

THE KY PLANTATION LLC RENTAL CONTRACT DBA SILO FARMS

This contract defines the terms and conditions under which The KY Plantation LLC, dba Silo Farms (hereinafter referred to as Silo Farms) and _____ (hereinafter referred to as the Customer) agree to the Customer's use of the Silo Farms facilities on _____ date. This contract constitutes the entire agreement between the parties and will become binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing, signed by The KY Plantation LLC dba Silo Farms and the Customer, and dated.

Customer Information

Customer Name(s): _____

Address: _____

Telephone #: (H) _____ (W) _____ (C) _____

Email Address: _____

Contact Person Name: _____ Phone: _____

Proposed Event: _____ Approximate Number of Guests: _____

Silo Package Full Weekend Package Saturday Wedding w/Rehearsal Dinner
Date of Event: _____ Date of Event: _____ Date of Event: _____
Time of Event: _____ Time of Event: _____ Time of Event: _____

Saturday Only Wedding Sunday Only Wedding
Date of Event: _____ Date of Event: _____
Time of Event: _____ Time of Event: _____

Venue

In each of the Wedding Packages above, Silo Farms provides use of a 4,160 square foot event barn to accommodate 154 to 200 people, with chair and table set up depending upon layout, or 225 up to 299 people with chair only set up. Venue includes access to the lake (no swimming, boating, or fishing allowed), additional space of up to 700 square feet of covered porch and covered 1,200 square feet of lighted patio area, 25 60-inch round tables (additional tables are available for \$25.00 per table), five (5) 6-foot by 30-inch rectangular tables (additional tables are available for \$25.00 per table), 200 white folding chairs (additional chairs up to 299 can be used for a charge of \$3.00 per chair over 200), the use of the Bride and Groom Suites, indoor handicapped accessible restrooms, a sound system (subject to the compatibility of the Customer's equipment and Wi-Fi with XLR plug-only, limitations based upon location), the use of the catering preparation area with refrigerator, freezer, food warmer, ice maker, and prep table.

You have selected the following package, _____, with a base cost of \$_____.

Rental Deposit and Payment Agreement

The total cost for the use of Silo Farms and its facilities described above is a base cost of \$_____. To reserve services on the date/s requested, Silo Farms requires this contract to be signed by the Customer and

an initial payment equal to twenty-five percent (25%) of the Package selection cost. This deposit is non-refundable under any circumstances whatsoever. Absent a breach by Silo Farms, the reservation deposit is never refundable. A second payment of fifty percent (50%) of the original total cost is due sixty (60) days prior to the event date. This second payment is also a non-refundable deposit. Absent a breach by Silo Farms, the fifty percent (50%) non-refundable deposit due sixty (60) days prior to the event is never refundable.

Payment of the remaining balance of the rental fee is due thirty (30) days in advance of the event. Deposits and payments will be made by personal check made payable to **Silo Farms** or by credit card (via Square) when available. A receipt from Silo Farms will be provided for the initial rental deposit, second rental payment, and the remaining balance.

Date Changes and Cancellation Policy

1. **Changes:** At no time is The KY Plantation LLC and Silo Farms required to make any changes in the dates or times of the event initially contracted for by the Customer. In the unlikely event the Customer desires to change the date of the event or wedding, every effort, although not required, will be made by Silo Farms to transfer reservations to support the new date proposed. The Customer agrees that in the event of a date change, any expense including but not limited to deposits and fees that are non-refundable and non-transferrable are the sole responsibility of the Customer. The Customer therefore understands that if a date is changed, any deposits previously made will apply to the new date within 12 months of cancellation, should one be available. All other terms and conditions of this contract will remain the same. The Customer further understands that last minute changes can impact the quality of the event and that Silo Farms is not responsible for these compromises in quality.
2. **Cancellation:** In the event the Customer cancels the event, regardless of the reason, the Customer shall notify Silo Farms immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
 - A. In the event the Customer cancels the event, the Customer shall forfeit to Silo Farms as liquidated damages 100% of rental deposits made up to date of cancellation.

