



CONTRACT



A haven full of promise, love, and memories.

Applicant Name: _____ Applicant Name: _____
Phone: _____ Phone: _____
Email: _____ Email: _____
Address: _____ Address: _____

This Service Agreement ("Agreement") is made and entered into by and between _____ ("Client") and CMJ Edwards Enterprise, LLC, d/ b/a Serenity's Barn ("Serenity's Barn"). Client and Serenity's Barn are collectively referred to as the "Parties".

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **VENUE.** Serenity's Barn, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grant to Client a license to use the property located at 20690 Bruce Rutherford Drive, Siloam Springs, Arkansas 72761 ("**Venue**") for the _____ ("**Event**")

to be held on _____, 20____ at _____ p.m./a.m.

For the purposes of clarity, Venue includes the barn, the grounds, and tables/chairs for two hundred fifty (250) people.

2. **DATE AND TIME.** Access to the Venue for the Event will commence at 8:00 a.m. on the date of the event and end at 11:00 p.m. Cleanup for the Event must be completed by midnight. If the Event is a wedding, Client shall also have use of the Venue for the following:

3. **PAYMENT SCHEDULE.** Event dates are reserved only when the deposit are paid and this Agreement is signed and submitted. All deposits and monies collected, except for the damage/ cleaning fee, are non-refundable. The fee amount shall be outlined in the attached Invoice, and the Payments are to be made according to the following schedule, and any late payments will incur a \$250.00 late fee:

- **Thirty percent (30%)** non-refundable deposit to be submitted with signed Agreement.

- **Forty percent (40%)** of the total cost is to be paid no later than six (6) months prior to the Event.
- The **remaining balance (30%)** is to be paid in full no later than forty-five (45) days prior to the date of the Event.

Please note that the fee does not include applicable sales tax. Sales tax shall be in addition to the fee. In addition, a refundable \$500.00 damage/cleaning deposit must be paid at this time. This deposit will be returned to Client minus any costs to repair and/ or clean the Venue, if any, after Serenity's Barn has performed an inspection, but no later than thirty (30) days after the Event.

4. CANCELLATIONS. Applicants must notify in writing of a cancellation.

DEPOSITS ARE NON-REFUNDABLE IF EVENT IS CANCELLED.

5. RETURN CHECK FEE. There will be a \$45.00 fee applied to all returned checks. If a check is returned, Event shall be removed from the calendar and all monies paid to date are considered forfeited.

6. RIGHT OF WITHDRAWAL. If for any reason Serenity's Barn is unable to fulfill its obligation under this Agreement through no fault of Client, all money paid to date will be returned to Client with no penalties or liabilities.

7. CLEANING. Client is responsible for leaving the Venue in the same condition as it was provided by the end of the rental period. The kitchen and bar areas should be free from food and beverages and wiped down. This includes removal of all decorations and/or property brought to the Venue, removing all food, drink, rentals, etc. that were brought in, and emptying all trash receptacle. Serenity's Barn is not responsible for any lost or stolen items. Client will be provided an "event completion" Checklist that must be completed and approved by Serenity's Barn before leaving. All, or a portion of the security deposit, will be withheld if the facility is not adequately cleaned or if damage occurs. A cleaning crew will be contracted to perform cleaning, such as mopping and cleaning of restrooms. If excessive cleaning of the Venue is required after the event, the security deposit may be forfeited, and Client will be billed at \$75.00 per hour.

8. ANIMALS. The presence of animals or pets on the premises is prohibited for all events. Droppings of any kind will result in charges that will incur for cleanup and disposal. Special exceptions will be made for any person needing assistance such as seeing eye dogs. Please consult with staff for any additional animal concessions.

9. HEATING AND AIR. If the Client is using Heat/AC units, they must be turned off when leaving the building for the day/evening and or at the end of the event. The doors are not to be left open while either unit is running. Failure to comply will result in an additional fee.

10. **DAMAGE.** Client is solely responsible for any damage done to the Venue by Client, its' customers, attendees, and/or vendors. Client will be billed for replacement and/or repair as determined by Serenity's Barn.

