and/or clean-up times (including vendors) occur outside such operating hours of the Round Barn Farm Market, those times will be charged against Renter's contracted hours; should this result in time in excess of the number of contracted hours, an additional charge may be assessed, at LLC's discretion.

B. A written schedule of vendor set-up and load in/out must be provided to LLC no later than the pre-event meeting. If a representative of the Renter is not available and if a signature is required at the time of delivery by a Renter's vendor, an LLC's representative shall have the authority to sign on Renter's behalf to acknowledge delivery, and any obvious damage, but will not verify specific quantities, colors, etc. delivered.

C. **All foodstuffs, garbage and trash MUST be removed from the BARN by the contract end time. The Renter is responsible for arranging the clean-up and removal.** Neither the LLC nor Owner is responsible for any clean-up necessary caused by renter, their guests or vendors. Trash cans, bag liners and dumpster is provided by LLC/Owner for Renter's use.

D. Equipment, decorations, supplies etc. may not be delivered or set-up more than two days in advance of the event date and must be removed within one (1) days following the event, unless other arrangements have been approved in writing by LLC prior to the event. Under special circumstances the LLC may request clean-up to be completed by an earlier time and arrangements mutually agreed upon by Renter and LLC will be noted in "Additional Terms".

E. LLC or Owner shall have no liability or responsibility for any lost, damaged or stolen personal property, supplies or equipment of Renter and/or any vendor, nor shall LLC or Owner have any liability or responsibility for any personal injury incurred by Renter and/or any event vendor and/or any guest while in and upon the rented premises.

II:A-E _____

III. FACILITY USE

A. Renter agrees that any event-related use of Owner's facilities shall comply with all statutes, ordinances, rules and regulations issued by Federal, State and Local governments.

B. **No candles or open flames of any kind are allowed anywhere on Owner's premises, with the exception of Sterno for food heating purposes, which must be properly attended at all times. With the sole exception of approved equipment designed to maintain food temperatures, no other heating equipment of any kind is permitted in the BARN. Self-contained catering trailers may be used outside of the BARN at a specifically designated location.**

C. Renter agrees not to bring on to Owner's premises any material, substance, equipment or object which is likely to endanger the life of or cause bodily injury or damage to any person or property, or which is likely to constitute a hazard.

D. Use of any restricted or illegal substance on-site by or on behalf of the responsible contracted Renter, guests and/or associated vendors will result in immediate expulsion from the premises, event cancellation without refund, and notification of the proper authorities and law enforcement officials.

E. Rental of the Owner's premises includes options to use the second floor of the Historic Round Barn, restrooms, the barn bridge entrance, the open areas on the barn bridge side of the Round Barn, parking area and ceremony site. Use of other locations must be discussed and mutually agreed upon in writing (on contract) prior to contract signing. Location changes which may be requested by LLC, Owner or Renter after contract signing will require a written signed mutual agreement. The first floor of the ROUND BARN housing the Farm Market and its adjacent paved parking area are **not** included in the contract as available areas for Renter's use. **Note: a request (again, noted on contract) may be made by Renter, at no additional fee, for Market hours to be extended past 5PM for the benefit of their guests.**

F. Total attendance (including vendors) for events inside the Historic Round Barn shall not exceed two hundred fifty (250).

G. Parking is available immediately adjacent to the ROUND BARN.

H. Shuttle to ceremony site is provided. **NO ONE, AT ANY TIME, will be permitted to drive to the ceremony site without prior written permission. It is **Renter's responsibility** to inform all persons, i.e. helpers, guests, vendors, etc. of this **VERY IMPORTANT POLICY**. The ceremony site is located on a working farm and this policy is intended for and strictly enforced for everyone's safety. Special arrangements will be planned for the transportation to the ceremony site for anyone not able to board the bus.

