

# SOUTHERN CHARM

EVENT & WEDDING VENUE

## CONTRACT

This Agreement is made effective as of \_\_\_\_\_, by and between Westside Village, LLC, d.b.a. Southern Charm - Event & Wedding Venue (hereinafter "Southern Charm") and (names of clients)

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(hereinafter, collectively the "Client").

The Client represents that they desire to hold a special event from \_\_\_\_\_ until \_\_\_\_\_ (hereinafter the "event").

### 1) VENUE RENTAL FEES:

- a) A \_\_\_\_\_ deposit is due at the time of contract signatures. Such payment serves to hold the venue for the specified date of the event and is **nonrefundable**. After the event is completed and the building is cleaned and inspected, with no damage, and after all terms of the contract have been met, the deposit will be returned.
- b) The remaining \_\_\_\_\_ is due 2 months before the event date on \_\_\_\_\_ and is **nonrefundable**.
- c) Payments may be made via cash, check, or credit card.
- d) An additional fee of \$250 will be due on \_\_\_\_\_, if any alcohol will be present at the event.

2) DATE CHANGES: If the date or time of the event is changed, every reasonable effort will be made by Southern Charm to transfer reservation to support the modified date request. All change requests must be made in writing. The Client agrees that should the date or time of the event be changed, any expenses

including, but not limited to, deposits and nonrefundable, nontransferable fees are the sole responsibility of the Client. The Client further understands that last minute change(s) can impact the quality of the event and that Southern Charm is not responsible for any such compromises in quality or any other consequences arising out of such change(s).

3) CANCELLATIONS: We understand it is sometimes necessary to cancel a reservation. All cancellations must be made in writing. The Client is responsible for verifying that Southern Charm, through Jimmy or Gayle Biggs, have received the Client's cancellation letter. If the event is cancelled for any reason, all payments made to date are nonrefundable and all outstanding payments will be due immediately upon cancellation. Notwithstanding the foregoing, if written notice of cancellation is provided at least eight months prior to the date of the event, Southern Charm will keep the original deposit only. For safety, should hazardous weather occur, Southern Charm reserves the right to suspend event activities and mandate taking shelter until weather is no longer deemed a risk.

4) IMPORTANT: Southern Charm will NOT be held responsible for any lost or stolen items. Please, take any necessary precautions to protect yourself and your guests.

5) ACCOMMODATIONS: Client is responsible for damage to venue property arising out of the event.

The typical accommodations include:

- a) Catering Kitchen
- b) Men's and Women's restrooms (wheelchair accessible)
- c) Bridal Suite
- d) Groomsmen Suite
- e) Ceremony seating for 250 people
- f) Reception Tables and Chairs for 250 people
- g) Outdoor Ceremony Space
- h) Pavilion
- i) Patios

6) RULES AND REGULATIONS: The following is a list of rules and regulations to be upheld by Client, inclusive of event planners, wedding coordinators, vendors, and guests/invitees who are involved in the planning or execution of the event. Client is responsible for ensuring compliance with this contract and its rules, regulations, and policies.

- a) Parking: All vehicles associated in any way with the event must be parked within the parking area or drive. No vehicles shall be parked on any other lawn surface unless permission is granted in writing by the owner(s).
- b) Fire sources: Only flameless candles may be used. No actual flames are allowed. Every source of fire must be actively controlled and monitored throughout the event. Candles are NOT allowed. Open flames are prohibited in or upon the property. Client is responsible for any and all damage(s) caused by failure to heed this rule and/or any other source(s) of fire, and Southern Charm is released from liability for any such damage(s).
- c) NO HOLES are allowed in or upon the walls or ceilings. Command strips are recommended. Writing on the walls, ceilings, or any other fixed surface is prohibited.
- d) NO SMOKING is allowed unless written pre-approval from Southern Charm has been received.
- e) NO PETS are allowed in the building, unless they are a service animal for someone who is legally blind or a veteran requiring the assistance of a service animal.
- f) DO NOT move the antiques or furniture without making prior arrangements with the owners of Southern Charm.
- g) Kitchen is a catering kitchen only; minimal cooking is allowed on the property with use of microwave or stovetop for warming. Do not fry anything in the kitchen. When or if you use the oven, make sure it is turned off and cleaned after the event.

7) EVENT ENDING TIMES: In order to comply with ordinances and other regulations, and to permit orderly and timely cleanup and closure of the site, all events must end by 10:30pm on Friday and Saturday evenings. All events must end by 10:00pm on Sunday-Thursday evenings.

8) DECORATIONS:

- a) Decorations shall not be hung with tape, wire, nails or screws in or upon the barn, pavilion, or any other structure. All decorations must be removed and the area fully restored, without leaving any damage, before the ending time of the event (as identified in paragraph 7), unless written arrangements have been made between the Client and Southern Charm.

