

**THE BEATITUDE BARN, LLC**

Date: *[date of contract]*

\_\_\_\_\_

PERSONAL INFORMATION

Name of Client: \_\_\_\_\_

Contact Person of Client (if Organization): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Telephone Number (both day and evening): \_\_\_\_\_

e-Mail Address: \_\_\_\_\_

Responsibility for Payment, if not entirely by client (for example, bride's parents 80%, groom's parents 20%; Elizabeth 50% and Mary 50%): *[description of payment responsibility]*

\_\_\_\_\_

EVENT INFORMATION:

Type of Event (e.g. wedding, club meeting): \_\_\_\_\_

Date of Event (incl. day of week): \_\_\_\_\_

Hours: \_\_\_\_\_

Location (incl. street address): 993 Manahan Road and the area as outlined on the attached reference map.

Approximate Number of Guests: \_\_\_\_\_

Maximum Number of Guests: \_\_\_\_\_

We appreciate the ("Client") selecting *The Beatitude Barn, LLC* to host your upcoming event.

1. This Contract for Services ("Agreement") is made and entered into as of the date stated above by and between Client and *The Beatitude Barn, LLC*. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

2. Purpose. *The Beatitude Barn LLC*, grants to Client the privilege and license to use the Space located in the Premises on the terms and conditions contained herein. Client agrees that it shall use the Premises during the Term of this Agreement for the purpose of hosting the Event at *The Beatitude Barn, LLC*'s Facility. The Event shall be a private party, hosted by Client, during the hours set forth in Section 1 above. Unless otherwise agreed to in writing by *The Beatitude Barn, LLC*, the Event shall be held at no other times. Client agrees to reimburse *The Beatitude Barn, LLC* for any overtime wages, payments or other expenses incurred if the Event lasts longer than the agreed-upon hours. Unless otherwise agreed to in writing by *The Beatitude Barn, LLC*, Client shall not sell tickets to or promote the Event to the general public.

3. Option Status. The Space is to be held for Client on a first-option basis. Upon receipt from the Client of a signed original of this Agreement and nonrefundable Deposit in the amount of \$ \_\_\_\_\_ this Agreement shall constitute a binding commitment of Client for use of the Space for the Event as outlined herein, subject to terms and conditions contained herein. If a signed original of this Agreement and nonrefundable Deposit have not been received by *The Beatitude Barn, LLC* prior to \_\_\_\_\_, *The Beatitude Barn, LLC* shall have the right to contract with other parties for the use of the Space without further notice to Client.

4. Food and Beverage Services. Client shall be responsible for providing all food and or beverage that is to be consumed in connection with the Event. The Client shall have use of a Stove, Refrigerator and sink upon request and approval of *The Beatitude Barn, LLC* . The Client shall also have the option of using an outside approved Caterer for servicing said Event. The Client shall be responsible for any damage done during the use of any Stove, Refrigerator and/or Sink.

#### 5. Guarantees.

A. Attendance Guarantee. The estimated guest count for the Event is \_\_\_\_\_ guests. Client will provide a final guaranteed guest count to *The Beatitude Barn, LLC* no later than \_\_\_\_\_ ("Final Guaranteed Guest Count"). Client will be charged according to the Final Guaranteed Guest Count or the actual attendance, whichever is greater. Client shall be responsible for all additional charges due to an increase in the guest count.

B. Pricing. Client agrees to pay in the total amount of \$ \_\_\_\_\_ for the Event with the Final Guaranteed Guest Count.

6. Payment Terms. Client will submit a deposit ("Deposit") in the amount of \$ \_\_\_\_\_ at the date of this signed Agreement to *The Beatitude Barn, LLC* to secure Space for the Event. The estimated balance is due by \_\_\_\_\_. In lieu of cash deposits, Client may substitute a valid major credit card, money order or cashier's check for the Deposit and balance of the Revenue Guarantee. In order to guarantee payment for any additional charges incurred during the Event, *The Beatitude Barn, LLC* must receive a major credit card, with appropriate authorization for use by *The Beatitude Barn, LLC* prior to the Event. A credit card authorization form is attached hereto and incorporated herein by reference as Exhibit A and must be completed, signed and returned with this Agreement by [date of return]. The completed credit card form authorizes *The Beatitude Barn, LLC* to process any and all balances due, if outstanding, before commencement of the Event and all additional charges incurred during and/or for the Event.

Client's execution of this Agreement and the attached credit card authorization form authorizes *The Beatitude Barn, LLC* to process charges set forth above against the credit card without further notice to Client. If Client is tax exempt, Client must provide a copy of Client's tax exemption certificate to *The Beatitude Barn, LLC* no less than \_\_\_\_\_ business days prior to the Event. If any payment is not received by *The Beatitude Barn, LLC* when due, *The Beatitude Barn, LLC* may terminate the Agreement and retain the Deposit. Interest at the rate of 1.5% percent per month will be charged on any unpaid balance over 30 days old. Deposits are refundable only in the event of a Force Majeure Occurrence (as defined in Section 19(H) below).