11. **PERSONAL ITEMS.** Serenity's Barn is not responsible for damages or loss of personal property of the Client or the Client's guest, invitees, family members, employees, independent contractors, or other agents, however caused whether such property is left, kept, stored or parked on the lot or event space. Client shall indemnify and hold Serenity's Barn harmless from any such damage or loss of property claims made by the Client or the Client's guests, invitees, family members, employees, independent contractors or other agents.

12. **INSURANCE.** Client agrees to obtain event insurance for the duration of the event. One insurance option can be found at <https://www.theeventhelper.com#mefeb2> This insurance option shall be sufficient to cover the anticipated number of guests, and list "CMJ Edwards Enterprise, LLC, d/b/a Serenity's Barn" as an additional insured. A Certificate of Insurance shall be furnished to Serenity's Barn no later than 30 days prior to the Event. Any costs incurred to Serenity's Barn that are not covered by, Client's Insurance Policy, planner insurance policy, caterer insurance policy, or beverage server insurance policy, shall be paid for by the Clients. Serenity's Barn will bill Client. Any payments shall be made payable within 14 days of invoice to Clients.

13. **DANCE FLOOR.** Dancing is allowed on the lawn only if a dance floor is rented and set up. Client must consult with Serenity's Barn prior to placement of any dance floor(s).

14. **MODEL RELEASE.** Serenity's Barn reserves the irrevocable and unrestricted right to display use, alter and to copyright any photographs taken at the Venue for advertising and marketing purposes, in any manner and medium including for use in social media. Serenity's Barn will ask for approval of images to be shared prior to use.

15. **PROHIBITED CONDUCT.** No smoking is permitted inside of the building. Smoking is only allowed within the outside designated smoking areas. Additional cleaning fees will apply to cigarette butts that are not thrown away in the proper receptacle. All cigarette butts left on the grounds must be removed by the Client as part of cleanup.

16. **PARKING.** Parking is only allowed in the designated parking lot unless otherwise pre-approved by Serenity's Barn.

17. **ALCOHOL POLICY.** As a private venue, Serenity's Barn does not hold a liquor license. Alcohol may be served but may not be sold at the Venue. All alcohol on the premises must be provided and served by a licensed and insured bartender that must be approved by Serenity's Barn in advance. No cash bars. Alcohol may only be served to individuals twenty-one (21) years of age and older. Client assumes all responsibility and holds Serenity's Barn harmless for all liability arising from the serving and consumption of alcoholic beverages at the Venue. If liquor is to be present at Venue, Client is to hire a security guard that shall be present at the

Venue from the time the alcohol begins to be served until it ceases to, with the security guard to be present for no less than four (4) hours. The security guard must be approved by Serenity's Barn. Serenity's Barn reserves the right to close the Venue due to unruly behavior.

18. **CATERERS.** All food must be prepared by, brought on premises, and served by Client or caterer that is designated by the Client. Client or their caterer shall coordinate with a Serenity's Barn representative two (2) days in advance in order to confirm catering staff arrival time. A minimum of one (1) catering staff is required to always be on duty during the catered event.

All caterers must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least thirty (30) days prior to the date of the event. All caterers must also have all necessary licenses and permits required by the state of Arkansas, Benton County Health Unit and any other regulatory entities. If the caterer fails to meet any of the requirements stated above, Client will be responsible for finding another caterer who can meet the above requirements before the event is to occur. Said caterer is to immediately provide the listed items above to Serenity's Barn. If no caterer can be found that satisfies the above described requirements before the event is to take place, Client remains liable for the terms of this contract.

19. **RENTALS.** Serenity's Barn will not receive and is not responsible for any deliveries arriving at Venue on behalf of Client. Client must be present to receive deliveries.

