

THE RUSTIC BARN

by 1841

Policies

Reservations: To officially reserve a date we require the following items 1. The Facility Use Agreement paperwork with a quarter down of the total venue fee and \$1000 security deposit 2. The Bar Agreement and \$750 deposit which goes towards your bar minimum of \$3000 and final services balance. The remaining quarter payments for the venue fee and \$500 towards the bar minimum are each due separately at 3, 6 and 9 months **from the date of booking**. If the date of booking to the time of the event is shorter than 9 months, then the final invoices will be sent out 2 weeks prior to the event date, with the final payments due 1 week prior to the event date. If payments are not received within 5 days of the due date, a penalty of \$50 per day after the 5 days will apply and be due along with the deposit. Failure of the Client to submit a payment within 14 days of the due date will terminate this agreement with any deposits retained by The Rustic Barn. The security deposit will be returned within 14 days after the event if no damages occur. Any outstanding charges will be taken out of the security deposit with the Client being liable for anything above and beyond the \$1000. The Client shall pay a \$50.00 inconvenience fee for any checks that are unable to be processed.

-In the event of a cancellation, you will receive your \$1000 security deposit, but any deposits that have been made will be retained by The Rustic Barn.

Hours of Operations: We are seasonal, so we operate May-October 15th. The use is from 10AM to 11PM on the day of the event (end time is non-negotiable due to length of events). Ceremonies are to start no earlier than 3PM due to length of events. Music and the serving of alcohol must be ended at 1030PM with major clean up and shut down completed by 11PM. Users may return for break down, minor clean up and retrieval of remaining items the next business day after the event between the hours of 9AM and 3PM, for a maximum of one hour*.

*This is meant to be a courtesy service. If it becomes taken advantage of, we reserve the right to change the policy so that everything must be cleaned up and removed from the premises by 1130PM the night of the event.

Facility Use Rates: The price includes use of the main barn area, covered patio, surrounding grounds, tables and chairs for up to 200, restrooms, parking, Bridal House for bridal party, approved accessories owned by The Rustic Barn, and garbage receptacles and removal. We set the maximum number of guests at 200 for the property.

Setup and Rehearsal Options: All set up is the Clients responsibility. This includes décor, chairs and ceremony chair set up and take down. For outdoor ceremonies, the chairs cannot be set up until the day of. Generally, the officiant can ask guests to help move their chairs after the ceremony to their tables or the Client can designate a group to move them once the ceremony is completed.

Set up and Ceremony rehearsals may take place prior to the event based on availability and a time approved by The Rustic Barn in advance. **Set up is limited to 2 hours between 2pm-4pm on Friday's.** Please be courteous and use your time appropriately to finish in the 2 hour window. Ceremony rehearsals are meant to be used as such, limited to 30 minutes and to be completed by 5:30pm. A fee of \$50 per hour will be assessed for set up or rehearsal should they run overtime. **No alcohol is permitted for these activities.**

Use of Bridal House/Loft: The little house is available the day of the event for the bride and bridal party to get ready. The house is to be left in the condition that it was upon arrival, with all personal items and trash removed. The cleaning of floors, bathroom and linens will be the responsibility of The Rustic Barn staff. The house will be locked up one hour after the event begins. Make sure any personal items that anyone may need are removed prior to start time. The house will be opened back up at 1030pm should anyone need to remove items at the end of the night.

All items left in the house need to be moved to the back laundry room prior to the start of the ceremony so staff can clean the majority of the house during the event and use the space for breaks

The loft for the groomsmen will be available the day of the event at 10AM. It will be locked once the event begins and opened at 1030pm for the retrieval of items if needed.

All items left in the Loft should be moved to one area prior to the start of the ceremony so staff can clean the area during the event

Decorations: Decorations are allowed with approval by The Rustic Barn. All decorations must be removed without leaving damages. **No nails, screws, stapling or tacking** materials to any walls, posts, or doors. The entire security deposit will be retained should this policy be broken. No open flames are allowed other than by the caterers for food service purposes. Flicker lighting is a great alternative and much less of a hazard in our wood structure. Please no hay in the barn or loose glitter, popping streamers (or the like) due to the mess it creates and difficulty to clean up.

Smoking: Smoking is absolutely prohibited within 20 feet of the barn and surrounding structures. This includes the covered patio. Smoking will only be allowed in the designated area provided. This policy will be strictly enforced. **At cleanup all butts must be picked up should guests have chosen to liter cigarette butts on the ground or a portion of the security may be retained at \$3 per cigarette butt.** We wish to keep the property clean for all to enjoy.

Parking: There is a parking area with additional lawn area for overflow. There is also a designated area for handicapped parking located near the barn if needed. Parking is restricted on roadways.

Trash: Trash receptacles and dumpsters are provided. Staff is onsite to empty trash. We do support recycling in our community and appreciate garbage and recyclables being kept in separate receptacles.

Music: We do have a preferred DJ list*. Amplified music must be kept at a reasonable level. Volume control will be at the discretion of the management. User agrees to cooperate with The Rustic Barn to ensure that the music, sound, and/or noise level generated by the event is obtained at an acceptable level at all times. **This will be strictly enforced to ensure a good standing relationship with our surrounding neighbors.** Music ends promptly at 1030pm.

*Much like our caterers and Drink service, DJ's carry a higher liability when on site. Our preferred DJ's carry insurance and are required to list us as an additional insured as well as sign a vendor agreement. These are vendors we have worked with in the past who are familiar with the facility and have proven to offer superior service in a respectful manner to both our Clients and staff.