7. Cancellation. The parties acknowledge that it would be extremely difficult, if not impossible, to determine with certainty the damages which *The Beatitude Barn, LLC* would suffer in the event of Client's cancellation due to the difficulty in reselling the Space, and accordingly the parties have agreed upon the liquidated damages set forth below as fair and reasonable compensation for such damages: \$ \_\_\_\_\_

All cancellation notices must be made in writing.

8. Parking and Delivery. All parking and delivery operations shall be conducted according to the terms of *The Beatitude Barn, LLC* and in said designated areas. Client and its guests will adhere to the parking and delivery terms/policies of *The Beatitude Barn, LLC*.

9. Alcohol Policy: If alcoholic beverages are to be served during any event, Client is responsible for complying with all applicable rules and regulations of its state and local liquor control authorities, and for obtaining any required permits and licenses to serve such beverages. No one under 21 years of age will be served an alcoholic beverage at any event, and Client shall be responsible for checking all forms of identification, including one picture ID, as proof of age for any guest or attendee at Client's event who requests alcoholic beverages. Food and nonalcoholic beverages must be made available at all events where alcohol is served, and it is specifically encouraged for Client to utilize the designated driver program at all events. Absolutely no alcoholic beverages shall be served to visibly intoxicated individuals. No alcohol shall be consumed and or stored upon the premises for the purpose of consumption between the hours of 2:00 a.m. and 8:00 a.m.

10. Talent and Production Fees. Upon approval of the *The Beatitude Barn, LLC*, Client may book certain entertainment/musical talent for the Event. A separate production fee may be charged. Client will provide *The Beatitude Barn, LLC* a fully signed copy of the artist riders and agrees to indemnify and hold *The Beatitude Barn, LLC* harmless for all claims, losses and damages arising from such talent.

11. *The Beatitude Barn, LLC*'s Policies. *The Beatitude Barn, LLC* and its staff shall not be liable for any items, possessions or materials belonging to Client or a guest left prior to, during or following an Event. *The Beatitude Barn, LLC* reserves the right to exclude or eject any and all objectionable persons from the Event or the Premises without liability. Client shall conduct its

Event in an orderly manner and in full compliance with the rules of *The Beatitude Barn, LLC* as well as all applicable laws, ordinances and regulations. The use of *The Beatitude Barn, LLC*'s name and logos are strictly prohibited without *The Beatitude Barn, LLC*'s prior written consent although Client may use such name and logos in connection with the promotion of the Event. All adult guests must have valid photo ID.

## 12. Condition of Facility.

A. Acceptance of Premises. Client accepts the condition of the Premises as is and agrees to return the Premises to *The Beatitude Barn, LLC* in substantially the same condition as accepted by Client. Commencement of the use of the Premises by Client shall be conclusive that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced.

Client shall not paint, nail, drill into or in any way mar or deface any part of the Facility. Client shall immediately pay *The Beatitude Barn, LLC* for the cost of repairing any damage to the Facility caused by the Event. Client will pay for any damages to the equipment, site or artwork caused by Client, any guest of Client or anyone under Client's control, whether becoming known during or subsequent to the Event. *The Beatitude Barn, LLC* will notify Client of any such damages within \_\_\_\_\_ hours following the Event.

B. No Alterations or Improvements. Client shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Facility or make any alterations or improvements in or to the Facility without the prior written consent of *The Beatitude Barn, LLC*, which consent shall not be unreasonably refused or delayed.

C. Property Left by Client. *The Beatitude Barn, LLC* will have the full right to collect and have custody of all articles and personal property left on the Premises or at the Facility after the expiration of the Term. Unless otherwise agreed to in writing by *The Beatitude Barn, LLC* prior to the Event, any property so left for more than 24 hours will be deemed abandoned by Client and may be disposed of by *The Beatitude Barn, LLC*, as *The Beatitude Barn, LLC* sees fit, without any liability for any loss, damages or costs associated with such disposal, which liability will rest solely with Client.

13. Representations, Warranties and Covenants. *The Beatitude Barn, LLC* represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the *The Beatitude Barn, LLC* and is binding upon the *The Beatitude Barn, LLC*.

Client represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the Client and is binding upon the Client.

14. INDEMNIFICATION. IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIREMENTS SET FORTH HEREIN, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD *The Beatitude Barn, LLC* (AND ITS LANDLORD(S) AND/OR LICENSEE(S), IF ANY), AND THEIR RESPECTIVE PARENTS, MEMBERS, PARTNERS, AFFILIATES,

DIVISIONS AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "*The Beatitude Barn, LLC* PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, INJURIES, LIABILITY AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OR ALLEGED TO HAVE ARISEN OUT OF (A) ALL BODILY INJURY AND PROPERTY DAMAGE (ORDINARY WEAR AND TEAR EXCEPTED) WHICH IS CAUSED BY CLIENT'S NEGLIGENT OR WRONGFUL ACTS ON THE PREMISES; (B) ANY ACT OR OMISSION OF CLIENT, ITS EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, PATRONS, GUESTS, INVITEES, PARTICIPANTS AND PERFORMING ARTISTS INVOLVED IN THE EVENT; (C) THE PRESENTATION OR PERFORMANCE OF THE EVENT; (D) CLIENT'S BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT; AND/OR (E) CLIENT'S VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR LAWS RELATED THERETO.

