



EVENT AGREEMENT

Effective, _____ this Event Agreement (hereinafter "Agreement" is entered into by Historic John P. Furber Farm L.L.C., a Minnesota limited liability company doing business at 7310 Lamar Avenue South, Cottage Grove, MN 55016-2321 ("Company)", and

(Name) _____ (Name) _____
(Phone) _____ (Phone) _____
(Email) _____ (Email) _____

a Minnesota resident residing at _____ (Clients)
to rent The Property for _____ (Event)
to be held on _____ (Rental Date)

Guest count must follow CDC/MDH guidelines. Clients want to rent The Property for the Event, and Company wants to rent The Property to the Clients for the Event, pursuant to the terms of this Agreement.

1. DEFINITIONS. "Booked" means that the Rental Date has been secured by the Clients payment of the Retainer clearing Company's bank account and Clients sending to the Company a fully executed Agreement.

"Cleaning Fee" includes the nonrefundable fee that the Company pays to a cleaning company after the Rental date has ended to clean The Property.

"Retainer" means a nonrefundable payment to the Company of the rental fee and additional fees (cleaning/security/set up) due at signing of the Agreement.

"Final Walk" means the date that The Property schedules the Clients to visit the property prior to the Event Date, which shall not to exceed thirty (30) minutes for the Clients to inform The Property of table placement, and for The Property to review rules, parking, and other items with the Clients for the Event Date.

“Licensed Peace Officer” means an individual who is licensed as a peace officer in the State of Minnesota.

“Photography Locations” refers to the limited time and purpose of taking photographs of the Main House located to the right of The Property limited to the white fence, and the front and back yard, and the Historic John P. Further Farm sign at the entrance of The Property.

“Rental Date” is defined as 9 a.m. to 11:30 p.m. if the Event commences on a Sunday through Thursday or if the Event commences on a Friday or Saturday, “Rental Date” is defined as 9 a.m. on the day of the “Event” to 12:30 a.m. on the day following the Event unless as otherwise established by local ordinance or state statute.

“Rental Fee” includes use of The Property, the Ceremony Site, and the Photography Locations on the Rental Date, and the following items:

- Chiavari Chairs for up to 500 guests (for inside the barn use only)
- 60” round tables for up to 500 guests (for inside the barn use only)
- 8-8ft buffet tables (for inside the barn use only)
- 15 High top tables (for inside the barn use only)
- 6 Highchairs (for inside the barn use only)
- Onsite parking for 167 vehicles
- 2 bars
- Harvest table for up to 30 guests

“The Property” is defined as the historic barn structure and the adjacent parking area for the entire Rental Date.

2. RENTAL FEE. Clients agrees to pay \$_____ as the Rental Fee to rent The Property with the full payment due at signing.
3. ADDITIONAL FEES. Clients agrees to pay \$_____ as the Cleaning/Security/Set Up fee with the full payment due at signing.

In addition, 1st Floor Flip option, if the Clients wants to have 10 or more round tables removed, Clients agree that the additional request will be provided to The Property no later than the Final Walk. A \$___300___ flip fee will need to be paid no later than the Final Walk.

In addition, 2nd Floor Flip option, if the Clients wants to have the round tables removed, Clients agree that the additional request will be provided to The Property no later than the Final Walk. A \$___300___ flip fee will need to be paid no later than the Final Walk. The Kids Room will not be available for this option as we will need to use that space to store tables and chairs.

Clients are responsible, if and when using the catering space for personal use, for making sure to clean up ALL of Clients mess in the catering space. A \$__100__ fine will be issued to Clients if our cleaning company has to clean up the catering space.

