

THE BABY DOLL HOUSE EVENT CONTRACT



| Client Name: |
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| Telephone: |
| Email: |
| Mailing Address: |
| |
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| - |
| Event Type: |
| Event Date: |
| Time of Event: |
| |
| |
| Rental Amount: \$ |
| Deposit: \$ |
| Due Before: |
| TOTAL: |

CONTACT

Eustace and Claire Winn, Proprietors

The Baby Doll House, LLC 77 Burrus Road Benoit, MS 38725 MAILING ADDRESS: PHONE:

P.O. Box 62 601.807.1856 Benoit, MS 38725 662.822.6711

EMAIL: WEBSITE:

BurrusHouse@gmail.com TheBabyDollHouse.com

VENUE RENTAL RATES

Daytime Events, 10:00am - 2:00pm

Sunday-Friday: \$1,500

Saturday (High Season): \$2,500 Saturday (Low Season): \$1,500

Evening Events, 3:30pm - 11:30pm

High Season: March-June / September-November

Saturday: \$4,500

Thursday, Friday and Sunday: \$3,000

Monday-Wednesday: \$2,000

Low Season: July-August / December-February

Saturday: \$3,500

Thursday, Friday and Sunday: \$2,000

Monday-Wednesday: \$1,000

THIS BABY DOLL HOUSE, LLC EVENT CONTRACT ("Contract") is made and entered into on the date signed by all of the Parties, by and between the Client named above (the "Client") and THE BABY DOLL HOUSE, LLC, a Mississippi limited liability company ("THE BABY DOLL HOUSE"). Client and The Baby Doll House are sometimes collectively referred to as the "Parties" and "Party" shall mean either of them.

In consideration of the mutual covenants and agreements set forth in this Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PAYMENT SCHEDULE AND POLICIES:

- A 50% non-refundable deposit of venue rental, 50% of option overnight accommodations, and a \$500 refundable security deposit are due upon the signing of this contract.
- 75% of the total invoice is due three (3) months prior to the Event date. This payment is non-refundable.
- The remaining balance of the total invoice is due two(2) weeks prior the the Event date. This payment is non-refundable.

Failure to meet the above payment schedule will result in the cancellation of your event. All monies paid are **non-refundable and non-transferable** and are required to maintain your intention to use The Baby Doll House for your event. A \$250 rebooking fee will be imposed for all rescheduled events.

- Said Deposit acts to reserve the venue and represents services rendered in execution of this contract.
 Parties acknowledge that under no circumstances is the deposit fee or any other payment refundable or transferable. Total balance is due in full two (2) weeks prior to the event, payable by personal check, certified check, money order, cashier's check or cash.
- 2. Final guest count must be received two (2) weeks prior to the Event. Children over the age of five (5) are counted as guests. After this point, any additional guest shall be imposed a charge of \$15 per guest and the price of any purchased bar packages.
- 3. Security Deposit of \$500 is due at the signing of the agreement in cash or check. Providing no contract breach, the said deposit will be returned in the form of a check to the Client within 30 days following the Event date.
- 4. All payments are required to be paid by cash, personal check, certified check, cashier's check or money order.
- 5. **Cancellation** within ninety (90) days of scheduled Event makes the remaining balance due and payable immediately. Written notice of cancellation must be received by The Baby Doll House not less than ninety (90) days prior to the date contracted for.
- 6. If the balance payment is to received on or by the due date, the balance must then be paid in full, in **cash no exceptions**. In addition, a late fee of \$25 per day after the due date will be imposed and added to the Event total balance.
- 7. The Baby Doll House reserves the right to cancel any Event and refund all monies paid due to problems that arise in the coordination of an event
- 8. If the contract is not fulfilled due to natural or unnatural disaster or act of God, the function will be rescheduled, and all payments will be reapplied to another open date within one year of the contract. **No refunds will be issued.**

II. DAMAGE & CLEAN UP CHARGES:

- 1. Damages to buildings, property or building contents, or articles removed from The Baby Doll House by the Client, the Client's guests and invitees and the Client's agents will be come the direct responsibility of the Client. Client will replace and immediately pay for all damages.
- 2. The Baby Doll House provides the site in an event-ready state. Damage and clean-up charges may apply if decorations, arrangements, food and other materials associated with the Event are not cleaned up by 11:00 AM the morning after the Event.
- 3. Clients and their agents shall refrain from affixing decoration to any structure on the property using nails, tacks, staples or other implements the damage the underlying surface.
- 4. Clients and their agents may not use cuttings from any trees or plants on the grounds of The Baby Doll House It is the client's obligation to discuss this requirement with the planner, or with any other contracted agent.
- 5. The Baby Doll House is not responsible for any items that are lost, damaged or stolen.
- 6. The Baby Doll House is not responsible and shall not be held liable for loss or damage to vehicles or property placed in or upon the premises.
- 7. No use of sparklers, Chinese lanterns, glitter, or confetti thrown (or used as outdoor decoration) is permitted. Bubbles, rose petals, rice and birdseed are only allowed outdoors.
- 8. All roped-off or locked areas or rooms are off limits.
- 9. **NO SMOKING** is allowed in facilities or within twenty (20) feet of facilities.

III. EVENT TIME:

- Nighttime events must be over by 11:30 PM. At this time all buildings at The Baby Doll House will be locked and monitored overnight. Failure to timely end the Event may result in loss of Security Deposit and accrual of additional charges. Specific individual circumstances may be agreed upon by the Parties following written request and written approval.
- 2. The Client agrees that all items brought onto the property must be removed by check-out (11:00 AM) on the day following the event. This includes all decorations and supplies including items from caterers, bakers, florists, musicians and any other vendors.
- 3. The Client, the Client's agents, family members and wedding party are permitted entrance to The Baby Doll house and shotgun shacks at 10:00 AM on the day of the Event, unless an earlier time has been approved by The Baby Doll House. The Baby Doll House will open forty five (45) minutes prior to Event start time. It is the responsibility of the Client to communicate to guest that no access to the property will be granted more than 45 minutes before the event.

IV. CATERING:

Due to the caterer's central role in the set up and clean up and the various requirements related thereto, The Baby Doll House has a pre-approved list of caterers. Although the Client is not limited to this list, The Baby Doll House must approve any caterer used by the Client that is not on the pre-approved list. Any caterer not on the pre-approved list must sign a contract with The Baby Doll House and must also deliver a suitable insurance certificate adding The Baby Doll House and Burrus Foundation, Inc. as an additional insureds (with a waiver of subrogation) before they will be allowed to operate on site. It is the Client's responsibility to ensure that this requirement is met.

V. RENTAL EQUIPMENT, VENDORS & SET UP:

- 1. The Client agrees to coordinate all outside vendors with The Baby Doll House.
- 2. All caterers must be approved and sign The Baby Doll House's caterer's agreement.
- 3. The Baby Doll House is not responsible for any leftover food, cake, alcohol or floral arrangements.
- 4. Any band or DJ on the grounds must be approved by The Baby Doll House. Dance floor rental is required should any band or DJ be set up in any grassy area on the property.
- 5. All event rental equipment must be approved by The Baby Doll House at least two (2) weeks prior to the Event. This equipment includes but is not limited to tables, chairs, linens, tents, dance floors, stages, china, lighting equipment, etc. The Client is required to pay a 15% (pretax) service fee of all total rental invoices. This fee is due in cash or by check within one week following the event date. The original rental invoice must be provided to The Baby Doll House by the Client, caterer or planner with the service fee. After this point, there will be a fee of \$25 per day applied to the original fee. The Client, caterer or wedding planner must supply The Baby Doll House with a drawing of the chair, table, dance floor, stage and tent layout two (2) weeks prior to the Event. Failure to adhere to this policy will result in loss of Security Deposit and may include additional charges.
- 6. The Baby Doll House is not responsible for any rental equipment or decorations left outside overnight, before or after the date of the Event.

Initial _____

7. Any furniture belonging to The Baby Doll House that is removed or relocated during the Event must be approved by The Baby Doll House and must be returned to its' original location. Failure to adhere to this policy may result in additional clean-up charges and/or loss of Security Deposit.

