



## **Contract and Facility Guidelines**

Please thoroughly read and sign the contract and facility guidelines.

### **Reservations/Fees**

- Fees will be determined at the time of booking and a **non-refundable** initial payment will be required at that time.
- The remaining balance and \$500 security deposit are due **30 days prior to the scheduled event.** A credit card number may be left on file in lieu of a security deposit.
- In the event there are damages to the property and/or excessive cleaning is needed following your event, client understands that the security deposit on file will be used to cover these expenses. This applies to all areas of the facility, including grounds. Client further agrees to assume responsibility for the cost of damages above and beyond that of the security deposit.
- The \$500 Security Deposit will be refunded after the event provided the facility is left in good condition and requires no excessive cleaning beyond normal use.
- Packages may be upgraded, pending availability. **DOWNGRADES ARE NOT PERMITTED.**
- All payments made by credit card will incur a 3% processing fee.

### **Facilities**

- Wedding rates include use of the dressing facility, barn, pavilion, country store and grounds.
- Reception Only rates include the Barn, Pavilion and grounds.
- The **MAXIMUM** capacity permitted by law for events inside the barn and pavilion is **200** people.
- The **MAXIMUM** capacity permitted by law for the dressing suites is **12** people.
- Candles with open flames are prohibited. Votive, floating candles and pillar candles enclosed in glass chimneys may be used.

### **Wedding Consultants/Directors**

- There are lot moving parts to a wedding that involve numerous outside vendors. To ensure the success of your event and the integrity of our facility, a day of Coordinator is required for all events and must have prior approval by Shady Wagon Farm.

### **Rehearsal**

- Rehearsal time is available the day before the wedding but must be scheduled so it will not interfere with any other wedding or event. Please contact us before setting your rehearsal time.
- In the event a wedding is scheduled for the day before your wedding, you will need to hold your rehearsal before noon so you do not overlap their rental period. The bride the day after you will do likewise.

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### Caterers

- All food served at Shady Wagon Farm must be prepared in a licensed, inspected facility with a Grade A sanitation rating. Choose your caterer from our list of approved caterers. These companies have met our strict standards before being granted the privilege of serving our clients. Choosing a caterer who is not on our list will require a **\$250** Clean-up Fee.

### Alcoholic Beverages

- You may bring you own alcoholic beverages however, only bartenders provided by caterers are permitted to serve alcoholic beverages. Self-serve alcohol is **NOT** permitted. **BROWN BAGGING IS ILLEGAL AND STRICTLY PROHIBITED!**
- A NC State ABC Permit is required for “hard liquor” and a copy must be on file in the office and at the bar. This includes any drink mixed with hard liquor. Single event liability insurance is strongly recommended for your protection and peace of mind.
- Alcohol service will be discontinued 30 minuets prior to the scheduled end of your event.
- Clients are responsible for monitoring the alcohol consumption and behavior of the guests.
- Liquor permitted at the Barn only (along with permit). No alcoholic beverages allowed on the ceremony side of the pond.
- **SWF reserves the right to end any event IMMEDIATELY if this policy is not followed!**

### Smoking

- **SMOKING INSIDE STRUCTURES IS STRICTLY PROHIBITED. A CLEANING FEE IS ASSESSED IF THIS RULE IS NOT STRICTLY ADHERED TO.**
- Smoking is permitted **OUTSIDE** only. PLEASE DO NOT discard butts in the grass or parking areas. Containers are provided throughout the property for this purpose.

### Parking

- Parking spaces to the right of the main house are available for the Bride, Groom, and bridal party.
- Please do not park on the grass.
- Self- parking for guests is available in the parking lots adjacent to the barn.
- Golf cart shuttle service will be available for guest requiring assistance from the parking area to the ceremony and reception.
- Please use caution and observe the speed limit when entering and leaving the property. This is for the protection of children, guests and Shady Wagon Farm pets.

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### Florists/Decorations

- Our facilities have decorations in place that may not be removed. Your florist may add to our decor. *No artificial flower petals please.*
- Shady Wagon Farm reserves the right to change our decorations and/or landscaping as deemed necessary by management.
- Client decorations and personal items are to be removed and all areas returned to their original condition at the end of your event.
- SWF is not responsible for any personal items left overnight.

### Linens

- We are pleased to have Party Reflections in Raleigh as our exclusive providers for linens for all events at SWF. We work closely with PR to ensure your linens are correct as ordered and delivered on time.
- Please contact us for assistance placing your orders.

### Music

- Live music and DJ's are acceptable. If choosing a live band, please contact SWF *prior* to booking. This will allow us to determine if we can meet their requirements.
- Music must stop at 11:00 pm.