4. EVENT COORDINATOR. Clients may use the services of an Event Coordinator limited to coordinating on the Rental Date only. We do not have an onsite coordinator so if you need any tables moved on the day of the event, that would be your responsibility.
5. CATERING/BAR SERVICE. Clients must use one or more of the following catering companies.
Tinucci's Catering ("Caterer") for food, beverage, and ALL alcohol. Tinucci's will provide bar service for every event that requires liquor and beer on the Rental Date.
K&J Catering ("Caterer") for its food on the Rental Date.
Lake Elmo Inn Catering ("Caterer") for its food on the Rental Date
Divine Swine Catering ("Caterer") for its food on the Rental Date
Clients must enter a separate contract for the Caterer services provided on the Rental Date. Clients shall not bring any food, beverages, or liquor onto The Property without the consent of the Venue.
6. DJ. Clients must use Adagio Djay Entertainment for its DJ on the Rental Date. Clients must enter into a separate contract for the DJ services provided on the Rental Date.
7. LICENSED PEACE OFFICER. A licensed peace officer employed by the Washington County Sheriff's Department will provide security on the Event Date from 7:00 p.m. for Rental Dates starting on Friday and Saturday until 1:00 a.m. the following date and from 6:00 p.m. through 12:00 p.m. for Rental Dates starting on Sunday through Thursday. The Property will coordinate with the Washington County Sheriff's Department to ensure availability of a licensed peace officer on the Event Date. If the Client/s refuse to pay the security fee, the event will be immediately cancelled.
8. PARKING. On street parking is not allowed in front of The Property, on or around the neighbor's property. Clients shall communicate to its guests that the City of Cottage Grove will ticket and tow any vehicles unlawfully parked in the City of Cottage Grove. Company is not responsible for any ticketed or towed vehicles of the Clients and their guests.

Clients agree that only 167 vehicles will be parked on The Property on the Rental Date. In the event that Client's guests exceed the 167 vehicle limit, Clients shall, at their sole expense, provide appropriate transportation of their guests to The Property on the Rental Date that ensures that the guests have vacated the premises prior to the end time on the Rental Date. In the event that guests have not vacated the premises prior to the end time on the Rental Date, Clients agree to pay an additional fee of \$1,000 to the Company within twenty-four hours of the demand. Company is not responsible for the transportation of Clients guests to The Property.

Clients shall not allow tailgating to occur on The Property.

9. WEDDING SUITES. Clients will not have access to either of the wedding suites.
10. EVENT EQUIPMENT, DECORATIONS AND ITEMS. Clients may set-up for the Event on the Rental Date only. Prior to the Rental Date, Clients must attend one of The Property's Open Houses if

Clients wants to determine prior to the Rental Date how to decorate and plan for Clients' Event on the Rental Date. In addition, The Property will schedule with the Clients approximately one to two weeks prior to the Event Date a Final Walk.

Clients (and their guests) shall not use nails, tacks, screws or any item that will leave a hole. In addition, Client (and their guests) shall not use any item that will leave a sticky residue to include tape. All equipment, decorations, items, and personal belongings may only be brought or delivered to The Property on the Rental Date and must be removed from The Property by the Clients no later than the end time of their Rental Date. As a result, Clients shall start removing Clients' equipment, decorations, items, and personal belongings at least one hour prior to the end time of their Rental Date (i.e., if the end time of the rental date is 12:30 a.m. on the date following the commencement of the rental date, Clients shall start the removal process no later than 11:30 p.m.).

Clients shall not use balloons with helium, glitter, confetti, fake petals, candles (unless LED), silly string or any item that leaves a mark, residue, hole or alters The Property permanently in any manner.

Clients shall not put any items into the ground, grass, or landscape as we have a sprinkler system and up lighting that could be damaged.

Clients shall not remove or cover the cross and flag on the second level of the historic barn. Any photographs taken on the Rental Date with the cross and/or flag must be respectful and appropriate. Company, in its sole discretion, may determine that a photograph taken with the cross and/or flag violate this policy, and the Clients (and their guests) shall destroy the offending photograph(s).

