#### **2024 Event Contract**



This Contract is made effective as of	(date) by and between Three Oaks		
Venue. and	(CLIENTS). The CLIENTS		
represent that they desire to hold a special event or wedding on			
at Three Oaks Venue. Therefore, the parties agree as	follows:		

- 1. VENUE RENTAL FEE(S):
- The CLIENTS agree to pay a <u>non-refundable RETAINER of \$1000.00</u>. This payment is for the use of the venue for the specified date of event / wedding and is payable at the time of contract signature. The retainer also represents the first payment on your package. In the event of a cancellation by the CLIENT of this special event / wedding, this deposit will be non-refundable. If for any reason, Three Oaks Venue is unable to fulfill its contractual obligation under this contract, the entire deposit will be returned with no further penalties or liabilities.
- The remainder of the package cost will be divided into monthly payments as agreed upon by the CLIENT and VENUE with the final payment due 30 days prior to the event. The total package details and payments will be reflected in the attached rental agreement. Failure to make timely payments may result in the cancellation of your event. All payments made to Three Oaks are non-refundable.
- Additional setup time is available at \$200 per day.
- The kitchen is available for use as a prep station at no additional charge. This includes use of the refrigerators, coolers, warmer and ice machine only. <u>All cooking must be done off site or by the caterer with their own equipment outside.</u>

#### 2. DAMAGE AND CLEANUP:

• A refundable DAMAGE DEPOSIT of \$1000.00 due 30 days prior to the event to be paid by separate check or money order, returnable to the CLIENT(S) up to two (2) weeks after the event date, once the property has been inspected for any damage from the event. Any repairs or replacements needed as a result of the event will be first deducted from the deposit. Damages exceeding \$1000.00 will be the responsibility of the CLIENT.

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#### 3. DATE CHANGES:

• Events may be rescheduled MORE THAN SIX MONTHS PRIOR TO THE EVENT ONLY with all payments transferred to the new date minus a \$500 rescheduling fee due at the time of rescheduling. Events that are rescheduled six months prior to the event or less will be considered a cancellation and all payments will be forfeited.

# 4. CLIENT(S). CANCELLATIONS:

In the event of a cancellation, ALL PAYMENTS MADE TO THREE OAKS ARE NON-REFUNDABLE.

#### 5. UNFORESEEN EVENTS:

The CLIENT(S) cannot hold the Three Oaks Venue responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, Three Oaks Venue will allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellations of outdoor sites due to inclement weather will not be considered for refunds.

# 6. RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by CLIENT(S), which includes all EVENT PLANNERS and WEDDING COORDINATORS and VENDORS who are involved in the planning and execution of a special event or wedding on the premises of Three Oaks Venue.

Failure to adhere to the following rules will result in a deduction from the damage and cleanup deposit described in section 2 of this agreement.

- EVENT ENDING TIME: All events must end by MIDNIGHT in order to allow for cleanup and closure of the site by 1:00AM.
- Decorations: All decorations must be removed without leaving damages. Be kind and leave the property as you found it. If lit candles are used, we ask that you provide a glass base for each candle.
- Natural flower petals ONLY may be used.
- No silly string or other similar products are allowed on site.
- Please do not remove furniture from these rooms.
- All items moved from porches, decks and grounds must be returned to their original locations.
- Placements of tables, tents, live music, catering equipment etc. must be approved by management.
- Children are not permitted to wander the grounds unsupervised by an adult.

## 7. FOOD & CATERING:

- If your event is catered, your catering company is responsible for the set-up, break-down, and clean-up of the catered site.
- Please allow appropriate time for break-down and clean-up.
- All event trash must be disposed of in the designated areas at the conclusion of the event.
- ALL vendors (florists, bakers, musicians, rental company, etc.) must adhere to the terms of our guidelines, and it is the client's responsibility to share these guidelines with them.

#### 8. ALCOHOL

The CLIENT acknowledges, as the host of a private party, the responsibility for the proper and lawful consumption of alcoholic beverages at Three Oaks during the duration of the event described in this contract. CLIENT agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The CLIENT agrees to fully cooperate and assist Three Oaks and its agents in enforcing the laws of the State of Georgia and the policies of Three Oaks regarding the consumption of alcoholic beverages. Three Oaks may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

If alcohol is to be SOLD at the event, CLIENT must obtain, and show proof of, a temporary liquor license thirty (30) days prior to the event date.

Upon signing this contract the client agrees to indemnify and hold harmless Three Oaks and employees from any damages, costs or expenses, including reasonable attorney fees, which may arise as a result of consumption of alcoholic beverages by the CLIENT and any of the Client's guests.

# 9. COURTESY PROTOCOL:

The Three Oaks Venue reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises.

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## 10. LIABILITY:

The CLIENT agrees to indemnify and hold Three Oaks, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property, on or about Three Oaks, or to the property itself resulting from any act done, or omission by or through the CLIENT, its agents, contractors, employees, invitees, or any person on the premises of Three Oaks by reason of CLIENT's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the CLIENT or CLIENT's guest, whether intentional or negligent, which occur during use. CLIENT agrees to pay all costs and attorney fees incurred by Three Oaks owner and representatives in defending any such claim or action brought against the owner and representatives.

## 11. JURISDICTION & VENUE:

This Agreement shall be construed according to the laws of the State of Georgia. Client acknowledges that this Agreement was entered into in Colquitt County, Georgia and that this Agreement will be performed in Georgia, and that the proper venue for any legal action related to this Agreement is in the Superior Courts of the County of Colquitt County, Georgia.

## 12. AMENDMENT:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

# 13. AGREEMENT BY SIGNATURE

Signature indicates the Renter agrees to all terms and conditions stated herein.

By signing below, renter agrees to pay for any damage to the interior or exterior of the said property or its furnishings resulting from actions taken by renter, their guests or by any person contracted by renter for the event. The renter agrees to hold Three Oaks Venue and its employees harmless, including court costs and attorney fees, in any legal action which may result from this event.

Clients Name	
Signature	-
Date	

DATE OF EVENT:	TIME OF	EVENT:	
EVENT TYPE:			
CONTACT PERSON:			
TOTAL NUMBER OF GUESTS (	(best estimate):		
Contact Information:			
Name			
Address			
City State	<u> </u>	Zip Code	
Phone	Cell Phone_		
Email		_	
Contact Information:			
Name			
Address		_	
City State		Zip Code	
Phone	_ Cell Phone _		
Email		_	