



TUSCANY GARDEN RECEPTION CENTER

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<http://www.tuscanygardenroy.com>

Agreement of Terms:

DEFINITIONS

"Event" is the wedding, event, meeting, banquet, reception, etc.

"Center" "Venue" TUSCANY GARDEN RECEPTION CENTER

"Caterer" is the person or business providing food and beverage.

"Renter" is the person, corporation, entity, organization, or association contracting with the Center for the Event.

PAYMENT POLICY (Initial _____)

The Center will accept a local check, cash.

** Any returned checks or insufficient funds returns on transactions will be charged \$50.00 insufficient fund fee.

Half of the payment will made within 60 days of booking the venue. And the **final payment is due sixty (60) days prior to the Event**. The Center reserves the right to refuse the facility and/or to terminate any scheduled Event if the payment schedule outlined herein is not followed and No refunds will be due to the Renter in this event.

NOTE: Exceptions are made for some Renter's when contracts are secured in advance.

RENTAL OF SPACE (Initial _____)

RENTAL TERMS

A rental contract must be signed, all pages initialed and signed, as well as appropriate deposits submitted

EVENT DATES AND TIMES:

Type of function: _____

Date of function: Time of function: _____

Contact person: _____

Contact number: _____

Event Date: _____

Event Start and Event End Time: _____

Total number of guest: _____

Bride's information:

Name: _____

Address: _____

City State, Zip Code: _____

Phone Cell Phone: _____

Email: _____

Groom's Information:

Name: _____

Address: _____

City State Zip Code, _____

Phone Cell Phone: _____

Email, _____

Rental Fee _____

Terms of Payment: _____

NOTES: _____

Rental time begins when the Renter requires access to the room and ends once the Renter, all guests, and all items have vacated the property. The rental period begins atand ends aton the day of reservation. **If the Renter needs access to the Event center before or after said time period, unless prior agreements in writing are approved by the Center, the Renter will be charged a pro-rated \$150.00 per hour fee.** The ending time for any Event may not exceed 12 midnight, except on special occasions, i.e. New Year's Eve and special arrangements have been approved by Event Staff.

Accessing the facility earlier or staying later than the contract time without prior approval by the center will result in an additional charge of \$150.00 per hour.

Vendors Information :

Please provide below information of vendors below {DJ, Floral, Decorator, Cater, Food Server etc, (All kind of vendors use for event.)

PARKING (Initial _____)

The Center's allotted parking in the rear of building and also front east side of buildings at no charge to the Renter and their guests. Center is not responsible for theft, damage or any valuables left in vehicles on the Premises.

*No vehicles may be left overnight on the premises.

SETUP DECOR (Initial _____)

We only allow Scotch Brand Wall Mounting Tabs to be placed on the walls to hang posters, etc. If other products are used and cause damage to the wall the **Renter** agrees to pay to have the walls repaired.

Absolutely no nails, screws, tacks, duct tape or any other kind of adhesives or devices are allowed on the walls, wooden columns or staircase banisters.

*** some decorations are in the barn are permanent must not be changed.**

Any change must be in writing.

*** Damage fees are \$25 for each hole in the wall, wooden column or staircase banister.**

No items are allowed to be hung or attached to the ceiling or the entry hall beams No doors are to be removed from the frame or hinges. Only dripless candles or candles in approved containers may be used with approval from the **Center's** Coordinator. Open flame candles are not allowed UNLESS the floor immediately under the candles are covered in plastic or the candles are in a votive that totally encases the candle and flame. No bubble or smoke/fog machines are allowed to be on the premises.

Animals are not allowed on the premises, except by special arrangement.

Any "out of the ordinary" wedding day activities (i.e., dogs participating in the Ceremony, fireworks etc.) Must receive clearance in writing in advance from the **Center**.

BAR/ALCOHOL (Initial _____)

You may provide alcoholic beverages to your guests but under no circumstances are you allowed to sell said beverages in exchange for monetary value or services. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or do not have proof of being of the legal age. If you intend to serve Alcoholic beverages, the **Renter** is required to carry separate **Event** policy insurance. If the **Center** finds that alcohol is being used, served or consumed the **Renter** MUST put a stop to the alcoholic consumption immediately or the **Center** representative has the right to suspend the **Event** and all persons must leave the property immediately. No refunds will be due the Renter from the Center in this event.