I. Animals are not permitted at any event within the BARN, with the exception of service animals.

J. No smoking is permitted inside any building or within twenty-five feet (25') of any building upon Owner's premises. A designated smoking area will be established at least twenty-five feet (25') from all buildings. The area will be well-marked, and LLC will provide receptacles for cigar/cigarette butts. The "smoking area" must be cleared of butts, trash, etc. after the event by Renter. Renter is responsible for conveying all rules regarding smoking and fire regulations to all attendees. **III: A-I _____**

IV. DECORATIONS

A. All decorations, signs, facades, etc., along with the manner of installation thereof, must be discussed and approved in writing by LLC no later than the pre-event meeting. All manner of attachment must be removed along with the decorations. Decorations at Ceremony site **MUST** be taken down/returned to storage/taken home by Renter if owned by Renter no later than the day after the event by 5 p.m. Decoration items or trash **NOT** removed by Renter within given time of clean up (no later than 5 p.m. the day after the event) may result in a CHARGE to Renter for additional clean-up/tear-down work for Owner.

B. Renter shall not cause or permit Owner's facilities to be damaged, marred or in any manner defaced or altered.

C. Use of any type of glitter, confetti, rice or birdseed on Owner's premises is prohibited. No artificial flower petals may be thrown at ceremony site.

D. A selected variety of decorations owned by venue Owner (Historic Round Barn Events LLC) may be used by Renter for the event at no additional cost. These decorations may include but are not limited to: wood cuts, apple crates, lanterns, LED candles, votives, mason jars, fabric pieces, lighted branches, antique glassware, etc.; these items are designated in storage as designated by venue coordinator. After event, decorations owned by Owner must be returned to venue storage or left within the BARN. Failure to return items to storage or left in BARN may result in a CHARGE for missing items at discretion of Owner.

IV: A-C _____

V. BEVERAGES, FOOD, ETC.

A. Alcoholic beverages are permitted only in accordance with all local and state laws, provided that a proper Certificate of Insurance (naming LLC and Owner as additionally named insured parties) has been obtained by the Renter and provided to LLC, covering the liability of serving alcoholic beverages, etc. Copies of the aforementioned documents must be provided to LLC no later than the pre-event meeting, and in default thereof, the event may be cancelled without refund. Renter expressly and knowingly assumes all responsibility and liability associated with the service and consumption of alcoholic beverages before, during and after the event. Renter shall be solely responsible to ensure that no person becomes so impaired as a result of the consumption of alcohol that he/she becomes a danger to himself/herself and/or others. **All serving of alcoholic beverages is required to cease forty-five (45) minutes before the scheduled end of the event.** In the event that LLC's or Owner's representative determines, in its sole discretion, that Renter has failed to manage and control the consumption of alcoholic beverages during the event and/or on Owner's premises, LLC or Owner's representative reserves the right to immediately terminate the service and consumption of alcohol at the event; the reservation of such right shall in no way relieve the Renter of any responsibility or liability regarding the service and consumption of alcoholic beverages at the event.

B. The Renter acknowledges that LLC/Owner’s liability insurance expressly excludes coverage for any damages or injury associated with the consumption of alcoholic beverages in and upon Owner’s premises.

C. It is the Renter’s responsibility to determine that Vendors have proper licenses and liability insurance coverage. Food in chaffing dishes may be heated with electricity or Sterno. Use of Sterno requires an individual specifically assigned to monitor the food table(s) at all times during Sterno use. Otherwise, no open flames will be allowed inside Owner’s facility. Renter acknowledges that Owner does not provide commercial kitchen or catering facilities. Limited accommodations (refrigeration, water, etc.) may be made in advance of the event with the written prior approval of the LLC OR Owner.

V: A-C _____

VI. RENTER’S RESPONSIBILITY AND INDEMNITY

A. Relative to any and all events, the Renter must obtain a general liability policy of insurance and provide LLC with a Certificate of such insurance, naming Historic ROUND BARN Events LLC and Knouse Fruitlands, Incorporated as an **additionally named insured parties**, with a liability limit of \$1,000,000.00 for **all** events, and which Certificate of Insurance must be provided to LLC no later than the pre-event meeting. Failure to comply with such liability insurance requirements will result in cancellation of event and forfeiture of all deposits and rental monies.