11. PHOTOGRAPHS OF EVENTS. Clients hereby grants Company an unlimited license to use Clients photographs of the Event in Company's promotional materials, social media, website or for any use at the sole discretion of Company. In addition, Company shall be entitled to take photographs of the Event to be used by Company in its sole discretion.
12. RIGHT TO CLOSE EVENT EARLY. Company, in its sole discretion, may close the Event early on the Rental Date in the event of gambling, smoking outside of the designated areas, camping, illegal drug use, vandalism, theft, fighting, or for any other reason that Company believes negatively impacts the guests, Caterer, or The Property. No refunds shall be issued if Company, in its sole discretion, closes the Event early on the Rental Date.
13. NOT RESPONSIBLE. Company is not responsible for any personal items that are left on The Property at the end of the Rental Date. Further, Company is not responsible for any personal items that are lost or stolen on The Property.
14. INSURANCE. Clients are required to purchase event insurance through www.wedsure.com for the Rental Date and the date immediately following the Rental Date naming the Historic John P. Furber Farm L.L.C. as the Certificate Holder and listing Historic John P. Furber Farm L.L.C. as the additional insured. The amount of insurance must be one million United States dollars (\$ 1,000,000)

per occurrence and two million United States Dollars (\$2,000,000) aggregate, it must have no more than a \$1,000 deductible, and must include liquor liability even if no liquor is being served. Proof of compliance is required at least thirty (30) days prior to the Event Date.

15. RENTAL DATE. Your Rental Date is Booked upon receipt of the Rental Fee, Additional Fees, and a fully executed signed and dated Agreement.

Cancellation of Date. If event date is cancelled client and company is able to mitigate its damages by securing another rental on that same date, at the same rate client shall receive a refund of the Rental Fee and the Cleaning/Set up/Security Fee.

However, after a good faith effort, if Company is not able to secure another party to rent the venue at the same rate on the same day, client expressly warrants that they understand that both the Rental Fee and the Cleaning/Set up/Security Fee are a good faith estimate by the parties as to the actual damages to the Company in the event of a breach of this contract.

Force Majeure. The Company shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, pandemic, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, the Company shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto. Client will abide by government rules and regulations to include executive orders.

Change or Move Date. If Clients must change the Rental Date after the Event has been Booked, and Company is able to accommodate the new Rental Date, Clients first date will be considered cancelled (Please see Cancellation of Date). If Company is unable to accommodate a new Event Date and the Clients are unable to hold their Event on the Rental Date, Clients forfeit any monies paid to date to include Additional Fees. Clients will need to sign a new contract for the new rental date along with a new additional down payment. If Company can resell the cancelled date, Clients will get a refund for the amount Company is able to resell that date for, less a \$1,000 administrative fee to Company. If Company is unable to resell the cancelled date, Clients forfeit all payments made to date.

**If the Venue is forced into a government shut down due to another pandemic, Clients will not be charged a fee to move their date. Clients will be allowed to move their date to an available date in our off season (3rd weekend of November-2nd week of May). Clients will not be allowed to move their date into our peak wedding season.*

16. SMOKING. Clients (and their guests) are strictly prohibited from the use of flames in the historic barn or anywhere except the designated smoking area. Clients (and their guests) are strictly prohibited from smoking or vaping in any of the buildings and shall only smoke or vape in areas designated for smoking. Butts or vaping materials must be disposed of in the receptacles provided.

17. THE PROPERTY. The Property is continually subject to improvements. Clients understand and agree that The Property's layout, structures, parking lot, amenities, Ceremony Site, and Photography Locations may be changed or different on the Rental Date from when the Clients last viewed The Property prior to executing this Agreement.

18. DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY. COMPANY MAKES NO GUARANTEE ABOUT OR REPRESENTATION ABOUT THE CATERER, THE EVENT COORDINATOR OR THE LICENSED PEACE OFFICER. THE INCLUSION OR OFFERING OF ANY PRODUCT OR SERVICES BY COMPANY, THE CATERER OR THE EVENT COORDINATOR DOES NOT CONSTITUTE COMPANY'S ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE. ALL SUCH PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES THAT COMPANY'S WEBSITE, ITS SERVERS OR E-MAILS SENT FROM COMPANY OR THE CATERER OR THE EVENT COORDINATOR OR ANY INDIVIDUAL OR BUSINESS RECOMMENDED BY THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE, TITLE AND NON-INFRINGEMENT.

