

# Butterfly Pavilion & Garden Rental Agreement

Name: \_\_\_\_\_ Date of Event: \_\_\_\_/\_\_\_\_/\_\_\_\_

This contract for the rental of this venue is made the \_\_\_\_ day of the month of \_\_\_\_\_

in the year of \_\_\_\_\_ by and between David & Joan Folk, hereafter referred to as the "Owner",

and \_\_\_\_\_, hereafter referred to as the "Renter".

**Whereas**, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 9 Butterfly Lane, Nescopeck, PA 18635 and known as the Butterfly Pavilion and/or Garden

**Whereas**, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

## Pavilion and Garden Rental Options:

Three hours setup included with all options prior to event.

- |  |            |
|--|------------|
| 1. Saturday (Friday from 5:00 PM to Saturday 10:30 PM)<br>Alcohol permitted with an Insurance rider. | \$1,900.00 |
| 2. Sunday (Sunday from 8:00 AM to Sunday 9:00 PM)<br>Alcohol permitted with an Insurance rider.      | \$1,100.00 |
| 3. Monday to Thursday (5:00 PM to 9 PM)<br>Alcohol permitted with an Insurance rider.                | \$500.00   |
| 4. Friday (5:00 PM to 10:30 PM)<br>Alcohol permitted with an Insurance rider.                        | \$900.00   |

Pavilion and Garden Rental includes the private rental of the facility (Pavilion, gardens, and butterfly house (in season)). Alcohol is permitted with an insurance rider. Bar tending services provided (Fee applies).

**Now, therefore**, the parties agree to the following terms and conditions:

**EVENT DESCRIPTION / VENUE ACCESS:** The Renter shall have access to and use of the venue as specified in the option selected below, for the purpose of hosting the Renter's event. Owner shall provide to Renter all keys, access control codes, and other items necessary to give Renter such access no later than Wednesday of the same week.

**RENTAL COST:** The full rental fee for the use of the venue described as specified in the option selected below is due thirty (30) days prior to the event.

**TABLES:** Tables may not be removed from the pavilion. All tables need to be picked up to move within the pavilion, NO sliding of the tables.

**FASTENERS:** NO staples, thumbtacks, pushpins, nails, screws or duct tape may be used anywhere on the property without the Owners consent. Decorations, banners, ect may be fastened to any of the pre-installed hooks or to the poles. If you have a need to place something additional, please contact the owner for options.

**GLITTER/CONFETTI:** NO glitter or confetti either in balloons or spread on tables is permitted. All balloon pieces need to be cleaned up and placed in the proper trash.

**GLASS:** NO glass drink bottles are permitted. Glass centerpieces, plates or decorations are permitted. Alcohol bottles must remain behind the bar.

**NOISE:** Renter agrees to keep the noise levels to an acceptable level.

**CARTS:** Carts may be used to transport all supplies, food, ect. Carts must be returned to the pavilion when done with the event.

**PARKING:** Renter agrees to park in designated areas. Parking is available in the front lot with over-flow parking inside the gate. Parking assistance is available for a fee and must be pre-arranged.

**DEPOSIT:** The Renter shall pay to the Owner 10% non-refundable deposit that will be applied to the rental cost and \$250 for security deposit which will be returned to the Renter upon settlement, minus any charges for cleaning, lost or damaged keys or for actual damages done to the venue by Renter or his/her associates.

**EXPIRATION OF RENTAL PERIOD:** Within seven (7) days of the rental's expiration, Renter shall tender to Owner all keys and other access control devices in his/her possession.

**REMOVAL OF BELONGINGS:** Renter shall remove all personal property and other items that were not present in the venue when Renter took control of it.

**TRASH: WE RECYCLE!** Three types of containers are provided and are labeled for their content. Trash, Burnable and Recycling containers are to be used. If you choose not to properly sort the waste, the Renter is responsible for removing all non-sorted waste. If it is properly sorted, the Owner will dispose and recycle.

**TIME/FEES:** Renter understands the rental fee, rental time and additional fees. Renter agrees they will be charged for additional hour(s) if they do not abide by their agreement.