B. The conduct and welfare of all guests, participants, and spectators while on Owner’s premises shall be the sole responsibility of the Renter. Renter shall also be solely responsible for any injury to persons or property, and/or loss of, damage to, or theft of personal property, while on Owner’s premises, before, during and after the rental period, or in connection with and/or as a result of the event. LLC or Owner’s representative reserves the right, in its sole discretion, to immediately evict any unruly person(s) from the premises; further, LLC or Owner’s representative reserves the right to close down ANY event activity that poses a threat to the safety of the participants or Owner’s facilities.

C. Renter shall, and does hereby, release, indemnify, and save harmless, LLC, Owner and Owner’s agents, officers and employees of Knouse Fruitlands, Incorporated from and for any and all responsibility or liability of any nature whatsoever relative to any and all damages or injuries of any kind or nature whatever (including death) to all persons or property, whether guests, agents, employees or vendors of the Renter or persons attending the event for which Owner’s premises have been rented, and relative to all property damage proximately caused by, incident to, resulting from, arising out of, or occurring in connections with, the use by the Renter of Owner’s premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney’s fees.

D. LLC and/or Owner shall have no liability or responsibility for any “Acts of God” or *force majeure* such as, but not limited to, extreme high or low temperatures, winds, flooding, earthquakes, tornadoes, hurricanes, lightning, power failure, fire, terrorism or any other unforeseen occurrence that shall make the fulfillment of the contract impossible. In the event that any such occurrence renders LLC’s or Owner’s fulfillment of this contract impossible or impractical, LLC may, in its discretion, terminate this contract, in which event Renter’s payments shall be refunded, and LLC or Owner shall have no further liability unto Renter or any of Renter’s invitees or vendors.

E. It shall be the sole responsibility of the Renter to provide Owner with copies of all necessary event-related permits, licenses, and insurance coverage no later than the pre-event meeting.

VI: A-E _____

VII. BUILDING/EVENT SUPERVISION

An LLC representative or representative of Owner must and will be on Owner’s premises at all times in the area(s) being used during all activities related to the rental period, including the actual event, as well as set-up and clean-up. A meal will be provided to LLC representative when event includes a meal.

VII: _____

VIII. CANCELLATION POLICY

A. A written, dated notice of cancellation must be received by LLC from Renter in order for any consideration of refunds. Renter shall be required to pay entire contract amount should no timely written cancellation notice be received by LLC.

B. Refund schedule:

- One hundred eighty (180) days or more prior to event date, 75% of the Rental Deposit and no Security deposit will be refunded.
- One hundred fifty(150-179) days prior to event date, 50% of the Rental Deposit and no Security Deposit will be refunded.
- One hundred twenty (120-149) days prior to event date, 25% of the Rental Deposit and no Security Deposit will be refunded
- One hundred nineteen (119) days or less prior to event date, no refund will be made.
- In addition, the one half (1/2) balance of rental due must also be paid if notification is less than ninety (90) days of Event.

VIII: A-B _____

IX. PERMISSION TO USE PHOTOGRAPHS/VIDEOS

I/we grant to LLC, Owner, its representative and employees the right to take photos/videos of my event. I/we authorize LLC, Owner, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I/we agree that LLC and/or Owner may use such photos/videos of my event with or without my name and for any lawful purpose, including publicity, illustration, advertising and website content for the promotion of the *Historic* ROUND BARN and Farm Market, *Historic* ROUND BARN LLC or Thirsty Farmer LLC.