THE CATERER, EVENT COORDINATOR, AND THE LICENSED PEACE OFFICER AND OTHER VENDORS ARE NOT AGENTS OR EMPLOYEES OF THE PROPERTY. COMPANY IS NOT LIABLE FOR ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH VENDOR OR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH CLIENTS ACCESS TO OR USE OF THE PROPERTY, CATERER, EVENT COORDINATOR OR LICENSED PEACE OFFICER.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH CLIENTS ACCESS TO COMPANY'S WEBSITE, OR THE PROPERTY'S SERVICES OR USE OF THE PROPERTY, CATERER, EVENT COORDINATOR OR LICENSED PEACE OFFICER WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, DESPITE THE LIMITATION ABOVE, COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN COMPANY'S LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE SERVICE FEES CLIENT PAID TO COMPANY IN CONNECTION WITH THIS AGREEMENT; OR (B) ONE-HUNDRED UNITED STATES DOLLARS (\$ 100 US DOLLARS).

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATION SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

- 19. GOVERNING LAW/CHOICE OF FORUM. This Agreement shall be governed by and construed and enforced in accordance with the laws of Minnesota, without giving effect to the conflict of laws principles. Any disputes arising out of this Agreement shall be determined in a Washington County, Minnesota District Court.

- 20. ASSIGNMENT. This agreement is not assignable by Clients. The Company may assign this agreement.

- 21. CONSTRUCTION. This agreement shall be considered as drafted jointly by all the parties, and no uncertainty or ambiguity found in its terms shall be construed for or against any party based on an attribution of drafting to any party.

- 22. EXECUTION IN COUNTERPARTS. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This agreement may be executed and delivered by facsimile or electronic image transmission and any such facsimile or electronic image transmission will have the same force and effect as the delivery of an original document with original signatures.

- 23. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior oral and/or written agreements and understandings between the parties with respect to such subject matter. Neither of the parties has been offered any oral or written promises, inducements, or representations, and both parties sign this Agreement without reliance on any oral or written promises, inducements, or representations other than those set forth in this Agreement. This Agreement may not be canceled, modified or otherwise changed except by another written agreement signed by Company and Clients.

- 24. NOTICE. Any written notice required or permitted to be given under this Agreement shall be given personally to Company or Clients, or sent by email, facsimile or a form of delivery or mail that enables the sender to obtain evidence of receipt to the addresses below of such other address provided by the parties.

To Company: Historic John P. Furber Farm L.L.C.
 7310 Lamar Ave. S.
 Cottage Grove, MN 55016
 info@johnpfurberfarm.com

To Clients: _____

- 25. JUDICIAL MODIFICATION. If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining

provisions will not, in any way, be affected or impaired. The parties agree that it is their intention to have this Agreement be given a construction which renders its provisions valid and enforceable to the maximum extent (not exceeding its expressed terms) possible under applicable law.

26. INDEMNIFICATION. Clients shall defend, indemnify and hold Company harmless, including Company's attorney's fees and costs from any legal liabilities (as defined in this Agreement) or other legal claims caused by the actions or inactions of the Clients and the Clients' vendors, guests and invitees. Further, Clients shall defend, indemnify and hold Company harmless, including Company's attorney's fees and costs if Company has to enforce the terms of this agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

HISTORIC JOHN P. FURBER FARM L.L.C.

By: _____
Its: Member

Date: _____

CLIENTS

Client Signature _____

Print Name _____

Date _____

Client Signature _____

Print Name _____

Date _____

PLEASE MAKE CHECKS OUT TO:

Historic John P. Furber Farm
7310 Lamar Avenue South
Cottage Grove, MN 55016-
2321
Ph. (651) 336-4421