Damage/Excessive Clean-Up Deposit

In addition to the initial twenty-five percent (25%) non-refundable venue rental deposit and the fifty percent (50%) non-refundable second rental fee, along with remaining balance fee, a damage/excessive clean-up deposit is required in the amount of \$450.00 and is due at the same time the third payment or the remaining balance is due (30 days prior to event) as set forth above. Silo Farms reserves the right to use any or all of the damage deposit toward any of the Customer's obligations under this contract or any claims that Silo Farms may have for extraordinary clean-up, damages or destruction of any property located in, on, or around the premises belonging to The KY Planation LLC dba Silo Farms as a result of the Customer's use of the premises or in any way relating to the event. If extra labor and/or clean-up is required as a result of the Customer's use of Silo Farms and its facilities, the Customer agrees to pay for such items at the below agreed-upon rates:

- A. Labor for set-up of decorations or to assist in set-up if the Customer requests such assistance - \$50.00 per hour per person.
- B. Labor to clean-up unnecessary messes, such as vomit, spilled alcohol and other liquids, or extra restroom clean-up from the Customer's guests' lack of personal responsibility or hygiene - \$50.00 per occurrence.
- C. Damage to facility in any form will be photographed by Silo Farms and a formal repair and cleaning cost invoice will be submitted to the Customer, along with any remaining unused

balance of the Customer's damage deposit. If the damage and/or excessive clean-up exceeds the deposit amount, the Customer will be invoiced for repairs and extra clean-up at the following rate - \$50.00 per hour per person.

- D. The remaining balance, if any, of Customer's damage and excessive clean-up deposit will be refunded by Silo Farms to the Customer within fourteen (14) days following the event, or within fourteen (14) days following completion of repairs and/or clean-up, whichever is later.

Conditions of Use

Renter's activities during the Rental Period must be compatible with the use of the building/grounds and activities in areas adjacent to the Rental Space and building subject to the limitations set forth hereinabove.

This includes, but is not limited to, playing loud music, or making any noise at a level that is not reasonable under the circumstances and compatible with all rules and regulations for the County of Shelby. Vaping and/or smoking is not permitted anywhere in any building. The rental space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. The Customer is responsible for the removal of all decorations and trash from the property or placed in a dumpster provide on-site.

Event Set-Up Limitations

For each package available at Silo Farms, specific times are allotted for access to the venue for set-up.

Should you have chosen the Silo Package, you will have access to the venue beginning Thursday prior to the event at 8:00 a.m. and have the venue for your benefit thru Sunday at 9:00 p.m. The Silo Package provides a rehearsal dinner catered for twenty (20) people, with an extra cost of \$12.00 per person over twenty (20) people. A parking attendant will be provided from 4:00 p.m. to 8:00 p.m. on Saturday, the date of the event, and Silo Farms will provide bridal and groomsmen party gift bags, limited to a total of sixteen (16), with an additional cost of \$20.00 per person beyond sixteen (16).

Should you have chosen the Full Weekend Package, you will have access to the venue beginning Friday at 3:00 p.m., use of the venue facilities from Saturday at 8:00 a.m. until Sunday at 11:00 a.m.

Should you have chosen the Saturday Wedding with Rehearsal Dinner Package, you will have access to the venue beginning Friday at 5:00 p.m. thru Friday at 11:00 p.m., and 8:00 a.m. Saturday until 11:00 p.m. Saturday evening.

Should you have chosen the Saturday Only Wedding Package, you will have access to the venue beginning at 10:00 a.m. on Saturday, concluding at 11:00 p.m. on Saturday evening. There is no access to the facility other than on Saturday at the time set forth above.

Should you have chosen the Sunday Only Wedding Package, you will have access to the venue beginning Sunday at 11:00 a.m., concluding at 11:00 p.m. on Sunday evening. The Sunday Only Wedding Package only provides access to the venue on Sunday at the time set forth above.

All events must end by 11:00 p.m. regardless of package chosen.