20. **DECORATIONS.** All decorations requiring a ladder or lift must be done by Serenity's Barn staff at a fee of \$75.00 per hour, or by a Serenity's Barn approved vendor holding liability. All decorations must be removed after the event. Push pins may be used but the use of nails, tape, staples, fireworks, or screws is prohibited. Covered candles may be used provided they are placed at the center of the table in the main atrium. The use of straw, hay, rice, birdseed and metallic confetti, glitter is prohibited. If there are any questions about what can be used, Client must consult with Serenity's Barn. Failure to consult appropriately may result in damages that may incur additional charges. The cost to clean and repair will come from the security deposit at a minimum of \$500.00. Decisions regarding decorations that will be installed by the staff of Serenity's Barn must be finalized no later than fourteen (14) days prior to the Event and cannot be changed after that date. All decorations must be removed no later than midnight of the day of the Event. No decorations shall be attached or affixed to any part of the buildings.

21. **MUSIC, HOURS OF OPERATION; NOISE REGULATIONS.** All music for the event must cease no later than 11pm. Furthermore, the Clients entertainment must always adhere to reasonable noise levels. The applicant represents and warrants that it is familiar with and shall comply with all (County) noise regulations. In the event the Client violates such hours of operations or County regulations, the Client may be required to immediately discontinue music. And any fines assessed by the county for noise violations shall be the sole responsibility of the Client.

22. **LIGHTING.** Lights can be used at the Client's discretion. All lights must be turned off when leaving the building for the day/evening and at the end of the rental period. In the event

additional lighting/decorations that is installed by Client results in an outage, Serenity's Barn will not replace it. Additional fees may be added to repair the outage.

23. **PROJECTORS.** If the client chooses to use the projectors, the slideshows or backgrounds must be emailed to serenitysbarn@gmail.com one week prior to the event.

24. **COURTESY.** Serenity's Barn reserves the right to request any person or group of people acting unruly and contrary to the terms of this Agreement to leave the event space. Assistance from law enforcement agencies may be summoned if the request is not immediately met.

25. **REHEARSAL.** You are allowed up to four hours for rehearsal if you invest in the two-day package. Rehearsal times are based on the venue availability.

26. **SPARKLERS.** Sparklers may be used for outdoor events only, with prior permission from Serenity's Barn, provided that they are only used on non-combustible surfaces and there is not an active burn ban in effect at the time of the Event. Client assumes any and all liability resulting from the use of sparklers in relation to damages done to the Venue, Client(s)' person, and all guests, invitees, licensees, agents, employees, and/or contractors.

27. **COMPLIANCE.** All persons associated with the Event shall comply with the terms of this Agreement, as well as all county, state, and federal laws and regulations. If a dispute arises as to the application and interpretation of this Agreement, Serenity's Barn's application and interpretation will apply. Failure to comply may result in cancellation or termination of Client's Event and/or the assessment of additional fees and charges.

28. **ACTS OF GOD.** Serenity's Barn is not responsible for floods, fire, power outages, natural disasters, acts of war, disease at the Serenity's Barn or in Northwest Arkansas, (examples or disease: SARS, Legionnaires, COVID-19), government regulation or advisory (including travel advisory warnings), terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, curtailment of transportation services or facilities which would materially effect attendees from attending the conference or other reasons that might prevent the use of the Venue. If such an occasion should occur, every attempt will be made to preserve the Event, however, at no time will Serenity's Barn assume responsibility for such disasters.

29. **WEATHER EVENTS.** If the event cannot take place because of a major weather event that results in both (a) closures of major roads within a 20-mile radius of the Venue and (b) no- travel advisements issued by the municipal or state government and affecting areas within a 20-mile radius of the Venue, Serenity's Barn may hold the deposit in full as a credit to be applied to a future event which must be held within 180 days of the original event date. Any future event scheduled under this paragraph must be the subject of a new agreement and must be scheduled in accordance with Serenity's Barn usual contracting practice. Serenity's Barn will make reasonable efforts to reschedule the event by offering available time slots to the Client.

30. INDEMNITY. Client agrees that Client, at all times, will indemnify, defend and hold harmless CMJ Edwards Enterprise, LLC dba Serenity's Barn owners , members, managers, employees and other agents from and against any and all liability, against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the Client's use of facilities, buildings, equipment or infrastructure under this Agreement involving an injury to a person or persons, whether bodily injury, contracting any illness or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are not caused by the gross negligence or other wrongdoing of Serenity's Barn, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Serenity's Barn or anyone for whose act as Serenity's Barn may be liable.

