

The YARD

WEDDINGS AND EVENTS

The parties agree that the foregoing reservations are made and accepted subject to the following terms and conditions. This contract is for specific dates and times. Additional time will be subject to additional charges and must be arranged by mutual agreement of the parties. Set-up schedule must be included in the contract reservations.

DEPOSITS AND PAYMENTS

The deposit is 50% of the Rental Fee, and a \$500 refundable damage deposit. This reserves your event date. The deposit is due at the signing of the Rental Contract and is **not refundable**.

All deposits will be applied to the final bill. The client must provide the final payment for the rental 30 days prior to the date of the event or at the walk through. A finance charge of up to 1% per month, an annual rate of 12%, may be assessed on all past due accounts.

Any additional payments will be collected at the conclusion of the event (i.e. add-ons the day of the event.) Overpayments will be refunded within a respectable time frame. Accounts remaining unpaid beyond 30 days are subject to an additional service charge.

CANCELLATION POLICY

All cancellations are required in writing, dated and signed by both parties involved in the original contract, the customer and The YARD representative. Any deposits/payments applied are **non-refundable**. A cancellation form can be provided by The YARD upon your request. Cancellation of an event less than 60 days prior will be subject to a cancellation fee of 50% of the estimated price of the total event including estimated food and beverage planned amounts.

DATE ADJUSTMENTS

All date adjustments are required in writing, dated and signed by both parties involved in the original contract, the customer and The YARD representative. A \$500 change fee will be assessed. All date changes must be made six months prior to the date of the event. Any changes made after the six month window are subject to the cancellation policy as previously stated above.

THEFT AND DAMAGES

The damage deposit of \$500 is refundable, given there are no damages to the property. Notwithstanding the \$500 damage deposit, the Client agrees to be responsible for and will indemnify The YARD any damage to or theft of furniture, fixtures, equipment, table accessories or other property by the Client's guests, invitees, employees, or other individuals responsible to the Client. The YARD will assume no financial responsibility for damaged or stolen property brought to the facility by the Client, the Client's guests or outside vendors.

NUMBER OF GUESTS

The recommended number of guests for a seated event in the ballroom is about 100+ and 200+ in the attached Tent. For more than 300 guests, based on The YARD Inventory of tables and chairs, you may need to rent additional tent space, tables, chairs, portable toilets, and portable dance floor.

EVENT HOURS & SET-UP

Morning Event Rental Hours are between 8:00AM to 11:00 AM for a three hour time period and one hour for cleanup. Clean-up must be completed and all guests/vendors must vacate the property within one hour after the end of the event no later than 12:00PM (noon). Additional time may be available at an hourly rate.

Evening Rental Hours are between 1:00PM to 12:00AM (midnight) for an 11 hour time period and one hour for cleanup. Last call for alcohol is 11:15PM with the last serving at 11:30PM. Guests need to vacate the venue by 12:00AM. Clean-up must be completed and all guests/vendors must vacate the property within one hour after the end of the event no later than 1:00AM.

Full Day Event Rental Hours are between 8:00AM to 12:00AM (midnight) for a 16 hour time period and one hour for cleanup. Last call for alcohol is 11:15PM with the last serving at 11:30PM. Guests need to vacate the venue by 12:00AM (Midnight). Clean-up must be completed and all guests/vendors/Clients must vacate the property within one hour after the end of the event no later than 1:00AM.

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Bridal Suite Prep area is available at 8:00AM and will be locked by The YARD Staff and key turned in when the ceremony or event begins or when the bar is open. All personal items or decor should be removed by this time. It will be unlocked at the end of the event to allow Client access for CLEAN UP and removal of any remaining personal items or decor if not already done prior. If Client needs additional time or any other arrangements, they need to be noted on this contract.

Rehearsals are provided based on availability and are not guaranteed. They will be scheduled at the time of the final walkthrough. Please check with your coordinator prior to inviting guests.

Custom Ceremonies or Setups are encouraged and all fees and expenses related to them need to be noted and attached to this contract.

Event timeline will be determined with The YARD associate at the final walkthrough. Client agrees to begin the function(s) promptly at the scheduled time and agrees to vacate at the hour indicated above. Client further agrees to reimburse The YARD for expenses incurred as a result of Client's failure to comply.

DECORATIONS, PROPS, STAGES, ETC.