Should the Client choose a DJ not on our preferred list the following items are the Client's responsibility to obtain as well as inform the DJ prior to booking their services:

1. The DJ is required to be insured, add us as an additional insured on their policy and send us a copy. The Rustic Barn will not be responsible for any extra charges relating to being added as an additional insured.
2. The DJ is required to sign The Rustic Barn's outside vendor agreement.

These items are required prior to the event date or the DJ will not be allowed on site. This would apply to other entertainment options as well.

Food Service: We require the use of one of our preferred vendors for food services. This is a firm policy in which we will not take requests for outside food vendors. Please, do not ask. The caterers are required to provide staffing onsite to oversee the food service. So, when you contact them directly please inform them you will be having your event with The Rustic Barn.

Liquor: All alcoholic beverages must be purchased from and dispensed by The Rustic Barn. A minimum of \$3000 applies to all bar packages. All alcoholic beverages must be served by a certified bartender in compliance with all laws and regulations established by appropriate governmental units (including no service to underage or intoxicated guests). The dispensing of alcoholic beverages must terminate at 10:30 p.m. You are responsible for compliance with restrictions or serving of alcohol and for the consequences of alcohol consumption, including but not limited to, adverse health reactions, property damage and 3rd-party liability claims. You agree to indemnify The Rustic Barn, its owners and agents, from any and all liabilities, which may arise from the serving of alcoholic beverages. Shots are at the discretion of The Rustic Barn and on a cash basis only for guests.

-Food and alcohol are not included in the rental price and should be negotiated directly with our preferred vendors for food and The Rustic Barn for alcohol. Alcohol must be purchased through The Rustic Barn for state compliance reasons.

Outside alcohol is strictly forbidden by you and/or your guests by Wisconsin state law. Should outside alcohol be brought on site it will be dumped out immediately and your entire security deposit will be withheld. Guests may be required to leave or the entire event shut down should outside alcohol become a problem. All payments would be retained by The Rustic Barn.

Photographs: The Rustic Barn shall have the right to take photographs at the event for the purpose of advertising and marketing the event space. All rights to, and the use of the images shall belong to The Rustic Barn. The Client shall have the right to take pictures of the event as well; however, any commercial use of the likeness of The Rustic Barn is prohibited without the express written consent of The Rustic Barn.

Damage: The Client agrees to respect and uphold the buildings, grounds and staff of The Rustic Barn in all manners regarding their use of the property. They understand that if they or anyone in attendance at their event fails to meet the terms of this contract, including any and all rules or regulations set forth by these documents which pertain to their use of the property, they personally or their organization will be financially responsible, up to and beyond the amount of the Security/Damage Deposit, for all charges incurred due to damage, negligence or disruptive behavior on the day of the event.

Termination: The Rustic Barn may terminate the Facility Use Agreement at any time before the date of use, or anytime during the term of use, if structurally damaging conditions arise that make use of the property dangerous to health, safety or welfare. Should these conditions arise and cause a termination of this agreement then any deposits would be returned to the client, including the security deposit.

The Rustic Barn may terminate the Facility Use Agreement if the presence or behavior of the User, its agents, employees, patrons or guests pose a threat to health, safety or welfare. Should these conditions arise all deposits would be retained by The Rustic Barn, including the security deposit. In no event shall The Rustic Barn be liable to the Client for direct, indirect consequential or exemplary damages as a result of the cancellation of this Agreement.

Management reserves the right to remove any guests from the property who pose a threat to others or the property itself. If necessary, law enforcement will be contacted.

Additional important items:

-All vendors on site must carry liability insurance.

- No fireworks are allowed on the property for the safety of guests and the barn. Anyone found not complying with this policy will be asked to leave the property immediately.

-Pets are allowed only under supervision. They are not permitted in any of the Loft of Bridal House. If they will be a part of your ceremony, prearrangements must be made for the pet to be removed from the property once photos are done and before dinner begins. We are not liable for your pet or any injury they may incur while on the property. Any fecal matter must be picked up and discarded of appropriately. The Client is financially responsible for any damages caused by a pet.

- **Lawn Games:** We do allow lawn games upon approval. Please take into consideration any liability issues. Examples: We do not allow Hammerschlagen or yard darts.

-Bouncy Houses and slip and slides are not allowed on site.

-If you have any doubts and/or questions if something is or is not allowed please ask before making plans. We cannot anticipate every issue that may arise but try our best to address them as they come up.

- All personal property left behind after cleanup will be disposed of or become the property of The Rustic Barn.

-As a respected business we do not tolerate the use of illegal drugs on our premises. Anyone suspected using or in possession of illegal drugs will be asked to leave immediately. Law enforcement may be contacted at the discretion of The Rustic Barn's management or staff.

-Fire exits and doorways cannot be blocked. Familiarize yourself with the locations of exits and fire extinguishers.

- All guests and vendors must adhere to posted Venue boundaries and private area signage.

-The Rustic barn is not responsible for the weather and the user is aware that the barn does not have heat or air conditioning. Additional heating and cooling items may be brought in at the expense of the users.

-Our neighboring farms do produce occasional odors during the year. As we are located in the country, we cannot control this or the times they choose to plow, plant and harvest the surrounding fields. The user is aware that this will be a part of any true country experience and venue.

- We are not responsible for damaged, lost or stolen items of the Client, their guests or any of their vendors.

-All applicable sales and used tax will be placed on the final invoice. (currently 5.5% for Walworth county)

- We do not tolerate disrespectful treatment of our staff and reserve the right to remove any individual who behaves in a disruptive manner that threatens our staff's authority and/or safety.

***We reserve the right to add/change or remove any policy at any time for any reason.** Any changes to a policy or the contract will be given to the client via email within 2 weeks of the change. Updated: /28/2022