



South 40 Events
Barn/Pavilion

50 Yegen Place, Lincoln, ND 58504
Phone: (719) 650-4984

South 40 Events Contract for Weddings/Receptions/Events

PLEASE READ THIS ENTIRE CONTRACT BEFORE SIGNING. YOU WILL BE INITIALING EACH PAGE TO ACKNOWLEDGE THAT YOU HAVE READ AND COMPLETELY UNDERSTAND THIS CONTRACT.

THIS AGREEMENT is made and entered into by and between South 40 Events and the Bride, Groom, or persons responsible for the Wedding Reception or Event, (hereinafter referred to collectively as **"The Host"**).

PREFACE

1. South 40 Events is a privately held company located at 50 Yegen Place, Lincoln, ND 58504.
2. South 40 Events, the Company, and its directors, officers, employees, agents, licensees, independent contractors, vendors, successors and/or assigns, are hereinafter, sometimes individually and collectively referred to as **"South 40 Events."**

Agreed to by _____ (initials)

AGREEMENT

NOW THEREFORE, in consideration of the aforementioned Preface and the promises and covenants contained therein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Host and South 40 Events agree as follows:

1. **Term.** The term of this agreement shall be limited to the date of the Wedding/Reception/Event, as well as, those times necessary to prepare for that event. The preparation/decorating times shall be requested by The Host and agreed to by South 40 Events before The Host schedules vendor visits to the facility.
2. **Assumption of Risk.** Using South 40 Events for a Wedding/Reception/Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries, (ii) major injuries, and (iii) catastrophic injuries. The Host acknowledges that every precaution will be taken by South 40 Events in ensuring its safety. However, in the absence of willful misconduct or gross negligence, South 40 Events will not be responsible for any injuries to any parties in attendance at The Wedding/Reception/Event.
3. **Waiver of Liability.** The Host agrees to release, waive, discharge and covenant not to sue South 40 Events or any service provider of South 40 Events, from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of South 40 Events, that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by The Host or The Host's guests while attending the Wedding/Reception/Event at South 40 Events. The Host agrees to further release, waive, discharge and covenant not to sue South 40 Events from any liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of South 40 Events, which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of any vendors or service providers to the Wedding/Reception/Event.
4. **Hold Harmless and Indemnification.** The Host agrees to defend, indemnify and hold harmless South 40 Events from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) directly or indirectly arising out of, or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortious conduct (active or passive) of The Host or The Host's guests.
5. **Medical Authorization.**
 - 5.1 South 40 Events Medical Policy. It is the policy of South 40 Events that in the event of injury, 911 will be called immediately and without hesitation.
 - 5.2 Costs. The Host agrees that South 40 Events will not accept responsibility for any costs related to the call. South 40 Events will not be responsible for the cost of any medical care or emergency treatments. The Host agrees that any bills will be forwarded to The Host.

6. **Description of Services provided by South 40 Events**

6.1 South 40 Events agrees to make available the following

Saturday Events ONLY:

- Setup time beginning @ 8:00 AM on the day of the Event – Event End time 12:30 AM.
- 16 -Hour function time (Removal of any decorations brought in by the Client is noon Sunday following event). If you exceed your time frame, you will be charged \$100/hour (one hour minimum).
- **Post-Event** Cleaning Services are part of the contract. However, garbage from the event food, drinks, and bottles must be removed by end of event. A ½ hour window is allowed until 1 AM evening of event to remove food and drinks and put garbage in dumpster. During the Event, your staff or your caterer or alcohol provider should be emptying the trashcans. You will be responsible for removing all of your decorations, gifts, etc. by Sunday Noon. Please make sure your vendors are aware of the time frame so they are packed up and out by noon Sunday.
- NOTE: South 40 Events does not have cleaning staff on site **during** your event.
- Stage for band
- Tables, Chairs

Friday Events ONLY:

