



## RENTAL AGREEMENT

This Facilities Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_, by and between The Elms, of 3540 Hwy 62 East, Flippin, Arkansas 72634 ("Lessor") and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use The Elms ("Facility") for the \_\_\_\_\_ ("Event") to be held on \_\_\_\_\_ at \_\_\_\_\_ (*time(s) requested*) \_\_\_\_\_.

### Individuals to be married:

\_\_\_\_\_ and \_\_\_\_\_  
Future mailing address if different from current address:  
\_\_\_\_\_

### DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at 8:00 AM on the Friday before the Event and will end at 12:00 PM on the Sunday following your event.

- The Elms is a working farm. Therefore, The Elms is available for use only on a reservation basis and at the discretion of the owners. An appointment must be made before visiting the facilities.
- Two representatives of the renting parties must sign the rental agreement verifying that they understand the guidelines and are responsible for all their guests' adherence to said guidelines.
- There is NO SMOKING inside of the barn. It is the renter's responsibility to see that their guests smoke in a responsible manner and properly dispose of cigarette butts in the sand buckets provided. Fireworks are not allowed. No seeds or confetti allowed inside the barn.
  - Votive candles and candles in globes are permitted in secure containers.  
(Battery operated candles are recommended if fans are in use.)
- The furniture inside and around the facilities must not be altered in any way, however it can be moved if it is put back where originally placed when the event is completed. Renter is responsible for any damage done to furniture.
- The Elms does not assume responsibility for any items left on the property before or after the event by the renter, rental companies, or caterers.

- Renter is responsible for setting up tables and chairs. When moving tables and chairs do not slide them across the floor causing damage to tables and chairs or floor. • It is the responsibility of the rental party to inform any caterers or food service persons used for the event that it is their responsibility to clean up any spilled food and dishes used in the facilities and to remove all the food from the refrigerator and facilities and to leave the facilities clean.
- It is the responsibility of the renting party to provide and serve alcohol for their event and to regulate the consumption of alcohol by their guests during their event. The Elms is not responsible for any injury due to alcohol consumption. The renting party is responsible for any damage or injury due to alcohol consumption.
- It is the responsibility of the renting party to make sure facilities are left in the exact condition that they were found. Any loose trash and any food left behind is to be disposed of in marked trash receptacles. All full trash bags are to be taken to the trash dumpster provided. Trash cans and trash bags are provided.

### **RENTAL FEE**

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$3,750.00, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$1,000.00 with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. This deposit sum of \$1,000.00 is non refundable. Half of the balance of the entire sum owed shall be paid halfway between the date that the event was booked and the date of the event. This amount paid is also non refundable once paid. The balance of the Rental Fee shall be paid in full by Lessee by 90 days prior to the Event. Finally, any payments made towards the sum shall be non refundable upon receiving. Taxes in the amount of 8.25% of total is an additional \$309.38. The Elms guarantees the availability of 25 round tables, 7 banquet tables and 150 chairs.

*Ivory table linens are available upon request for an additional \$100 to cover the cost of cleaning.*

*linens (+\$100)*

*no linens*

### **INDEMNIFICATION**

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

### **"AS-IS" CONDITION**

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

### **ASSIGNMENT AND SUBLICENSING**

Lessee shall not assign any interest in this License Agreement or otherwise transfer or

sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

## **TERMINATION**

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

## **INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

## **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

## **CANCELLATION**

All deposits and payments are non-refundable, however the lessee may cancel this Agreement at any time prior to the Event Date by providing written notice of such election to the Lessor.

## **OTHER INFORMATION**

- Please Park in designated parking areas only. No parking or driving on grass areas.
- The Elms has a NO pet policy. Some exceptions may be made with prior notification. Certified service animals are permitted.

The Elms is not liable for any liability or personal injury to guests resulting from any cause whatsoever. The guest shall be solely responsible for any of their or their invitees' personal property located or stored upon the premises and for all risks of damage, destruction, or loss resulting from fire, theft, storm, and all other hazards. Owners shall not be liable for any damage to, destruction of, or loss of any of the renters personal property located or stored upon the premises regardless of the cause of such damage, destruction or loss.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Arkansas.

**SIGNATORIES**

This Agreement shall be signed by Andrew James on behalf of The Elms Barn and by \_\_\_\_\_ (lessee).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LESSOR**

The Elms Barn

By: \_\_\_\_\_

Andrew James, Owner

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

**LESSEE**

By: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

The Elms Barn: 3540 Hwy. 62 E Flippin, AR 72634 (Physical address)

PO Box 1263 Yellville, AR 72687 (MAILING ADDRESS)