Any interior and exterior decorating or setup must be approved by The YARD in advance. At no time is renter allowed on a ladder. The YARD staff must complete all decorating work on a ladder. If you need ladder work, you must notify The YARD staff in writing 2 weeks before your event. All decorations or setup must be hung without defacing the building or property. The YARD does not provide equipment for decorating. All decorations must meet the local fire code and health department regulations. Client is responsible for compliance. No electrical circuits may be altered. No vehicles are allowed on the GRASS. Client further agrees to reimburse The YARD for expenses incurred as a result of Client's failure to comply.

These items are NOT ALLOWED: Individually wrapped candy or party favors, Smoke or Bubble machines, Confetti, glitter, bird seed, rice, helium balloons, nails, tacks, adhesive tape, glue, paint, silly

string, open flame candles, floating candle bag lanterns, fireworks, non biodegradable petals, etc.

CLEAN UP

The Client using the facility must clear all décor and rental items within one hour after the event end time. **The YARD is not responsible for any items left beyond the contracted rental period.** The Client shall leave all areas **including the Bridal Suite Prep Area** in a clean and orderly condition at the end of the term of this agreement. If areas are not cleared and/or cleaned as it was before the event, within the contracted time period, The YARD will clean the facility and deduct the cleaning cost from the damage deposit. The client is responsible for all cleaning costs and damages beyond the damage deposit.

LIABILITY & LOSS

The YARD is not responsible for the loss of enjoyment due to delays, interruptions, changes in arrangements, or to other services which are caused by circumstances amounting to force majeure, such as, but not limited to; war, riots, labor strikes, acts of God, government regulations or restrictions on travel, natural disaster or adverse weather conditions.

Please assign a person from your group to take care of all wedding cards, gifts, decorations and any extra cake. The YARD is not responsible for any loss, damaged or stolen items to the customer's displays, decorations, or other property used for the event. This will be the sole responsibility of the client.

SECURITY

A member of The YARD staff will be on site at all times during the set-up and execution of events. The Police Chief shall be solely responsible for determining the security requirements. Client shall be responsible for payment to the City if security is required.

PARKING

Is allowed in the onsite parking lot Only. It accommodates up to 80 vehicles. No Motorhomes or heavy vehicles are allowed on the property. A valet and/or shuttle service is required at the client's expense for all Ballroom or White Tent event packages with more than 80 vehicles. For the Dream Package guests are allowed to use the overflow parking.

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If you exceed the limit of 80 cars on the property and do not have a shuttle or valet service to take care of the overflow parking, The YARD reserves the right to charge you for any incurred labor or other costs.

Guests are **NOT allowed** to self-park in the **Drop Off area, on the Grass**, on any other lot, farmers field, OR roadside nearby. Clay County law prohibits our guests from parking on any areas off The YARD property. The Client will be held responsible for all damage to crops, fines, ruts, accidents etc.

No overnight parking is allowed at The YARD. Violators may be towed away at vehicle owner's expense.

SMOKING

The YARD is a smoke free environment. There is an outdoor smoking area provided for guests.

PROGRAM/PHOTOGRAPHY POLICY

Any printed programs, promotional materials, display materials or decorations using our images of The YARD are subject to The YARDs prior review and approval. The YARD may withhold its approval at its discretion.

STORAGE OF MATERIALS

The YARD will not accept or store shipments of any materials prior to the event rental time.

CATERING POLICY

All food and beverage items and service must come from our exclusive caterers. Outside desserts from a licensed bakery are allowed; ask The YARD Representative for more details.

Leftover Food - The health department prohibits us from allowing food to be taken home, with the exception of the licensed wedding /celebration cake. Any request for leftover catering items prepared by caterers will be denied.

THIRD PARTY CATERING RULES

In the event the client chooses to use a food caterer that is not on the provided list, a **Third Party Catering Fee of \$600** is due at the time of booking.

The Third Party Caterer must be licensed and insured. They also must be approved by The YARD. The YARD Event Center **must be named as additional insured on a Certificate of Insurance** provided by the third party caterer 60 days prior to the event. All beverages (alcohol and non-alcoholic) will be exclusively provided by Sterling Catering.

Selected third party caterer must provide the complete staff for service, bussing tables, scene changes and cleanup along with garbage bags, linens, plates, silverware and glassware for the tables. All waste needs to be collected and removed from the property. At the end of the night the caterer and The YARD staff will conduct an inspection insuring the property is left in the same condition as when they arrived. **The third party caterer is also responsible for coming to The YARD Event Center for the final walkthrough with The YARD client**

An outside caterer further agrees to defend and hold harmless The YARD from any claims with relation to the work or services provided by the third party caterer. The catering areas at The YARD are intended for serving/setup purposes only. There is no kitchen. This area is not intended or set up to be used for cooking. The YARD is not responsible for equipment or supplies left unattended or overnight.

In the event of any damage to The YARD property (i.e. kitchen, electrical, interior and exterior premise), client agrees to defend and hold harmless The YARD for any claims, arising out of any performance of the third party caterer.

ALCOHOL POLICY

Clay County and State of Minnesota allows Alcoholic Beverages to be served at activities and events held at The YARD according to the following guidelines:

- **Renter or renters guests are not permitted to bring in there own alcohol or non-alcoholic beverages on The YARD property including Bridal Prep Area, Parking lots or Wooded areas. NO EXCEPTIONS.** If any alcohol is brought onto The YARD property, or removed from

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a vehicle, or opened in a vehicle, management reserves the right to confiscate alcohol and stop all alcohol service at our bar.

- Open alcoholic beverages are strictly prohibited outside of the entertainment area North and East of the ballroom.
- All alcohol must be provided by Sterling Catering. Sterling Catering reserves the right to refuse service to anyone at any time. As the host, you are responsible for the behavior of your guests. Please enforce responsible drinking. The following is our policy:
 - No liquor will knowingly be sold to or consumed by any person under the legal drinking age of 21.
 - No liquor will be sold or consumed by any person who, in the opinion of appropriate staff, is or appears to be intoxicated. This is state law.

If the above issue occurs, the staff will proceed as follows.

- The manager will ask for cooperation from others in the party and notify the host.
- If the issue continues, Sterling Catering has the right to cease all alcoholic beverage service.

Bar Setup Fee & Bartenders- Sterling Catering requires a setup fee for each bar at the event. The setup fee includes one bartender. Below are the setup fees in accordance with the number of people at the event.

- \$150.00 Setup Fee Per-Bar (includes one bartender)
- \$50.00 for each additional bartender. There is a requirement of one bartender for every 50-75 people.

Non Profit Beverage Donations- When just Liquor, Wine, Beer or N/A Beverages are being donated for fundraising events, specifically not-for-profit events, Sterling Catering must serve these items.

INDEMNIFICATION, HOLD HARMLESS, DEFENSE

The YARD LLC Wedding and Event Center Usage Release and Indemnification Agreement: As lawful consideration for being permitted to use The YARD Event Center, I agree on behalf of myself and my group to release and discharge The YARD LLC, Sterling Catering, and its agents and employees (the "Released Parties") from liability for injuries or damages, including any losses caused by the negligence or strict liabilities of the Released Parties. I further agree on behalf of myself and my organization or group to protect, indemnify, and hold harmless the Released Parties from any and all claims, liabilities, damages, losses or rights of action directly or indirectly arising from the use of these facilities. This agreement is specifically binding upon my spouse, heirs and assigns, and on the spouses, heirs or assigns of any member, employee or participant of my organization of business. This agreement to release and indemnify The YARD LLC and Sterling Catering and does not apply in the event of its gross negligence or willful and wanton misconduct by the Released Parties. I also agree to reimburse The YARD LLC for any damage, breakage, maintenance or theft of equipment, property and facility beyond the damage deposit figure if so wanton.

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Event Name _____ Event Date _____

Event Type: _____ Estimated Guest Count _____

Client First Name _____ **Last Name** _____

Signature _____ **Date:** _____

Address _____

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Phone _____ **Email** _____

Client First Name _____ **Last Name** _____

Signature _____ **Date:** _____

Address _____

-

Phone _____ **Email** _____

(Herein before "client") and The YARD LLC establishes certain terms and conditions.

Representative for The YARD: Clifford J Enns **Signature:** _____ **Date Signed:** _____

DEPOSIT AMOUNTS:	Date paid, Check#, Description	SCHEDULE
Venue Rental: \$ _____	_____	Client Arrival Time: _____
+ Custom Fee: \$ _____	_____	Guest Arrival Time: _____
+ Custom Fee: \$ _____	_____	Ceremony Time: _____
Total Due: \$ _____	_____	Dinner Time: _____
Venue Deposit 50%: \$ _____	_____	Dance Time: _____
+ Damage deposit \$ _____	_____	Guest Vacate Time: _____
Total Deposit paid: \$ _____	_____	Rental Vacate Time: _____
Total Remaining \$ _____	_____	Head Table Amount _____
Deposit Returned \$ _____	_____	Other _____

Coordinator First Name _____ **Last Name** _____

Phone _____ **Email** _____