All property belonging to the Customer, Customer's invitees, guests, agents, sub-contractors, and all equipment shall be delivered, set-up and removed within the timeframe detailed in the Package the Customer has chosen. Should the Customer need earlier access for set-up purposes, Silo Farms will consider same, but not be required to do so, and, if it is able to accommodate the Customer, there will be a quote of an additional fee required to be paid before access outside of the normal Package access limits is provided. The Customer is ultimately responsible for property belonging to the Customer, the Customer's invitees, guests, agents, and sub-contractors. Should alcohol be served, alcohol must stop no later than 11:00 p.m. Should music be utilized, a DJ or live music must stop no later than 11:00 p.m. All guests must be

off Silo Farms premises no later than 11:00 p.m. the day of the event (except clean-up crew, with all clean-up to be done by 1:00 a.m.).

Insurance

Special event liability insurance is required of all clients and is due no later than thirty (30) days prior to the event. This insurance must, at the Customer's sole expense, provide and maintain public liability and personal property damage insurance, insuring The KY Plantation LLC dba Silo Farms and its employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury, and other loss arising out of the Customer's use and occupancy of the premises, including appurtenances to the premises, sidewalks, roadways, the lake, and farm area. The insurance required hereunder shall have a single limit liability of not less than \$1,000,000.00 and a general aggregate liability of not less than \$2,000,000.00. The KY Plantation LLC dba Silo Farms shall be named as an additional insured on said policy.

If alcohol is to be served, please make sure that the policy includes host liquor liability/dram shop liability coverage to protect you against alcohol related accidents, as you are ultimately liable for the safety of your guests. Established catering services may use their license and insurance to cover this requirement. All caterers and/or outside vendors, companies, and/or institutions must provide a copy of their Certificate of Insurance and Catering License to The KY Plantation LLC dba Silo Farms naming The KY Plantation LLC dba Silo Farms as an additional insured. These documents must be delivered to Silo Farms at least thirty (30) days prior to the event.

Failure to provide evidence of insurance to Silo Farms thirty (30) days prior to the event can cause immediate cancellation of the event and forfeiture of all monies paid. Cancellations arising from failure of the Customer to provide Silo Farms with proper and timely Certificate of Liability Insurance will be treated as a client caused cancellation.

Site Vendors

Other than those services provided by Silo Farms, depending on the Package selected, you will potentially utilize or need the use of a catering company. Your catering company must be preapproved by Silo Farms and your catering company must agree to adhere to the terms of Silo Farms guidelines and it is the Customer's responsibility to share these guidelines with the Customer's caterers.

Your catering company is responsible for the breakup/breakdown of set-up catering areas. Please allow appropriate time for breakdown and clean-up to meet the contracted for timelines.

Responsibility and Security

Silo Farms does not accept any responsibility for damage to or loss of any articles of property left at Silo Farms prior to, during, or after the event. The Customer agrees to be responsible for any damage done to Silo Farms, its buildings, property, or appurtenances by the Customer's guests, invitees, employees, or other agents under the Customer's presumed control. Further, Silo Farms shall not be responsible for any loss, damage, or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer or any of its guests, invitees, employees, or other agents from any accident or casualty occasioned by the failure of the Customer to maintain the premises in a safe condition or arising from any other cause.

The Customer shall notify all of its guests, invitees, agents, or employees that Silo Farms is located on a farm with the imperfections of a farm, including uneven spaces, holes, slick ground, a lake, and all imperfections typically attributable to a farm. The Customer is encouraged to fully inspect the farm so that it may provide to those persons listed above a full account of the state of the property so that no claim can be made that there existed a known or unknown defect causing or contributing toward injury of the Customer's guests. The Customer, as a material part of the consideration of this Agreement, hereby waives on its behalf all claims and demands against Silo Farms for any such loss, damage, or injury of claims and

demands against Silo Farms for any loss, damage, or injury of the Customer and hereby agrees to indemnify and hold harmless Silo Farms, free and harmless from any and all liability of any such loss, damage, or injury to persons and from all costs and expense arising therefrom, including but not limited to attorney's fees.

Indemnity

The Customer agrees to indemnify and hold harmless Silo Farms, its officers, staff, and agents working on its behalf from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, negligent action, willful misconduct or omission of the Customer and the Customer's guests, invitees, agents, and subcontractors.