CLIENT AGREES TO USE AND OCCUPY THE PREMISES AND TO PLACE MATERIAL, EQUIPMENT AND OTHER PROPERTY THEREIN AT ITS OWN RISK AND RELEASES THE *The Beatitude Barn, LLC* PARTIES FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY ARISING THEREFROM.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Client will be reasonably responsible for the conduct and activities of Client's employees, agents, contractors, guests and invitees and, for purposes of the Agreement, such conduct and activities shall be deemed conduct and activities of Client.

15. Insurance Requirements. Client will maintain and pay all premium costs for, and will ensure that all contractors of Client maintain and pay for insurance coverage in amounts not less than specified throughout the duration of the Term as set forth in Exhibit B attached hereto and incorporated herein by reference.

16. Sponsorships and Signage. *The Beatitude Barn, LLC* reserves all rights to display signage at, on or near the Facility property. No signs, advertising boards, or any other sponsorship or promotional items will be allowed into, on or near the Facility, unless expressly consented to by *The Beatitude Barn, LLC*, in its sole and absolute discretion and subject to such conditions as *The Beatitude Barn, LLC* may impose. Client will not mark, cover or attempt to modify any signage at, on or near the Facility. Client is required to obtain *The Beatitude Barn, LLC*'s prior written approval of any sponsorship relationships into which Client desires to enter for the Event.

17. Miscellaneous

A. Third-Party Beneficiaries. This Agreement does not confer any rights or benefits upon any persons or entities other than *The Beatitude Barn, LLC* and Client and their permitted, respective

successors and assigns. There are no third party beneficiaries.

B. Relationship of the Parties. Nothing contained in this Agreement will be deemed to constitute *The Beatitude Barn, LLC* and Client as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Client agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

C. Entire Agreement and Modification. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised or terminated except by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. The parties acknowledge and agree that, when fully signed, the Special Event Order will expressly amend, modify and supersede Client's balance due for the Event.

D. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Pennsylvania, Bradford County.

E. Use by *The Beatitude Barn, LLC*. It is specifically agreed and understood that *The Beatitude Barn, LLC* has the right to occupy and use the Facility during the Term and to license any portion thereof, provided that such use or license does not unreasonably interfere with Client's intended use of the Premises.

F. Utilities. No interruption or malfunction of any utility services, whether such services are provided by *The Beatitude Barn, LLC* or arranged for by Client, shall (a) constitute an eviction or disturbance of Client's use and possession of the Premises or a breach by *The Beatitude Barn, LLC* of any obligations hereunder, or (b) render *The Beatitude Barn, LLC* liable for damages, or (c) entitle Client to be relieved of any obligations hereunder unless such interruption or malfunction was the result of *The Beatitude Barn, LLC*'s negligence or malfeasance. In the event of any such interruption of service provided by *The Beatitude Barn, LLC*, *The Beatitude Barn, LLC* shall be obligated to use its best efforts to restore such service.

G. Force Majeure. The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities not due to the action or inaction of *The Beatitude Barn, LLC* or an event or reason beyond the reasonable control of a party. In the event of a cancellation of the Event due to a Force Majeure Occurrence, each party shall be relieved of its obligations hereunder with respect to the performance so prevented.

H. Taxes. Any and all sales tax, amusement tax or other tax imposed by local, state, provincial or federal government as a result of the presentation of the Event and/or performance of any services rendered by *The Beatitude Barn, LLC* in connection with this Agreement hereunder, shall be the responsibility of and paid for by Client at the time required by law (excepting any state or federal income tax imposed on *The Beatitude Barn, LLC*).

I. No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

J. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

K. Prevailing Party. If either party institutes an action or proceeding against the other to enforce the terms of this Agreement, then the prevailing party in such action or proceeding will be entitled to recover from the other party the reasonable attorneys' fees and costs incurred therein. For purposes of this Section, a prevailing party shall include, without limitation, a party who brings an action against the other party by reason of the other party's breach or default of this Agreement and obtains substantially the relief sought, whether by compromise, settlement or judgment.

L. Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by facsimile (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such facsimile is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth herein with a copy to *The Beatitude Barn, LLC*.

N. Counterparts. This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of such counterparts shall be deemed an original.

ACCEPTED AND AGREED as of the date and year first above written.

*The Beatitude Barn, LLC*

By:

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*Reva Shaw*

*[Name of client]:*

By:

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