- Setup time beginning @ 8:00 AM on day of the Event – Event End time 12:30 AM.
- **Post-Event** Cleaning Services are part of the contract. However, garbage from the event food, drinks, and bottles must be removed by end of event. A ½ hour window is allowed until 1 AM evening of event to remove food and drinks and put garbage in dumpster. During the Event, your staff or your caterer or alcohol provider should be emptying the trashcans. You will be responsible for removing all of your decorations, gifts, etc. by id out by 8 AM on Saturday.
- NOTE: South 40 Events does not have cleaning staff on site **during** your event.
- Stage for band
- Tables, Chairs

*6.2 *Please note that additional charges may apply in some instances and that each quote is individually based. South 40 Events maintains exclusive rights to provide these services and South 40 Events does not allow outside vendors without their prior written consent. South 40 Events reserves the right to refuse outside vendors (including security companies and Table, Chair and Linen providers.)*

7. **Description of Services NOT Provided by South 40 Events.**

- 7.1 Chair Covers
- 7.2 DJ and/or Band
- 7.3 Photography Services
- 7.4 Florists
- 7.5 Bakery
- 7.6 Wedding coordinator
- 7.7 Linens (South 40 Events can provide for a \$7/linen fee) paid in advance
- 7.8 Security (South 40 will coordinate with Security Firm – 3rd Party Contract)

8. **Payments.**

Agreed to by _____ (initials)

8.1 Quote. An individual quote will be prepared outlining the services to be provided during your event and incumbent fees. The base facility rental is as follows:

- _____ Barn and adjacent courtyard \$3,500/day
- _____ Pavilion and adjacent garden/courtyard \$3,500/day
- _____ Outside Wedding option (see separate addendum) \$1/chair
- _____ \$200 Clean Fee Deposit (Due 90 days prior to event)

The base rent includes a single setup of chairs and tables. Additional setup fee will be quoted (Outside wedding setup – Not included)

The final quote/invoice will include the rental of facility, plus any additional incumbent fees.

8.2 Deposit. A \$1,000.00 non-refundable security deposit (this reserves your date) of the total quote is required at the signing of this agreement. A credit card will be placed on file and may be charged in event of damages and miscellaneous services (see 8.4). Additional Cleaning Deposit of \$200 due 90 days prior to event.

8.3 Event Cancellation. If your event is cancelled due to no fault of South 40 Events, the entire deposit will be retained by South 40 Events.

8.4 Security Deposit. A post inspection of South 40 Events premises subsequent to the event will be conducted to determine any damages. In the event of damages your credit card will be charged accordingly. South 40 reserves the right to determine fair monetary compensation. Any additional services can be paid post event via the credit card on file or by cash or check. All fees are due within 24 hours after the event.

8.5 Payment Due Date. The Host agrees that full payment for the Wedding/Reception event will be received no later than 90 days prior to the date of the event. The Deposit (\$1,000.00) is due upon booking.

8.6 Payments to Third Parties. The Host hereby acknowledges that The Host's signature on this Agreement obligates The Host to pay for any third-party services requested by The Host. South 40 Events will NOT be responsible for paying any third parties in connection with this event.

8.7 Payment Obligation. The Host hereby acknowledges that The Host's signature on this Agreement obligates The Host to pay the full quote established for the purposes of the Wedding/Reception Event.

8.8 NO Pro-Rating of Services. The full amount of the quote is due regardless of whether or not all services are used.

8.9 NO PARTIAL REFUNDS. If your Event is shut down early for any reason deemed appropriate by South 40 Events' Staff and/or Security Guards on the premises, The Host will not be reimbursed any monies from South 40 Events.

8.10 Method of Payment. South 40 Events reserves the right to dictate method of payment and reserves the right to refuse a particular type of payment and demand certified funds. Should a check be returned to South 40 Events for any reason, South 40 Events may require that all future payments made in certified funds (I.e. the form of cashier's check, certified check, or money order). A service charge of \$50.00 per returned check will be assessed to cover bank fees and processing charges.

8.11 Payment Processing. All Rental Fee payments and deposits will be processed and deposited into South 40 Events' account prior to your scheduled event. If a cancellation is made within 89 days of your Event, all fees are forfeited and will be kept by South 40 Events. **The final payment for your Event must be made at**

least 90 days prior to your scheduled event (i.e., if your event is on October 12th – the final payment must be made no later than July 12th). All payments can be made by check, credit card, cash, or money order.