**CATERING/FOOD:** Only approved catering or food vendors may be utilized for this venue. Please see the attached list for the approved vendors. Outside vendors are charged \$2.00/plate. Vendors are still being added.

**ALCOHOL:** The customer must provide a rider on your home owners or renters insurance or a liability policy if you are serving alcohol. The policy must be in the renter's name and list David & Joan Folk and Folk's Butterfly Farm as the insured party. We provide all bar tending services. Fees apply.

**LIABILITY:** Renter will be liable for physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

**CANCELLATION:** Renter agrees notification of cancelation must be received by the owner in writing, ninety (90) days before the event. Deposit is non-refundable. If less than sixty (60) days, the base cost is payable to the owner.

**RETURN OF SECURITY DEPOSIT:** Upon Renter's completion of his/her obligations the Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue or cleaning of the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent within thirty days.

**DISPUTES:** Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

**FORMS:** This form is only valid if there is not a more recent revision.

# Options

6' Round Table 15 Avail. Number required \_\_\_\_\_ x \$.50 = \_\_\_\_\_

4' Round Table 2 Avail. Number required \_\_\_\_\_ x \$.50 = \_\_\_\_\_

30" x 96" Table 2 Avail. Number required \_\_\_\_\_ x \$.50 = \_\_\_\_\_

30" x 60" Table 2 Avail. Number required \_\_\_\_\_ x \$.50 = \_\_\_\_\_

Chairs 250 Avail. Number required \_\_\_\_\_ x \$.25 = \_\_\_\_\_

Podium \$15 = \_\_\_\_\_

Sound System \$80 = \_\_\_\_\_

Runner, Burlap 5' x 27' \$20 = \_\_\_\_\_

Archway, Black (you decorate to match your event) \$20 = \_\_\_\_\_

Sub-Total 1 \_\_\_\_\_ x 1.06 = \_\_\_\_\_ 1

Fire Pit Rental \$150 = \_\_\_\_\_

Bar Tending <100 \$100.00 > 100 \$160.00 \_\_\_\_\_

Parking Attendant (per hour) Full hours only \_\_\_\_\_ X \$30 \_\_\_\_\_

Sub-Total 2 \_\_\_\_\_ 2

Total 1 + 2 \_\_\_\_\_ 3

Your selections will be available for the event.

Addition or removal of items the  
day of the event is \$25.00

## COSTS

Pavilion & Garden Rental Cost from above	A	\$ _____
Total number in attendance (175 Max) _____ X \$1.00	B	\$ _____
Total number for outside catering _____ X \$2.00	C	\$ _____
Total from options above 3	D	\$ _____
Total A + B + C + D	E	\$ _____
10% Non-Refundable deposit E X 10%	F	\$ _____
\$250 Security Deposit	G	\$250.00
Total due at booking (10% + \$250.00 SD) F + G	H	\$ _____
Total due before event E - H	I	\$ _____

Date Balance is due \_\_\_\_/\_\_\_\_/\_\_\_\_

Option(s) selected:

Item #      Day                      Date

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Set up day \_\_\_\_\_ Start Time \_\_\_\_:\_\_\_\_

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, Date  _____	Owner's Signature, Date  _____
Printed Name	Printed Name
Address	9 Butterfly Lane
City, State, Zip Code	Nescopeck, PA 18635
E-mail	Info@folksbutterflyfarm.com
Phone #	570-394-7298

Rental is not confirmed until the deposit and security deposit is received and the form is signed by the Owner and returned to the Renter.

## **Approved Catering / Food Vendors**

Two Dippy Sisters

570-479-3820 or 570-394-7130  
Parties from 20 to 175

The Blind Pig

[sarah@blindpigkitchen.com](mailto:sarah@blindpigkitchen.com)

570-784-2656

More vendors are currently pending and will be added soon.

Helpful Providers

## **Linens, Place settings & more**

All Occasion Rental  
570-317-2512

## **Cakes**

Linda Hill

[hillshome2@icloud.com](mailto:hillshome2@icloud.com)

[www.lindalouscakesandcandies.com](http://www.lindalouscakesandcandies.com)

## **DJ**

D Lights & Sounds  
570-406-8866