31. LIMITATION OF LIABILITY. SERENITY'S BARN ENTIRE LIABILITY TO CLIENT FOR ANY CLAIM, LOSS, DAMAGE OR INJURY ARISING UNDER OR RELATING TO THIS AGREEMENT OR SERENITY'S BARN PERFORMANCE HEREUNDER, INCLUDING NEGLIGENCE OF SERENITY'S BARN (COLLECTIVELY, "CLAIMS"), IS LIMITED TO A REFUND TO CLIENT OF THE FEE PAID HEREUNDER. IN THE UNLIKELY EVENT OF CIRCUMSTANCES ARISING WHICH ARE BEYOND THE CONTROL OF SERENITY'S BARN THAT WILL PREVENT SERENITY'S BARN FROM PERFORMING SERENITY'S BARN OBLIGATIONS HEREUNDER AS OUTLINED IN SECTION 29 OF THIS AGREEMENT, SERENITY'S BARN WILL **NOT** BE LIABLE FOR PERFORMANCE OF THE OBLIGATIONS UNDER THIS CONTRACT.

32. ATTORNEYS' FEES. Client shall pay all costs of collection, including reasonable attorney fees, if it becomes necessary for Serenity's Barn to employ an attorney to force Client to comply with any of the covenants, obligations, or conditions imposed by this Agreement. In the event of litigation between the parties, the prevailing party shall be entitled to its attorneys' fees and costs expended in that litigation.

33. ASSIGNMENT. Parties may not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written consent of the other party.

34. RIGHTS OF SUCCESSORS. Each and every provision of this Agreement shall bind and benefit the Parties and their respective permitted legal representatives, heirs, and successors.

35. AMENDMENT. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

36. APPLICABLE LAW. This Agreement is entered into in the State of Arkansas and shall be governed by and construed in accordance with the laws of the State of Arkansas. Exclusive jurisdiction and venue are hereby agreed to reside in the state and federal courts of Arkansas for purposes of resolving any breaches or disputes hereunder.

37. **DISPUTE RESOLUTION.** In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by the dispute.

38. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall be, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. If any court of competent jurisdiction, arbitration panel or other official finder of fact holds clause of this Agreement unconscionable, the clause in question shall be modified to eliminate the unconscionable element and, as so modified, the clause shall be binding on the Parties. The remaining provisions of this Agreement shall not be affected by the modification of any unconscionable clause.

39. **NON-WAIVER.** No delay or failure by a party in exercising any right under the terms of this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right.

40. **ARTICLE AND PARAGRAPH TITLES.** The Article Titles and the underlined Paragraph Titles have been inserted herein for convenience only, and shall not affect the meaning of the language of this Agreement.

41. **CONSTRUCTION.** Each party hereto acknowledges that such party has reviewed and negotiated this Agreement, and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party or similar rule shall be applied. This Agreement shall not be deemed to confer any benefit upon anyone other than the Parties hereto. Nothing in this Agreement or the performance hereof shall be deemed to create a partnership or joint venture between the Parties.

42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or conditions. No change, modification, amendment, or addition will be valid unless it is in writing and signed by the party against whom enforcement of any change, modification, amendment, or addition is assigned.

43. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together as shall constitute one agreement. To evidence the Parties agree to this Agreement, they have executed and delivered it on this, the _____ day of _____, 20____.

CLIENT(s):

Signature _____ Printed Name _____

Signature _____

Printed Name _____

SERENITY'S BARN:

Signature _____

Printed Name _____

Event Type _____

Package _____

Add Ons _____

Date(s) of Event _____ **Time of Event** _____

Approx # of guest attending _____

Alcohol-Yes or No Indoor/Outdoor/Both Event

Investment Total _____

Payment Schedule

30% = _____ is due with signed contract.

40% = _____ no later than _____ (6 month prior).

30% = _____ paid in full before _____ (45 days prior).