

**Wedding Venue Rental Agreement**  
**Jacobs Family Berry Farm, LLC**  
Gardnerville, Nevada

This Agreement ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and between Jack Jacobs and Diana Jacobs ("Manager") of Jacobs Family Berry Farm, LLC, whose business address is 1335 Centerville Lane, Gardnerville, Nevada 89410, and \_\_\_\_\_ ("Renter"), collectively referred to as the "Parties".

This Agreement regards to use of the property provided by the Jacobs Family Berry Farm, LLC, at the address above, which is as an event venue only and does not include services or equipment to plan, coordinate, set-up, perform/conduct, or tear-down after the wedding event.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Property Rental.** Manager hereby grants to Renter a limited and revocable license (the "License") to use the property located at 1335 Centerville Lane, Gardnerville, Nevada 89410 ("Property"). The License permits Renter to use the Property only on the Event Date(s), during the hours specified below, and only for the purposes set forth in this Agreement.
2. **Event Date(s).** The Event shall be held on the date(s) ("Event Date") listed below. The Event Date(s) shall include set-up, rehearsal, wedding, reception, and tear-down. Renter shall not have access to the Property at any time other than during the Event Date(s), unless Renter receives prior permission from Manager.

Event Date(s): \_\_\_\_\_

3. **Fees.** Renter shall pay to Manager total fees including a "Rental Fee" and "Cleaning/Breakage Deposit Fee" for the use of the Property as listed below. Included in the Rental Fee shall be a deposit ("Rental Deposit") that must be paid to Manager upon the execution of this Agreement. Manager shall have no obligations under this Agreement until the Rental Deposit is paid in full. The remainder of the Rental Fee and Cleaning/Breakage Deposit Fee shall be due in full 30 days prior to the event on the date listed below. ("Payment Due Date"). If Renter fails to pay the Rental Fee and Cleaning/Breakage Deposit Fee by the Payment Due Date, Manager shall have the right to revoke the License and to keep the fully amount of the Rental Deposit as liquidated damages. Cleaning/Breakage Fee will be refunded based on Condition of the Premises (paragraph 5) within 30 days of the event.

Rental Fee: \_\_\_\_\_

Cleaning/Breakage Fee: \_\_\_\_\_

Rental Deposit: \_\_\_\_\_

Payment Due Date: \_\_\_\_\_

4. **Cancellations.** If Renter cancels the reservation for the Event within twenty-one (21) days of the Event Date, Manager shall refund to Renter the Rental Fee and the Cleaning/Breakage Deposit Fee minus the Rental Deposit, which shall be retained as liquidated damages. If Renter cancels the reservation for the Event within seven (7) days of

the Event, Manager shall retain the entire Rental Fee, including the Rental Deposit as liquidated damages, although the Cleaning/Breakage Deposit will be returned.

5. **Condition of the Premises.** Renter shall leave the Property in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Property beyond ordinary wear and tear.
6. **Permitted Use.** The permitted use is identified in Schedule A, Application for Wedding Venue. The Event may not be open to the general public and may only include invited guests.
7. **Restrictions.** Renter is responsible to provide supervision for all children while on the Jacobs Family Berry Farm, LLC property. This is an active farm with equipment, structures, and fields that could be damaged or provide a hazard to children if not supervised. Guests may not bring pets as they will not be allowed on the property. Mylar confetti may not be used for decoration or celebration. Stapling or nailing of decorations to the buildings, barn, fences or other areas is not allowed.
8. **Alcohol.** Service of alcoholic beverages is limited to caterers who have the proper license from the Department of Alcoholic Beverage Control or person(s) approved by the Manager. Renter agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. Jacobs Family Berry Farm, LLC forbids the service of alcohol to minors. The sobriety of all guests is the responsibility of Renter.
9. **Special Event Liability Insurance.** Applicant and their Vendors must provide liability insurance to Manager. A minimum of \$1,000,000.00 General Liability is required for the event. This policy is to cover all services provided by applicant on the property including, liquor, food, music, lighting, dance floors, etc., for the dates of the event. The Jacobs Family Berry Farm, LLC, John K. Jacobs and Diana K. Jacobs are all to be listed as co-insured's'. A certificate of insurance with coverage dates/limits must be provided to Manager 30 days prior to the Event.
10. **Indemnification.** Renter hereby indemnifies and holds harmless Manager, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Property, including any acts or omissions on the part of Renter, independent contractors, guests, invitees, or other agents. Renter shall immediately notify Manager of any damage or injury of which they have knowledge in, to, or near the Property, regardless of the cause of such damage or injury.
11. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Property according to the permitted uses set forth in Section 6 in a lawful manner. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Renter hereby indemnifies Manager, their employees, agents, heirs, successors and assigns, for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorney fees) arising out of or in connection with Renter's violation of any local, state, or federal laws, rules, regulations or ordinances related to Renter's use of the Property.
12. **Revocation.** Manager shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Manager revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Manager shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

13. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Nevada, without regard to conflicts of law principles.
14. **Severability.** If any party of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
15. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing between the Renter and Manager.
16. **Attorney Fees.** If any legal action is commenced or maintained in court, whether in law or in equity, by any part to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Manager, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

RENTER:

MANAGER:

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title