- No alcoholic beverages will be served to anyone under the age of 21 years.
- Tuscany Garden reserves the right to refuse or stop alcoholic beverage service to any individual or group at any time. The facility is required to enforce liquor laws as regulated by the state of Utah.

*** If alcohol is consumed, used or served on the premises without Event policy insurance in place, the entire security deposit will be forfeited.**

**** A Center representative has the right during an Event to suspend the serving of alcoholic beverages should it appear to cause a disturbance or endanger property.**

FURNISHINGS (Initial _____)

Furnishings belonging to the Center are not to be removed from the Center's facility for any reason.

PUBLIC SAFETY (Initial _____)

Renter is prohibited from placing any items in corridors or blocking emergency exits.

*If, in the judgment of a representative of the Center, an Event becomes disruptive for whatever reason (i.e., excessive noise, risk of property or to safety) and, the Renter has not put a stop to the disruption after being asked to do so, the representative has the right to suspend the Event and all persons must leave the property immediately. No refunds will be due the renter from the Center.

Safety & Security (Initial _____)

- For the safety of the client, all guests and guests of the client are permitted to have access to the contracted use space. Any non-contracted spaces are off-limits at all times.
 - Tuscany Garden reserves the right to require the client, at client's expense, to hire additional security personnel for the event should the Center determine it would helpful to ensure safety and traffic control.
 - Any loss or damage to the facility caused by guests, associates and/or staff may result in a damage assessment fee.
 - Children must be supervised at all times and staffing may be required in designated areas.
 - Tuscany Garden exercises the right to inspect and control all guests, vendors and associates, including but not limited to monitoring noise levels.
 - Tuscany Garden prohibits the use of any illegal activity or actions deems inappropriate.
- Tuscany Garden will not be responsible for personal property, displays, exhibits, equipment or other items lost, stolen, or damaged in or around the Center.

TOBACCO PRODUCTS (Initial _____)

Smoking included E-vapor or the use of any tobacco products is **strictly prohibited** anywhere within the Center's facility. Smoking is only allowed in the designated area and is not allowed anywhere else on the property (including the fields, grassy areas). All cigarette butts must be properly disposed.

***Utah law prohibits smoking inside the barn.**

Restrictions

Tuscany Garden facility and grounds shall not be used for any unlawful purpose. The center reserves the right to refuse use of the facility and grounds to any organization or individual in the event that a program or its content does not comply with the center's policies and guidelines. Plans for facility use must be discussed and/or submitted by the user to the Center prior to contracting.

- The user must agree that it will not practice, advocate or permit discrimination or segregation based upon race, creed, color, sex, age, disability or national origin.

ENTERTAINMENT (Initial _____)

All entertainment must be approved prior to the Event and approval is at the discretion of the Center. Entertainment includes, but is not limited to bands and disc jockeys. Amplified music outside of the building is at the sole discretion of the Center and may be prohibited. Music and noise needs to be brought to a moderate level by 10 p.m. Though it may seem that the Center is isolated, it is surrounded by residential areas. Also it is necessary to keep the sound, especially bass, at a sensible level because it carries so well.

- Tuscany Garden reserves the right to inspect and control all private events, including the right to monitor and control noise levels.

Must provide the name and contact information of the DJ or band and sound technician (if there is one) you selected for your Event..

TAX (Initial _____)

All charges are subject to any Federal Sales Tax, Utah State Sales Tax, and Weber County and Roy City Sales Tax. .

CLEANUP (Initial _____)

Everything brought 'onto the property, including trash, debris, and empty bottles, must be removed by the end of the rental period. In the event that any trash, debris, empty bottles or bottle caps, cans or can tabs, cigarette butts, confetti, pools of liquid, etc. is left on site, a minimum of \$300.00 will be deducted from the security deposit. An area for trash is provided on the kitchen side of the Center, but all trash **MUST** be in trash bags. The premises must be vacated by 11:59 p.m. the day of the **Event (unless otherwise agreed in advance by the Center)** or a \$150'per hour fee will be taken out of the security deposit for each hour or part thereof for cleanup continuing after midnight. This includes all of the **Renter's** items, decorations, vendor's items, and all trash both inside and outside the **Center**. Any modification of this provision must be requested in writing or by email and confirmed in writing or email.

