

***Birchview Outdoor Wedding and Event Center LLC***  
***2017-2018***

6036 Lobdell Rd.  
Linden, MI 48451  
(810)-814-0082

Rental Agreement

Part One – General Rules

There is no smoking anywhere inside the Wedding and Event Center including any tents on the property. Evidence of smoking anywhere inside the Wedding and Event Center including any tents will result in loss of security deposit. There will be a designated outside smoking area approximately 20 feet away from any structure with one Cigarette Receptacle provided per outside smoking area.

No tape or adhesive of any kind, thumbtacks, staples or nails shall be used or affixed on the walls, floors, ceiling, doors, etc.

No table confetti, glitter, bubbles, rice, bird seed, silly string, dance dust, fresh flower petals.

Balloons are permitted using balloon weights only.

All candles must have glass protection.

Fog machines are not permitted.

No alcohol is allowed in the restrooms and parking areas.

Children under 17 MUST be supervised at ALL TIMES.

Birchview Wedding and Event Center has the right to control music volume and/or activities.

Security Lights are NEVER to be removed or covered and Emergency Exits are to be kept clear at all times.

Renter(s) and their services are not permitted admittance to the facilities until the designated time on the Rental Agreement. Renters and their services must vacate the Wedding and Event Center and its grounds by the time designated in the Rental Agreement. Set Up and Clean Up Times are included in the designated hours of rental.

**Renter(s) is responsible for taking out all items brought in and throwing away all disposable items in the garbage cans and bags provided. No items are to be left overnight. Items left behind will be disposed of. Birchview Outdoor Wedding and Event Center LLC will not be responsible for any and all items left behind.**

Initial\_\_\_\_\_

### Part Two – Security Deposit

To reserve services on the date requested, Birchview Outdoor Wedding and Event Center, LLC requires this contract to be signed and a non-refundable initial deposit of half the total amount due. The remaining balance is due sixty (60) days in advance of the event date along with an additional security deposit of \$500.00.

Birchview Outdoor Wedding and Event Center LLC will hold the \$500.00 Security deposit until after the event and final inspection by management, the CLIENT and or CLIENT representative.

All payment installments are non-refundable.

Deposits and payments will be cash or check made payable to Birchview Outdoor Wedding and Event Center LLC.

This contract defines the terms and conditions under which Birchview Outdoor Wedding and Event Center LLC and \_\_\_\_\_ (hereafter referred to as the CLIENT) agree to the CLIENT's use of the Birchview Outdoor Wedding and Event Center LLC facilities on \_\_\_\_\_ (Reception/event date).

This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties.

This contract shall not be amended or changed unless executed in writing and signed by the Birchview Outdoor Wedding and Event Center LLC and the CLIENT.

#### **CLIENT information**

**CLIENT Name:**

Address:

Telephone#: (H)\_\_\_\_\_ (W)\_\_\_\_\_ (C)\_\_\_\_\_

E-Mail

**Proposed Event:**

Approximate Number of Guest:\_\_\_\_\_ (200 maximum) Any number above 200 will require an additional fee of \$10.00 per person added onto the rental fee and will be due at the time the final balance is paid.

Caterer Selected:

Musician/DJ Selected:

Bartender Selected:

Miscellaneous Vendors:

Facilities and Services Provided by Birchview Outdoor Wedding and Event Center LLC

Birchview Outdoor Wedding and Event Center LLC will provide the facilities and services described in this contact on the event date noted above for the time period the CLIENT and Birchview Outdoor Wedding and Event Center LLC have agreed per this contract.

Birchview Outdoor Wedding and Event Center LLC provides the following options available for weddings and or events.

Option 1: Saturday Price: \$3095.00 \_\_\_\_\_(Int.)

Option 2: Friday Price: \$2695.00 \_\_\_\_\_(Int.)

Option 3: Sunday Price: \$2095.00 \_\_\_\_\_(Int.)

When renting one day, the CLIENT shall have access to Birchview Outdoor Wedding and Event Center from 10:00am the day of the event until Midnight (12:00am). The CLIENT will have exclusive use of the facility during this time period for setting up, hosting their event, breaking down and clean up of the facility.

The CLIENT agrees that all other services, facilities and arrangements for services shall be the responsibility of the catering services and rental companies listed in this

contract and approved by Birchview Outdoor Wedding and Event Center. It is the CLIENT's responsibility to ensure any outside vendors adhere to the guidelines regarding time.