VI. ALCOHOL POLICY:

- 1. Delta Beverage Services, LLC is the preferred provider of alcohol and other beverages for all events at The Baby Doll House. Any other alcohol and beverage provider must be approved by The Baby Doll House and a fee of 20% of the cost of alcohol and beverages will be imposed. This fee is due in cash or by check within one week following the Event date. After this point, there will be a fee of \$25 per day added to the total due. alcohol vendor must be a licensed bartender or professional bar service and must provide proof of liability coverage in the amount of one million dollars before the Event.
- 2. Shots of alcohol are not permitted to be served or consumed at The Baby Doll House. No coolers, outside alcohol or outside food are allowed at The Baby Doll House during the Event.
- 3. The Baby Doll House has the right to refuse service to anyone who appears to be intoxicated and will not serve anyone under the legal age of 21.
- 4. The Client agrees that UNDER NO CIRCUMSTANCES IS THE BABY DOLL HOUSE, ITS OWNERS, AND OR THE CONTRACTED EMPLOYEES RESPONSIBLE OR LIABLE IN ANY WAY FOR THOSE WHO CONSUME ALCOHOL. IT IS THE RESPONSIBILITY OF THE CLIENT TO PREVENT ANY IMPAIRED PERSON FROM DRIVING OR TO PLACE HIMSELF, HERSELF OR OTHERS IN A DANGEROUS SITUATION. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE BABY DOLL HOUSE, THE BURRUS FOUNDATION, INC. AND ITS OWNERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, EXPENSES, COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, DAMAGES AND ANY OTHER CONSEQUENCES OF THE FAILURE TO COMPLY WITH THIS POLICY.

VII. ADDITIONAL ACCOMMODATIONS POLICY

- 1. The "Shotgun Shacks" may be used as dressing rooms beginning at 10:00 AM on the day of the Event by the Event party, family members and band only. The shacks are not to be used by Event guests during the Event. All personal belongings and trash must be cleared no later than thirty (30) minutes after the Event has ended or no later than 11:30 PM. The shacks will be locked at this time. Failure to adhere to this policy will result in loss of Security Deposit or additional cleaning charges.
- Shotgun Shacks may be rented for overnight accommodations by the Client for a separate fee. No more than four (4) guests are allowed per shack and all overnight guests must be approved by The Baby Doll House. Quiet hours are observed beginning at 11:30 PM and check-out time is 11:00AM on the day after the Event.
- 3. The Client is responsible for any damages or breech of contract terms by Shotgun Shack guests.
- 4. The balance of any overnight accommodations is added to the total Event balance and follows the same payment terms of the Event.

VIII. INCLEMENT WEATHER POLICY

1. Rain contingency plan is enforced at 50% change of precipitation according to the National Weather Service forecast seven (7) days before the Event. Should rain contingency plan be enforced, the Client must provide a tent sized to accommodate the number of guests exceeding one hundred (100). **This rule is strictly enforced.**

IX. PARKING

- 1. Two parking attendants are included in the price of venue rental.
- 2. The Client and the Client's guests and agents shall not park in grassy areas outside of designated parking spots without approval by The Baby Doll House
- 3. Buses or trolleys holding more than twenty (20) guests are allowed on Burrus Road only and will not be admitted through gates of The Baby Doll House.

X. CANCELLATION AND LEGAL DISPUTES

Ву

- 1. In the event that the Client fails to perform the requirements of this Contract as set forth herein, The Baby Doll House may, at its election, terminate this Contract.
- 2. Should it be necessary to secure the services of an attorney to collect any unpaid amounts due to The Baby Doll House, the Client shall be liable for all expenses of collection, including but not limited to, court costs and attorney's fees fixed at a minimum of 25% of the amount due.
- 3. The Client agrees that exclusive venue of any disputes arising from matters relating to this agreement shall be in Bolivar County, Mississippi for all state court matters, and the Northern District of Mississippi for all federal court matters.

| rees that this Contract may be amended only in writing signed by The |
|--|
| the policies, terms, prices, and conditions set forth herein: |
| Date |
| Date |
| identified herein in accordance with the terms and conditions set |
| |
| |

Date