### Photographs

- Photo sessions for your bridal portrait and/or engagement photos are by appointment only, pending availability.
- Photographs may be taken anywhere on the property *except* inside the house.

### Property

- **Sparkler exits are permitted under controlled circumstances and require prior approval.**
- **Vinyl curtains on the pavilion may not be lowered or raised!**
- Furniture and accessories may not be moved without prior permission.
- Violations of county noise ordinances and any damages to the structures and/or property are the responsibility of the client.

### Pets

- Pets are not allowed

### Pond

- Swimming in the pond is not permitted.
- Please do not throw anything in the pond.
- Guests who desire to feed the fish should request management approval.
- "No Fishing"
- **Clients assume responsibility for their personal safety and that of their guest with regard to the pond and agree to indemnify and hold harmless Shady Wagon Farm and its management and staff from any liability arising thereof.**

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**Set Up/Tear Down/Cleaning**

- Unless otherwise specified, the rental period of noon to midnight includes client set-up time and break down.
- The caterer is responsible for set up, break down, cleaning the food areas, pavilion and inside the barn as well as removing trash from inside the building. A dumpster is provided for all trash.
- Clients assume the responsibility for clearing the premises of all personal items brought in. Personal property may not be left overnight.
- In the event additional clean-up is needed, please refer to the guidelines for fees and charges.
- All food or liquids spilled on furnishings, floors or rugs must be cleaned immediately. Please notify the management of any damages to the property immediately.
- Only real flower petals may be used on the property. No artificial flower petals please.
- No confetti poppers or glitter may be used.

**Guests**

- Clients are responsible for the behavior of their guests. Clients and guests are to conduct themselves in a responsible manner at all times.
- *Children must be supervised at ALL times..*
- Please do not feed the animals.

**Cancellations**

- Our product is time and space. Once you have contracted with Shady Wagon Farm for your event, that time and space is no longer available to other potential customers. Should you need to reschedule your event, we will work with you to find another available date within the following 12 months. Deposits are transferred as follows:
  - 9 months or more 100 %
  - 7-8 months 50 %
  - Less than 6 months NoneWe regret we are unable to give refunds.

**General Behavior and Conduct**

- Clients and guests are to conduct themselves in a responsible manner at all times, conforming to all state and federal laws, county ordinances and all facility rules and regulations.
- Client hereby agrees to defend, indemnify, and hold harmless SWF, its officers, directors, members, employees, and agents from and against any and all claims, demands, causes of action, damages, liability, judgments, loss, costs and expenses, including attorney’s fees and expenses of investigation, which may be suffered or incurred by any of them, or which may be claimed or alleged against any of them by any person or entity, arising out of, based upon or related to any injury or alleged injury, including death, of any person or property of SWF and its officers, directors, members, employees, agents, contractors, and subcontractors, members of the public and patrons of the “Farm”, or other property of SWF arising out of the Clients event or its use or occupancy of SWF or such property.

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**Outside Vendor Contracts**

In the event that contractual requirements of second and third party vendors are outside the scope of, or in contrast to, or in contradiction with, those of Shady Wagon Farm, Shady Wagon Farm Contract requirements shall prevail.

**Severability**

In the event that any part or parts of this contract shall be held illegal or null and void by any court or administrative body of competent jurisdiction, such determination shall not affect the remaining parts of this contract, and they shall remain in full force and effect as if such part or parts determined illegal or void had not been included.

**Force Majeure**

In the event of an occurrence of a Force Majeure Event (hereinafter defined) beyond our control, Shady Wagon Farm shall not be responsible or liable for any loss or damage of any kind resulting to Client or Client's guests, invitees, agents or employees from the occurrence of such Force Majeure. Should Client's Event be cancelled, postponed or otherwise adversely impacted as a result of a Force Majeure, there shall be no refunds for payments already received by Shady Wagon Farm, but Shady Wagon Farm will use all reasonable efforts to work with Client to reschedule the Event at a later date if necessary, subject to Shady Wagon Farm's availability and all prepayments shall be applied to the rescheduled event without penalty. For purposes of this Agreement, a Force Majeure Event shall include, without limitation, acts of God, natural disaster (earthquakes, hurricanes, and floods), fire, wars, terrorists acts, interruption of telephone or electricity service or any other cause beyond the reasonable control of Shady Wagon Farm, its officers, directors, employees and agents.

**I hereby acknowledge that I have read this page and the preceding four pages of this document and understand the Facility Guidelines for Shady Wagon Farm and that these guidelines are an integral part of my contract with Shady Wagon Farm.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_