IX: _____

ADDITIONAL TERMS, CONDITIONS, SPECIAL REQUESTS:

*ANY EXCEPTIONS TO THESE POLICIES AND GUIDELINES WILL REQUIRE PRIOR WRITTEN APPROVAL, NOTED HEREIN, OF LLC OR OWNER. ANY CHANGES TO THE CONTRACT AFTER ITS SIGNING MUST BE MADE IN WRITING, AGREED TO AND SIGNED BY BOTH LLC OR OWNER AND RENTER. RENTER ACKNOWLEDGES AND AGREES THAT THERE ARE NO VERBAL AGREEMENTS, REPRESENTATIONS OR ASSURANCES UPON WHICH RENTER HAS RELIED IN SIGNING AND RETURNING THIS CONTRACT, AND THAT **ONLY** THIS CONTRACT'S WRITTEN PROVISIONS SHALL BE BINDING UPON LLC OR OWNER.*

I/WE _____, hereby assume responsibility and liability for any and all injuries or damages to persons or property which may occur, directly or indirectly, as a result of my/our use of the Owner's property for my planned event, as such event is described in this contract, whether such injury or damage occurs before, during, or after such event. Also, I/we shall indemnify and hold harmless LLC, Owner, their employees and agents from all responsibility against any claims filed by parties for any such injuries, acts and all damages.

In consideration of being allowed to set up equipment at and access the Owner's property, I/we hereby personally assume all risks in connection with my/our actions and those of any service providers while on the property and, for any harm, injury or damage that may befall me/us or those of any service providers, whether foreseen or unforeseen.

I/We further state that I/we am of lawful age and legally competent to sign this contract. I/We understand that the terms herein are contractual and not a mere recital, and that I/we have signed this document of my/our own free act.

I/We also agree that I/ we have read this entire contract and completely understand it in its entirety and agree to everything in its contents. I/We will agree to abide by every policy and guideline put forth in this contract.

RENTER

Historic ROUND BARN Events LLC

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

DATE: _____

DATE: _____

RENTER INFORMATION (INDIVIDUAL)	COUPLE INFORMATION:	RENTER INFORMATION (ORGANIZATION):
RENTER NAME: ADDRESS: CITY, STATE, ZIP: PHONE #: EMAIL:	BRIDE/GROOM (NAME): PHONE: EMAIL: ADDRESS: BRIDE/GROOM (NAME): PHONE: EMAIL: ADDRESS:	ORGANIZATION: ADDRESS: CITY, STATE, ZIP: CONTACT PERSON: PHONE #: EMAIL:

Historic Round Barn Weddings

PACKAGE PRICING

RENTAL FEES	SPRING April, May & June	SUMMER July & August	FALL September, October & November
RECEPTION ONLY	\$4,500 Rental Credit: \$200	\$4,000 Rental Credit: \$100	\$5,500 Rental Credit: \$300
WEDDING PACKAGE (ceremony & reception)	\$5,000 Rental Credit: \$250	\$4,500 Rental Credit: \$150	\$6,000 Rental credit: \$350
SECURITY DEPOSIT (refundable)	\$500	\$500	\$500
DEPOSIT TO HOLD VENUE FOR RECEPTION ONLY	\$500 (security deposit) \$1,000 (towards rental fee) Balance due 1 week before event: \$2,500.00	\$500 (security deposit) \$1,000 (towards rental fee) Balance due 1 week before event: \$1,800.00	\$500 (security deposit) \$1,000 (towards rental fee) Balance due 1 week before event: \$3,000.00
DEPOSIT TO HOLD VENUE FOR WEDDING PACKAGE	\$500 (security deposit) \$1,500 (towards rental fee) Balance due: \$3,000.00	\$500 (security deposit) \$1,000 (towards rental fee) Balance due: \$2,600.00	\$500 (security deposit) \$2,000 (towards rental fee) Balance due: \$3,500.00
SPECIAL EVENT (non-wedding function)	Prices for special events are available by personal quote only. ---- Security Deposit of \$250 to hold venue	Prices for special events are available by personal quote only ---- Security Deposit of \$250 to hold venue	Prices for special events are available by personal quote only. ---- Security Deposit of \$250 to hold venue