- b) The use of birdseed, sparklers, balloons, and bubbles is only permitted outside for wedding and reception farewells. Rice, confetti, glitter, and pyrotechnics are prohibited. Client is responsible for damage to property arising out of the event.
- c) Decorations that are not removed and retrieved as provided above shall become the property of Southern Charm. Client will be charged cleanup and/or store fee(s) for any decorations, trash, or other items which are not removed.
- d) Sparklers are not allowed on the property when alcohol is present. (No sparklers over 20 inches are allowed at any time.) Sparklers in use should be kept at least 50 feet from the building and other structures.

9) ALCOHOL/ILLEGAL SUBSTANCES: Southern Charm will not provide alcoholic beverage. Southern Charm does not make any profit from the sell of any alcoholic beverages. Client understands and agrees that, if the Client decides to serve alcoholic beverages, then all liability is assumed by the Client. Client agrees to assume liability for any damage, injury, or automobile accident that may occur.

- a) Only wine, beer, and champagne shall be permitted. Any and all drinks having an alcohol by volume percentage greater than 17% are prohibited. Alcohol may not be served or consumed by minors or anyone appearing to be intoxicated. Alcohol service and use shall end one hour before the ending time of the event (described in paragraph 7), and all alcohol must be removed and placed in a secure location for removal from the property at that time.
- b) Illegal substances are prohibited. Disruptive and disorderly conduct is prohibited and subject to immediate removal from the property and termination of the event without refund. Southern Charm is released from liability for any damage(s) occurring on or outside the property due to alcohol consumed at the event.
- c) Upon signing this agreement, Client agrees to indemnify and hold Southern Charm and all of its officers, agents, associates, and employees harmless from any and all claims, damages, expenses, or liabilities (including attorney's fees), including those arising or occurring offsite, which may arise or occur as a result of consumption of alcohol or any other intoxicating substances by the Client and/or the Client's guests/invitees. Client agrees to comply, and ensure compliance, with all applicable laws, ordinances, and regulations concerning the service and/or consumption of alcohol.

- d) Southern Charm requires that, at any event in which there is alcohol, a licensed bartender must be present to serve the alcohol and that a copy of his or her license be submitted to Southern Charm prior to the event.
  - e) Southern Charm requires that, at any event where alcohol is to be served, an off-duty policeman must be present. Please submit the name of the officer hired for the event to Southern Charm, along with proof of his/her credentials, prior to the event.
- 10) MUSIC: All music must end by 10:00pm for Sunday-Thursday events and 10:30pm for all Friday-Saturday events in order to comply with sound ordinances and avoid disruption.
- 11) SMOKING: Southern Charm is a non-smoking venue. Smoking is prohibited.
- 12) CHILDREN: All children under the age of 12 MUST be supervised at all times.
- 13) PHOTOGRAPHY: The venue uses live video and still photography to assist with promotion of the venue. Southern Charm reserves the right to use photos and videos taken at the venue for promotional purposes, and client consents to such usage. Boudoir and nude photography prohibited.
- 14) CLEANUP: Client must restore and return the venue to a condition as good or better than there condition it was in before the commencement of the event.
- a) All vendors, service contractors, and other users of the venue are responsible for the cleanup and removal of all equipment, food/drink, supplies, and trash before the ending time (described in paragraph 7).
  - b) Kitchen must be cleaned and kitchen floors must be swept and mopped before the ending time. This includes, without limitation, wiping clean all sinks, countertops, microwaves and warmers.
  - c) All trash must be removed or otherwise left in the designated disposal area. Food of any type should not be left in any area, disposal or otherwise.
  - d) All trash and other items must be removed from the Bride/Groom and the Bridal/Groomsmen suites and changing rooms before ending time.
  - e) Floors in changing rooms must be swept and mopped after the event.

15) GENERAL: This event venue is a part of Westside Village, LLC. This contract was drafted by Southern Charm for convenience only and shall not be construed in favor of either party. Client has read and understands the contract, has entered into willfully, and has full authority to enter into this binding contract. The contract shall be governed by Alabama law. Should litigation ensue, the prevailing party is entitled to recovery of attorney's fees. Unless stated otherwise herein, this contract contains the entire agreement of the parties and supersedes all prior and concurrent discussions and/or understandings.

16) FAILURE TO COMPLY WITH THE FOREGOING WILL BE SUBJECT TO LEGAL ACTION, FINES, AND FEES. TO THE FULLEST LEGAL EXTENT, SOUTHERN CHARM IS RELEASED FROM LIABILITY FOR INJURY, DEATH, OR DAMAGE ARISING OUT OF OR RELATING TO THE EVENT OR CLIENT'S USE OF VENUE. CLIENT MUST COMPLY WITH POLICY CHANGES ESTABLISHED AFTER CONTRACT DATE AND BEFORE THE EVENT COMMENCEMENT.

17) NOT RESPONSIBLE FOR ACTS OF GOD, natural disasters, war, and government actions, including but not limited to pandemics, epidemics, and other unforeseen events beyond our control.

SIGNATURES:

CLIENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

SOUTHERN CHARM:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_