Excuse of Performance (Force Majeure)

The performance of this Agreement by Silo Farms is subject to acts of God, war, governmental regulation, or advisory, disaster, fire, accident, or other casualty, strikes or threats of strike, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Silo Farms. Should the event be cancelled through a force majeure event, Silo Farms agrees to work with the Customer to select a new date and time for rescheduling of the event.

Should the Customer and Silo Farms not be able to agree on a new date and time, fifty percent (50%) of all fees paid up to the date of the cancellation shall be refunded to the Customer, and fifty percent (50%) shall remain with Silo Farms (100% of any clean-up costs will be refunded regardless).

Excepted from the definition of force majeure are any state, local, or governmental limitations placed upon the gathering of people such as has occurred under COVID-19. So long as the event is not prohibited by governmental action, limitations as to the number of people that may attend the event, masking, spacing, or the type of catering that can be had are not deemed to be force majeure events and the Customer's failure to go through with the event because of these shall be deemed an unexcused cancellation with forfeiture of all fees as set forth above.

Sound System

Silo Farms' facilities are wired to generally allow the connection of modern music transmission. There are speakers throughout the facility. The facility is serviced by Wi-Fi with XLR plug-in only. It is further hardwired. Silo Farms makes no guarantee, nor does it warrant the operation of the Wi-Fi system. The Customer acknowledges and understands that the Wi-Fi system is located in a rural country setting with certain limitations, especially those related to weather. The Customer should be aware of and attempt to operate the sound system in advance of its rental date to know its limitations and capabilities. The failure of the sound system or Wi-Fi system shall not be deemed to be a breach of this Agreement by Silo Farms.

Adjoining Areas

The Customer understands that Silo Farms is in a rural and agricultural area. The Customer further acknowledges and understands that there is the potential that adjoining landowners may be in the process of performing agricultural projects or moving livestock and with that comes all of the normal agricultural sounds and smells. Those sounds and smells and other occurrences by adjoining landowners in the normal operation of their farms is agreed to and accepted by the Customer herein and shall not be a basis for any contention, cancellation, or request for a refund or discount.

Security

Silo Farms does not provide for or accept any responsibility for security for the event planned herein. The Customer understands that for its own convenience and protection, Silo Farms has located a number of security cameras and security recording devices. These are for the sole benefit and use of Silo Farms. These are not deemed to be for the use and benefit of the Customer or in lieu of any Customer's security needs. Any and all security necessary for the event planned by the Customer shall be provided for by the Customer and the Customer acknowledges the hold harmless indemnification provisions set forth above.

Parking

A parking area is provided for in _____ portion of the property. This parking area accommodates _____ cars. Should the Customer require additional parking space, the Customer shall notify Silo Farms ten (10) days in advance to allow Silo Farms to designate an area, based upon weather, where additional parking may be had. Failure to request additional parking area may result in the Customer’s guests having a difficult or impossible time to park.

Alcoholic Beverages

As the host of a private event, the Customer acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at Silo Farms during the duration of the event described in this Contract. Alcoholic beverages must be served through a catering service licensed in the Commonwealth of Kentucky to sell and serve alcoholic beverages. The catering service and its agents will exercise due care in serving alcoholic beverages and will refuse service to any person appearing to be under the age of 21 or who appears to be intoxicated. Identification and proof of age should 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. Your catering service or its agents will provide all alcoholic beverages consumed in accordance with the laws and regulations of the Commonwealth of Kentucky. The Customer shall monitor all service of alcohol and specifically acknowledges that the Customer is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol.

Jurisdiction

The parties agree that this Agreement will be governed by the laws of the Commonwealth of Kentucky. The parties consent to the exclusive jurisdiction of and venue in either the Shelby District or Shelby Circuit Court in the 53rd Judicial District of the Commonwealth of Kentucky and the parties expressly consent to personal jurisdiction and venue in said Court(s). The Customer agrees to pay reasonable attorney’s fees incurred by Silo Farms associated with any breach of this Agreement and any costs associated therewith.

Additional Notes

Reservation Process

A Rental Contract must be signed. All pages must be initialed, as well as appropriate deposits submitted in order to confirm utilization of Silo Farms.

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer:

(Customer)

(Customer)

(Signature) (Date)

(Signature) (Date)

Silo Farms:

By: (Date)