

Butterfly Pavilion & Garden Rental Agreement

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) | \$1,900.00 |
| Alcohol permitted with a RAMP certified Bartender & Insurance rider. | |
| 2. Sunday (Sunday from 8:00 AM to Sunday 9:00 PM) | \$1,100.00 |
| Alcohol permitted with a RAMP certified Bartender & Insurance rider. | |
| 3. Monday to Thursday (5:00 PM to 9 PM) | \$500.00 |
| Alcohol permitted with a RAMP certified Bartender & Insurance rider. | |
| 4. Friday (5:00 PM to 10:30 PM) | \$800.00 |
| Alcohol permitted with a RAMP certified Bartender & Insurance rider. | |

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. Fire pit may be added for a fee.

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 seven days prior to the event.

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 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. All trash must be placed in proper receptacles (including recycled items)

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.

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.

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.

Tables and chairs (Your selection will be available for the event)

Addition or removal of chairs/tables the day of the event is \$25.00

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 \$10 = _____

Sound System (security deposit \$50.00) \$80 = _____

Total x Tax _____ x 1.06 = _____

Pavilion & Garden Rental Cost from above A \$ _____

Total number in attendance (175 Max) _____ X \$1.00 B \$ _____

Fire Pit Rental \$150.00 C \$ _____

Tables, Chairs, Lectern & Sound System including tax D \$ _____

Bar Tending <100 \$100.00 > 100 \$160.00 E \$ _____

Sub-Total A + B + C + D + E F \$ _____

\$50 Sound System Security Deposit G \$ _____

Total due F + G H \$ _____

10% Non-Refundable deposit H X 10% I \$ _____

\$250 Security Deposit J \$250.00

Total due at booking (10% + \$250.00 SD) I + J K \$ _____

Total due before event H - K L \$ _____

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

570-784-2656

sarah@blindpigkitchen.com

More vendors are currently pending and will be added soon.

Helpful Providers

Cakes

Linda Hill

hillshome2@icloud.com

www.lindalouscakesandcandies.com

DJ

D Lights & Sounds

570-406-8866