*** If Renter so chooses, the Center can provide cleaning services for an Additional fee.**

HEATING & COOLING (Initial _____)

Though TUSCANY GARDENS Event Center is heated and cooled, during periods of extreme temperature (less than 32°F or greater than 90°F) it can sometimes be Difficult to maintain the desired temperature in the Barn. Since the Barn is a huge Open space with multiple doors, it is important to have realistic expectations about Heating and cooling the barn. During the set up period of any event many Vendors/family members, etc. will be unloading items and bringing them into the Barn. Just like in your home, when the doors are opened frequently or left ajar for extended periods, the heating or cooling becomes less effective in that space. To help alleviate this possible problem, it is advisable to use-just one or two doors for entry into the Barn and to close them as soon as practical afterwards.

FACILITY CARE (Initial _____)

Birdseed and flower petals exclusively may be thrown in **Outside Areas Only**. No items, i.e. ice, birdseed, confetti, glitter, rose petals, cigarette butts or sparklers may be left/found outside the Center premises after the **Renter's** departure.

*** \$150 per hour clean-up fee may be charged and will be taken out of the security deposit for each hour or part thereof for clean up.**

All Chairs & Tables need to be placed back in storage room after event or will be charged \$1.50 per item.

DEPOSITS, REFUNDS AND CANCELLATIONS (Initial _____)

1. Reservations will be considered binding only upon receipt of a \$500 check as Security deposit, together with this signed contract.
2. The security deposit will be refunded to the person or entity who makes the Deposit unless instructed in writing otherwise, no later than thirty days after the Event, less late vacate fee, damage, cleanup, and late payment charges, if any.
3. In the event that any trash, debris, empty bottles or bottle caps, cans or can tabs, cigarette butts, confetti, pools of liquid, etc. is left on site, a minimum of \$150 will be deducted from the security deposit.

CANCELLATION: (Initial _____)

- * In the event of a cancellation, the \$500 security deposit is non-refundable at all times.
- *Tuscany Garden reserves the right at its sole discretion, to cancel events due to unforeseen and/or emergency and/or safety issues. Full deposit shall be returned within 30 days.
- *In some cases there may be a fee of \$500--\$1000 assessed at the sole discretion of the Venue.
- *Tuscany Garden also reserves the right to cancel a function in the event that there is failure to comply with our policies, and there will be no any refund of any deposits/fees/payments.
- * In order to provide the Center ample time to re-book the date, our cancellation policy stands as the following:
 - * If the Event is cancelled more than 6 months prior to the Event Date, all payments made, excluding the deposit, will be refunded.
 - * Cancellation made less than 6 months from the event date will not be refunded any portion of rental deposit or any payment made.
 - * Cancellation must be received in writing, and confirmed by the Center.

Any modification of this rental agreement must be put in writing and signed by Both the Renter and the Center.

CANCELLATION OF EVENT BY THE CENTER (Initial _____)

If the **Center** has to cancel Events due to below, The **Center** shall not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly from circumstances beyond its control. Such circumstances shall include, without limitation, acts of God, acts of civil war, civil commotion, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accidents, fires, water damages, floods, earthquakes, power outage, or other natural catastrophes, or any causes determined by the Center (in the exercise of fair discretion) to be beyond the reasonable control of the Center.

*** The Center is not responsible for any problems, delays, or cancellations due to weather, storm, power failure, road conditions, or other acts of God. In this case there is no any refund or prorate for time but The Center will make every effort to reschedule an Event, based on availability.**

INDEMNIFICATION & LIABILITY INSURANCE (Initial_____)

The Renter shall indemnify and hold the Center harmless from and against, Liabilities, claims, suits, damages, costs or expenses of any kind whatsoever for any Injuries, death, or illness suffered by any members of Renter's and any damage to Or loss of any equipment, materials, or other property of any member of Renter's which may be brought or made against them of which the Center must pay and Incur by reason of or in any manner resulting from the Renter's or the Renter's Vendors or guests' negligent performance of or failure to perform any of his/her Obligations under the terms this agreement.