There will be a \$150 dollar an hour fee taken from the security deposit if the facility is not cleaned and or vacated by the time specified in this contract.

In addition to the individual options, Birchview Outdoor Wedding and Event Center offers additional plans for weddings and or events.

Option 4: Friday and Saturday price \$5195.00 \_\_\_\_\_(Int.)  
Times 10:00 am Friday until Saturday midnight (12:00am) Sunday morning.

Option 5: Friday, Saturday, Sunday price \$6495.00 \_\_\_\_\_(Int.)  
Times 10 am Friday until Sunday midnight (12:00am) Monday morning.

Birchview Outdoor Wedding and Event Center LLC will rent the facility by the hour Monday-Thursday for a rate of \$150.00 an hour with a four (4) hour minimum.

**\*\*Weekday rentals are not part of the wedding or event package, therefore, may not be available. This is why we strongly recommend, if you're wanting to use the facility for a rehearsal dinner prior to your event, you consider booking the weekday rental at the same time as your wedding or event.**

**Birchview Outdoor Wedding and Event Center LLC Provides:**

Gravel parking for approximately 100 cars and field parking for an additional 100 cars.

\_\_\_\_\_ (Int.)

Two indoor bathrooms for the guest, with running water \_\_\_\_\_ (Int.)

Bridal Suite for the bride and bridesmaid's to get ready, with a private bathroom \_\_\_\_\_ (Int.)

Ceremonial wedding pergola by the natural pond (Power is available at pergola) \_\_\_\_\_ (Int.)

Indoor /Outdoor bar area \_\_\_\_\_ (Int.)

Outdoor fire pit	_____ (Int.)
40x60 foot cement pad for tables and chairs	_____ (Int.)
40x80 foot white wedding tent	_____ (Int.)
Two pre-hung chandeliers in the tent	_____ (Int.)

**USE OF BRIDAL SUITE:**

The bridal suite is for the exclusive use of the bride and bridesmaids prior to and during the event or wedding. The CLIENT will receive a passcode to enter the bridal suite and will be responsible for any and all damages that arise from their guest accessing the suite. The bridal party is allowed to take pictures in the bridal suite before after the ceremony but **it is not intended for party guests**. The bridal suite is a secure area for the bride to store personal items and have privacy.

\_\_\_\_\_ (Int.)

**FIRE PIT:**

The fire pit is intended for and built for a small natural fire. Only wood provided by Birchview Outdoor Wedding and Event Center LLC will be used. There will be no burning of other material in the fire pit. The fire must be out by the time the event is over.

\_\_\_\_\_ (Int.)

**ALCOHOLIC BEVERAGES:**

As the host of a private party, the CLIENT acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at Birchview Outdoor Wedding and Event Center LLC during the duration of the event described in this contract.

It will be the responsibility of the CLIENT to hire an approved bartender and also obtain the necessary insurance for liability. **The CLIENT must show proof of liquor liability insurance prior to event.** A photocopy of this insurance binder will be attached to this contract. Failure to provide proper documentation will result in alcohol being barred from your event. ***Wedding insurance is available through most insurance companies for a reasonable rate.***

The CLIENT will assure their representative who serves the alcohol will exercise due care in serving alcohol and will refuse service to anyone who appears to be under the age of 21 or anyone who appears to be intoxicated.

The CLIENT’S representative will ask for identification for anyone who appears to be under the age of 21.

The alcohol will only be served to guest from the bar area and by the approved bartenders. Or from another designated area on the grounds approved by Birchview Outdoor Wedding and Event Center LLC and the CLIENT.

In the event a secondary bar area is requested, the CLIENT assumes all responsibility for the secondary area and must be staffed by an insured bartender.

If the CLIENT chooses to purchase the alcohol through a caterer, **the caterer must show proof of liquor liability insurance.** The caterer and or designated representative shall be the only ones allowed to serve the alcohol.

**Alcohol service will end at 11:00pm.**

By initialing, the CLIENT agrees to the terms stated above regarding alcoholic beverages.

\_\_\_\_\_ (Int.)

**MUSIC:**

It shall be the CLIENT’S responsibility to contact the Fenton Twp. Office to obtain a noise permit if they are having a live band. Fenton Township does have a noise ordinance enforced by the Genesee County Sheriff Department. **All live bands must stop at 11:00pm and amplified sound must be turned off by midnight**

By initialing, the CLIENT agrees to the terms stated above regarding music and or live bands at Birchview Outdoor Wedding and Event Center.