Lost Items. The Host understands that South 40 Events will not be held liable for any lost, misplaced, stolen or damaged goods. The Host is responsible to confirm that there are no items left that do not belong to South 40 Events. Any items left will be donated to charity or discarded.

9. **Termination.** This agreement is binding and may not be terminated by The Host. However, South 40 Events reserves the right to terminate this agreement for non-payment. Upon termination of the agreement for non-payment, The Host forfeits all rights to any previous payments, as well as the reserved date of the event.
10. **Use of Performances and Copyright Policy.** South 40 Events may from time-to-time take pictures and or moving images during the set-up, take down, or the actual event. These images will remain the property of South 40 Events. All ownership (including copyright) as well as all other rights, title and interest in and to these pictures and recordings shall belong exclusively to South 40 Events and the producing company and may be used for advertising South 40 Events.
11. **Rules and Regulations.** South 40 Events has established rules and regulations to protect the safety of The Host, guests, and facility. **Default/Breach.** Unless otherwise specifically stated, the following instances constitute a breach in this agreement and hence, a forfeiting of the security deposit. Additionally, those who are violating the rules, whether it is guests or The Host can and will be removed from the Wedding/Reception/Event.

12.1 South 40 Events Staff and Security reserve the right to remove any guests that are exhibiting inappropriate behavior (i.e., destruction of property, fighting, drunkenness, smoking in the building, unauthorized entry into the facility, etc.). The guest will be asked to leave immediately by the Security Guards and not allowed to re-enter. There is NO underage drinking and security will strictly enforce state law.

12.2 There are strict fire codes regarding the maximum occupancy of South 40 Events. Each facility has a limit and will be strictly followed.

12.3 South 40 Events is a historic site. All decorations must comply with all rules and regulations regarding the care and preservation of such sites. The Host or The Host's decorator may use staples, tacks, and/or small tack nails in the decorating process but they will need to be removed during the cleanup. If there are any questions regarding the type of decorations allowed, please contact the Management office at the number at the top of this contract. Any physical changes to landscape and/or venue must have prior approval from South 40 Events.

12.4 South 40 Events agrees that beer/wine/liquor may be allowed during the reception/dance – there will be no outside liquor allowed on South 40 Events facility that has not been brought in under the liquor license of the South40 for the event. Guests will NOT be allowed to bring outside alcohol onto premise. Red-eye or Everclear type shots are NOT allowed.

12.5 The Host acknowledges that he/she is solely responsible for the actions of The Host's guests while they are on South 40 Events' premises and The Host shall maintain an appropriate level of decorum throughout the time those guests are present at South 40 Events.

12.6 The Host will not allow any guest to engage in any illegal activity or behavior that may disturb South 40 Events' neighbors. All actions taken at the South 40 will be performed in a lawful, prudent, and safe manner and will not interfere with

South 40 Events' operations. The Host will be responsible for maintaining compliance of all Lincoln Health Department and city regulations.

12.7 There should be NO firearms on the Premises at any time.

13. **Damages.** South 40 Events reserves the right to file a claim and/or suit against The Host for any damages sustained as a result of The Wedding/Reception/Event held by The Host. This includes, and is not limited to those damages caused by The Host and/or guests and/or any Third Parties involved, including any entity providing service to The Host or directly or indirectly resulting from The Wedding/Reception/Event conducted by The Host. This includes, but is not limited to, any and all third parties on the Premises as a result of this Wedding/Reception/Event, such as: vendors, bands, DJ's, emergency medical staff, police department, fire department, and/or any other entity providing service, whether requested or not, to the Wedding/Reception/Event. Damages includes physical damage to any part of The Premises, personal injury to any person attending the Wedding/Reception/Event, any unpaid balances to third-party vendors, and any other physical, financial, or personal damage sustained as a result of this function.

14. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the North Dakota, regardless of the place of its execution or performance. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 14, which shall be the sole and exclusive procedures for the resolution of any disputes.

14.1 Negotiation Between Parties. South 40 Events and The Host, or claimant collectively, the "**Parties**"), shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between The Host and South 40 Events.

14.2 **All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.**

Notices. Each party giving or making any notice, request, demand or other communication (each, a "**Notice**") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or facsimile.

15. **Waivers.** The Parties may waive this Agreement, particular Sections of this Agreement or any policy of South 40 Events only by writing executed by The Parties. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppels of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for that purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party or person.

16. **Amendments.** The Parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

17. **Merger.** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the Parties' agreement on the matter contained in this Agreement. The provisions of this Agreement are expressly

merged into and suspended by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

18. **Force Majeure.** The Parties shall not be liable for failure to perform under the terms and conditions of this Agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any cause beyond the control of the Parties, excluding economic hardship, changes in market conditions, and insufficiency of funds.
19. **Acknowledgement and Understanding.** The Host hereby acknowledges that he/she has completely read and fully understands the terms of this Agreement, and understands that The Host is giving up **substantial rights**, including the right to sue. The Host signs this Agreement freely and voluntarily and with sound mind.
20. **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
21. **Captions.** The Descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

Signed this ____ day of _____, 20_____.

The Host

Date

South 40 Events

Date

South 40 Events Acknowledgement

I understand and agree to South 40 Events' Guidelines and Rules and Regulations set forth in this Contract. I further agree that I will be held responsible for any damages sustained by South 40 Events, its partners and assigned, directly or indirectly resulting from this event. South 40 Events reserves the right to periodically update facility décor and infrastructure.

Signature: _____

Printed Name: _____

Home Phone: _____ Cell Phone: _____

Home Address: _____

E-Mail: _____

Date of Event: _____ Time: From _____ until _____

Description of Event: Wedding – Reception – Event

I agree to remove all items at the end of the night that I brought in for our event and that I will do so within the 9-hour time frame. If I fail to do so, I understand I will lose part of my deposit. I also understand that I will be charged \$100/hour for any time over the 9 hours.

Printed Name
Amount of Deposit Paid: \$ _____
Amount of Additional Fee Paid: \$ _____
Cleaning Deposit \$200 Fee Paid: \$ _____ (90 days prior to event)

Signature

Equipment & Services

- Chairs/Tables Included when setup within building rental facility –
 - Rounds (8/Table) Qty _____
 - 8' Rectangle (10/Table – includes 1 on each end) Qty _____
 - Head Table _____ Qty _____
 - Special Details _____

Agreed to by _____ (initials)

- Outdoor Wedding Qty _____
 - Location on Property _____
 - \$1/Chair Qty _____ (Total Cost \$_____)
 - Decorations _____
 - Canopy Tent (\$50) size _____ 10X10
 - Backdrop _____ (Fee) _____
 - Sound System \$125 (Bose)

- Decorations
 - Mason Jars \$.50 Each
 - Table Cloths \$5 Each
 - Candles Varies
 - Burlap Runners \$1 Each
 - Back Drop Varies
 - Vases \$1 Each
 - Lanterns \$5 Each
 - Gazebo \$25

- Food Equipment
 - Coffee Pot \$25 (Includes Coffee)
 - Water Pitchers \$2 Each
 - Ice/Water
 - Coolers with Water on Ice \$5 – Plus \$15/fill on Ice
 - Soda on Ice \$1 Each
 - Beverage Dispensers – Lemonade, Ice Tea, Punch \$10 (Includes Drink)
 - Chafing Dishes (Qty) \$5 Each (Sterno Included)
 - Sternos
 - Foil
 - Cello Wrap
 - Wine Glasses \$2 Each
 - Water Glasses \$2 Each

- Plates \$1 Each
- Place Mats .25
- Napkins .25
- Silver Ware \$10/25 Place Setting
- Golf Cart
 - Shuttling \$50/wedding
 - Parking Attendant \$25

Services

Change Over for Reception -Tables and Chairs – Barn 200 chairs and tables \$100 –