LIABILITY AND INDEMNITY (Initial_____)

The Parties acknowledge and agree that this Article provides adequate notice that this agreement has provisions requiring one party to be responsible for the negligence, strict liability or other fault of the other party and its group.

The Parties agree that the indemnity and insurance obligations contained in this agreement are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa. The Parties expressly acknowledge that the indemnity obligations set forth in this agreement shall survive the termination of the agreement.

Damage and Liability (Initial_____)

Tuscany Garden and its agents and partners assume no responsibility for damages or loss of any merchandise or materials brought on the property at any time. The client is liable for all damages, expenses and losses including theft and property loss, caused by any person attending, or providing services connected with the client's use of the facility. Costs will be assessed and charged to the client and /or deducted from the Security Deposit. Replacement value may be used by the VENUE to determine the damage. Any loss or damage to the facilities caused by guests and/or staff hired by the client may result in additional damage fees.

CENTER (Initial_____)

Means the following entities and Persons individually and collectively: Center and Its Affiliates; Center's contractors and Subcontractors of any tier and each of their Respective Affiliates; and the agents, representatives, servants, directors, officers, Assigns, managers, members, shareholders, owners, employees, and invitees of all of the foregoing.

CATERING (Initial_____)

Food and Drink may be provided by a Caterer approved and registered with the Center. All Caterer's MUST register with the Center and sign an Indemnity and Hold Harmless Agreement and if licensed provide a current copy of license. Caterers are responsible for preparations and clean up to the specifications of Utah State Law regarding food preparations, storage and handling. The Center is not responsible for personal property and equipment brought onto the

property by the Caterer and/or his/her agents, employees or guests. The center can provide possible Caterers that are familiar with the premises and can be hired separately by the Renter.

Load-In/Out

Event load in/out should take place during the time specified in the Event License Agreement and be completed no later than the agreed upon time. Additional charges will be applied if the events load in/out takes place outside of the specified time. Specific areas will be designated for deliveries, unloading/loading, parking and event set up. Vendors of the event must arrange delivery time in advance of the event set up or they may be delayed due other scheduled activity.

RENTER (Initial _____)

Means the following entities and Persons individually and collectively: Renter; Renter's Affiliates; Renter's Other Contractors; Renter's co-venturers, co-owners, Partners, joint venturers, co-Renters, and the agents, representatives, servants, Directors, officers, assign managers, members, shareholders, owners, and business Invitees, guest, and employees of all of the foregoing.

The Center is not responsible for personal property and equipment brought onto the property by the Renter and/or his/her agents, employees or guests. The Renter agrees to the terms and conditions set forth in this agreement.

ENTIRE AGREEMENT (Initial _____)

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

ADMENDMENT

This Agreement may be modified or amended if 'the amendment is made in writing and is signed by both parties.

SERVERABILITY (Initial _____)

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT (Initial _____)

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of 'that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW (Initial _____)

This Agreement shall be governed by the laws of the State of Utah with proper venue being Weber County.

RENTERS or REPRESENTATIVE FOR THE RENTERS RECEIVED A COPY OF AGGREMENT (Initial _____)

SIGNATURES:

By signing below this agreement, The RENTERS or REPRESENTATIVE FOR THE RENTERS agrees to pay for any damage to the interior or exterior of the said property or its furnishings resulting from actions taken by renter, their guests, or by any person contracted by The RENTERS or REPRESENTATIVE FOR THE RENTERS for the event. The RENTERS or REPRESENTATIVE FOR THE RENTERS agrees to hold TUSCANY GARDENS EVENT CENTER, LLC and its employees OR AGENTS OF ANY KIND harmless, including court costs and attorney fees, in any legal action which may result from this event.

RENTERS or REPRESENTATIVE FOR THE RENTERS BELOW

Name(S) (Printed) _____

Signature Date: _____

TUSCANY GARDENS EVENT CENTER BELOW:

(Printed name of representative) : _____

Title: _____

Signature Date: _____