\_\_\_\_\_ (Int.).

**OPEN FLAME/CANDLES:**

There will be no open flame in the barn

By initialing the CLIENT agrees to the terms regarding open flames/candles at Birchview Outdoor Wedding and Event Center LLC

\_\_\_\_\_ (Int.)

**DECORATION:**

The use of staples, nails, tacks are prohibited unless permission is granted by Birchwood Outdoor Wedding and Event Center LLC.

By initialing the CLIENT agrees to the terms regarding the use of nails, tacks and staples at Birchwood Outdoor Wedding and Event Center LLC

\_\_\_\_\_ (Int.)

**PHOTOGRAPHY:**

Birchview Outdoor Wedding and Event Center is located on the grounds of Mueller's Orchard and Cider Mill LLC. The Orchard may be used for photography, however, it is a working farm and prior approval must be obtained through Birchview Outdoor Wedding and Event Center management.

**WAGON RIDES:**

Wagon rides for the wedding party are available upon request for an additional \$100.00. The wagon will take the bridal party around the orchard to stop and take pictures and return them to the wedding venue. Wagon rides are also available for guests at the rate of \$100 an hour.

*WAGON RIDE BRIDAL PARTY* \_\_\_\_\_ (Int.)

*WAGON RIDE RENTAL* \_\_\_\_\_ (Int.)

**EXTRA RENTALS AND OPTIONS:**

Two (2) galvanized steel water troughs for behind the bar, that may be rented for an additional \$35.00 each.

Side panels for the tent \$20.00each \_\_\_\_\_ (Int.)

Spray area for Mosquitos \$175.00 \_\_\_\_\_ (Int.)

Birchview Outdoor Wedding and Event Center LLC reserves the right to withhold any and or all of the deposit if the condition of the venue is left in such a manner that

excessive cleaning is needed to be done or there is damage to the venue buildings, structures, rented fixtures or grounds.

By initialing, the CLIENT agrees to the terms stated above regarding deposits, security deposit and payment.

\_\_\_\_\_ (Int.)

**CANCELLATION POLICY:**

In the unlikely event the CLIENT should cancel all deposits are nonrefundable. In the event of a cancellation, if Birchview Outdoor Wedding and Event Center LLC are able to rebook a comparable event on the scheduled date, all or a portion of the second deposit may be refunded.

Birchview Outdoor Wedding and Event Center LLC shall have the right to terminate this contract if the CLIENT fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also to apply.

The CLIENT shall not assign or sub-lease any terms, conditions, or services contained in this contract or any interest therein without the written consent of Birchview Outdoor Wedding and Event Center LLC.

By initialing the CLIENT agrees they have read and understand the cancellation policy.

\_\_\_\_\_ (Int.)

**RESPONSIBILITY AND SECURITY:**

Birchview Outdoor Wedding and Event Center LLC along with Mueller's' Orchard and Cider Mill LLC, does not accept any responsibility for damage to or loss of any article or property left at the Birchview Outdoor Wedding and Event Center LLC grounds prior to, during or after the event. The CLIENT agrees to be responsible for any damages done to the Birchview Outdoor Wedding and Event Center LLC by the CLIENT, CLIENT guests, invitees, employees or any other agent under the CLIENT'S control.

Further, Birchview Outdoor Wedding and Event Center LLC along with Mueller's Orchard and Cider Mill shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the CLIENT, or any of the CLIENT guests, invitees, employees or other agents from any accident or causality occasioned by the failure of the CLIENT to maintain the premises in a safe condition or arising from any other cause.

The CLIENT, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Birchview Outdoor Wedding and Event Center LLC and Mueller's Orchard and Cider Mill LLC for any such loss,



damage, or injury of the CLIENT, and hereby agrees to indemnify and hold Birchview Outdoor Wedding and Event Center LLC and Mueller's Orchard and Cider Mill LLC free and harmless from all liability for any such loss, damage, or injury to other persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

**CONTRACT SIGNATURES:** This contract constitutes the entire agreement between Birchview Outdoor Wedding and Event Center LLC and the CLIENT and becomes binding upon both parties when signed.

CLIENT Name:

Birchview Outdoor Wedding  
and Event Center

CLIENT Signature:

Signature:

Date:

Date: