



EVENT RENTAL CONTRACT

Brant's Apple Orchard 4749 Dibble Rd. Ashtabula, Ohio 44004 --- 440-224-0639

Renter: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (day): _____ (evening): _____

Email : _____

Event Date: _____ Event Start time: _____ Event End Time: _____

Names and Contact Information for Bride and Groom (when applicable):

Bride: _____

(Telephone)

Groom: _____

(Telephone)

If the terms and conditions set forth in this contract meets your requirements, please initial each page, sign in the space provided below and remit your deposit of \$500 made payable to: Brant's Apple Orchard, PO Box 562 Jefferson, OH 44047

Deposit can also be invoiced and paid online if preferred.

Renting Party _____ / _____ / _____

Signature

Date

Brant's Apple Orchard Rep. _____ / _____ / _____

Signature

Date

Initial _____ Date _____

RENTAL INFORMATION FOR Brant's Apple Orchard

Capacity

Brant's Apple Orchard has a maximum capacity of 200 guests for an event.

Services Provided by Owner

This contract guarantees the exclusive use of Brant's Apple Orchard Grounds (designated area). No other event/renter will be using the property at the time of your event.

Lawn will be groomed and freshly cut prior to the event.

Use of all the grounds (excluding buildings) can be used for photography by a photographer hired by the renter.

A staff representative will communicate with you on the months prior to your event and will help to coordinate visits to the property for your wedding planner, caterer, tent company, photographer if needed. Please note these meetings will be limited to 2 visits once the reservation is secured.

We will permit you to set up corn hole, volleyball and other lawn games in specified areas. The staff will be glad to advise you on other forms of entertainment appropriate to the site. The owner reserves the right to disallow some activities that may be too dangerous, that may be damaging to the buildings or grounds, or that may disturb property owners surrounding the orchard.

Terms and Conditions

- 1. Event Rental Times:** Event Rental time is based on eight (8) hours, which is inclusive of set-up and clean up. Additional time, if needed or requested, is subject to \$200 additional fee per hour. Rehearsal the day prior to the event is free of charge.
- 2. Supplies and Use of Equipment:** Brant's kitchen / bakery may be used (for an additional fee) for final food presentation, plating and bussing only. Please note that Brant's Apple Orchard does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event.
- 3. Restroom Facilities:** Brant's portable restroom trailer is included in the cost of the event. This provides three restrooms, running water, heat, and AC. If additional facilities are needed, these will be the responsibility of the renter.
- 4. Trash Removal:** In the off-season, Brant's Apple Orchard does not maintain trash service at the property. Renter shall be responsible for removal of all waste resulting from the event. If trash is left behind, the cost of removal will be withheld from the security deposit.
- 5. Excessive Noise:** Music is permitted on the grounds but sound must be kept at a level so as not to be audible from adjacent properties or at the house in front of the Orchard. Please be respectful of our

Initial_____ Date_____

neighbors.

6. **Insurance:** The Renter must provide proof of \$1 million liability insurance coverage for scheduled events. All insurance shall be at the Renter's expense. Diehlicious Orchards shall be included as a "named insured" on the Renter's insurance policy. If alcohol will be sold or consumed, Renter must provide a copy of a Certificate of Insurance that includes "Host Liquor Liability" (liquor provided but not sold) or "Liquor Liability" (liquor sold on premises), with limits of at least \$1 million per occurrence.
7. **Alcohol:** Any third party serving or selling alcohol shall be licensed to do so in the state of Ohio, and insured with a minimum of \$1,000,000 general liability and \$1,000,000 liquor liability. The owners of Brant's Apple Orchard shall be provided evidence of this insurance at least 45 days prior to the event.
8. **Damaged Property:** The property is to be left in its "as found" condition upon departure of the Renter. The Renter shall be responsible for the full cost of cleaning and or repair of the property above normal wear and tear. This includes damage caused by the Renter, Renter's guests, Renter's service providers, or any other individuals connected to the Renter's event. A refundable security deposit of \$500 will be collected with the final rental fee. If such damage occurs, it will be assessed and deducted from the security deposit. The renter agrees to pay for any additional repair amount above the value of the security deposit and shall make payment no later than 7 days following completion of the repair work.
9. **Compliance to Laws:** The renter agrees to comply with all applicable local, state, and federal ordinances, statutes, laws and regulation and be responsible for their guests to do the same. In the event that the owners feel that there is or will be any violation of the contract or state/township regulations, they have the right to cancel the event for cause at any time, including during the event. Owners shall not be responsible for any losses suffered by the renter when the event is cancelled for cause.
10. **Indemnification:** The Renter agrees to indemnify, defend, and hold Brant's Apple Orchard harmless from all cost and expense resulting from any claims, suits, or liabilities of any kind, including attorney fees, arising from or purporting to arise from the conduct, activity, or any other transaction involving Renter, its guests, invitees, or any other person on Brant's Apple Orchard premises at the request or invitation of the Renter or Renter's guests or invitees. This provision of the Rental Agreement shall survive the Renter's scheduled departure date from Brant's Apple Orchard.
11. **Smoking / Drug Free:** Smoking is permitted on the property, but cigarette butts are to be disposed of in a suitable receptacle. A portion of the Security Deposit will be withheld if the Rustic River Retreats staff has to clean up cigarette butts following an event. The use or possession of any illegal drugs or substances is prohibited.
12. **Inspection:** Brant's Apple Orchard personnel reserve the right to visit the property at all times during the rental period, including during the event.

Initial_____ Date_____

Other Requirements and Special Concerns

The following are not permitted:

- Rice or confetti, etc. thrown in the building or on the grounds is not permitted. Bubbles are a great alternative.
- Alteration of the grounds, gardens or other parts of the premises is not permitted (no picking of flowers, apples, etc.)

Rental Deposit and Cancellations

A rental deposit of \$500 is due upon signing of the contract refundable up to 30 days in advance of the event. The balance of the full rental fee is due at least 30 days before the event and will include the \$500 security deposit. If the money is not received at that time, your event will be cancelled and all deposits will be forfeited.

Rental Fees

Total Rental Fee: _____

*Security Deposit: _____

Rental Deposit: _____

Payment Due Date: _____

**Refundable after the event if grounds are left in the same condition, repair, and cleanliness as before the event.*

Initial_____ Date_____