



Wedding & Event Venue

2319 State Route 287 West Liberty, Ohio 43357
Phone: (937) 699-4137 Email: info@macocheecastle.com

VENUE RENTAL AGREEMENT

THIS VENUE RENTAL AGREEMENT (this "Agreement") is made and entered into by and between Castle Mac-O-Chee, LLC, an Ohio limited liability company ("Mac-O-Chee Castle"), and the customer ("Customer"), for the event (the "Event"), on the date (the "Event Date"), and for the number of Guests (as hereinafter defined), all as described below:

Customer Name: _____

Address: _____

Cell Number: _____ Work Number: _____ Email: _____

Event: _____

Event Date: _____

Estimated Guest Count (final guest count due 30 days prior to Event): _____

The parties hereby agree as follows:

1. Use of Premises. Mac-O-Chee Castle hereby grants Customer a temporary license to use the premises located at 2319 State Route 287, West Liberty, Ohio 43357 (the "Venue"), for the Event on the Event Date, subject to the terms and conditions of this Agreement. The Venue shall be used by Customer strictly for purposes of the Event, and for no other purposes. The date of this Agreement shall be the date Mac-O-Chee Castle executes this Agreement (the "Agreement Date").

2. Cost; Payment Schedule. For use of the Venue for the Event, Customer shall pay Mac-O-Chee Castle a total fee of \$_____ (the "Total Cost"), in the following installments:

- (a) \$2,000.00 upon the signing of this Agreement (the "Initial Payment"), which shall be non-refundable;
(b) 40% of the Total Cost no later than 8 calendar months prior to the Event Date;
(c) 50% of the Total Cost no later than 6 calendar months prior to the Event Date; and
(d) the remaining balance of the Total Cost no later than 3 calendar months prior to the Event Date.

If the due date for any installments have already passed on the Agreement Date, such installments shall be due, together with the Initial Payment, upon the signing of this Agreement. Customer shall make all payments by credit card or electronic transfer via Planning Pod. Customer shall pay a late fee of 5.00% for any installment not paid by the due date. If any installment is not paid within 7 days of the due date, Mac-O-Chee Castle shall have the right to terminate this Agreement and retain all amounts paid by Customer prior to termination as liquidated damages.

3. Required Insurance. Customer shall purchase and maintain, at Customer's expense, a policy of liability insurance in the amount of \$1,000,000.00 for the Event, which policy shall name Mac-O-Chee Castle as an additional insured and shall provide host alcohol coverage if applicable. Such insurance shall be with a provider, and contain terms and conditions, satisfactory to Mac-O-Chee Castle in its sole discretion. Customer shall provide proof of such insurance to Mac-O-Chee Castle upon execution of this Agreement.

4. Confirmation of Reservation. Customer's reservation of the Event Date for the Event shall not be final until all of the following shall have occurred ("Reservation Confirmation"): Customer and Mac-O-Chee Castle have executed this Agreement; Customer has paid all amounts due under Section 2; and, Customer has provided proof of insurance under Section 3. Mac-O-Chee Castle shall have no obligations under this Agreement, and Customer shall have no rights under this Agreement, prior to the occurrence of all such items.

5. Date Change; Cancellation.

(a) If, after Reservation Confirmation, Customer requests a change of Event Date, Mac-O-Chee Castle may, in its sole discretion, grant or refuse such request for any reason. Mac-O-Chee Castle reserves the right to charge additional fees, and to impose additional requirements, for agreeing to a change of the Event Date. In no event shall Mac-O-Chee Castle have any liability to Customer for agreeing to, or refusing a request for, a change of the Event Date.

(b) If a Customer cancels the Event, for any reason, the parties hereby agree to following, as liquidated damages:

(i) If Customer cancels the Event more than 1 year prior to the Event Date, Mac-O-Chee Castle shall retain 50% of the Initial Payment;

(ii) If Customer cancels the Event less than 1 year but more than 6 calendar months prior to the Event Date, Mac-O-Chee Castle shall retain the entire Initial Payment;

(iii) If Customer cancels the Event less than 6 calendar months but more than 3 calendar months prior to the Event Date, Mac-O-Chee Castle shall retain the entire Initial Payment together with 50% of all installments paid by Customer; and

(iv) If Customer cancels the Event less than 3 calendar months prior to the Event Date, Mac-O-Chee Castle shall retain the entire Initial Payment together with all installments paid by Customer.

Mac-O-Chee Castle shall have no express or implied duty to mitigate Customer's damages in the event Customer cancels the Event, and disclaims any implied duty regarding the same.

6. Number of Guests. For purposes of this Agreement, the term “Guest” shall mean any person attending the Event at Customer’s invitation, except for vendors engaged by Customer to provide goods or services for the Event. Without limiting the generality of the foregoing, if the Event is a wedding the term “Guest” specifically includes the wedding party. At least 30 days prior to the Event, Customer shall provide Mac-O-Chee Castle with a final guest count. If Customer fails to provide Mac-O-Chee with a final guest count at least 30 days prior to the Event, the estimated guest count on page 1 of this Agreement shall constitute the final guest count. Customer shall limit the number of Guests to the number of guests in the final guest count. Customer acknowledges that if the number of Guests exceeds 300 and the Event is being held in the Great Hall, there will be no space available for, and the Event shall not have, a dance floor or any tables except for tables at which Guests are seated. Without limiting the generality of the foregoing, if the number of Guests exceeds 300 there will be no DJ tables, food tables, cake tables, or gift tables. In no event shall Customer allow more than 350 Guests to attend the Event.

7. Hours of Use. Customer shall be permitted access to and use of the Venue on the Event Date between the hours of 10:00 a.m. and 11:00 p.m. (the “Rental Period”). Except as described in Section 12, all activities relating to the Event must be completed during the Rental Period, including, without limitation, set up and clean up by Customer and outside vendors. All references to time in this Agreement shall be Eastern Standard Time.

8. Permitted Areas. Customer shall be permitted use of, and access to, certain areas of the Venue for the Event, as follows:

(a) For purposes of this Agreement, the following definitions shall apply:

(i) “Castle” shall mean the historic three story stone structure.

(ii) “Manor House” shall mean the historic two story, vertically sided, wood and stone structure attached to the north side of the Castle.

(iii) “Great Hall” shall mean the newly constructed 8366 square foot event center.

(iv) “Courtyard” shall mean the patio in between the Castle/Manor House and the Great Hall. Unless the context dictates otherwise, references to the Courtyard shall include the pavilion, outside fireplace, water feature, stairs adjacent to the water feature, stairs adjacent to the rear of the Manor House, and the smoking patio.

(b) If the Event is a Wedding, Customer shall have use of, and access to, the Great Hall and Courtyard during the Rental Period; and access to, and use of, the Castle and Manor House as more particularly described in the Wedding Addendum.

(c) If the Event is not a wedding, Customer shall have use of, and access to, the Great Hall and Courtyard only, during the Rental Period. Unless otherwise agreed to in writing, if the Event is not a wedding, Customer shall not have access to the Castle or the Manor House at any time.

(d) All Customers shall have access to the parking areas and lawns at the Venue during the Rental Period.

9. Guest Tables/Chairs; Trash Removal During Event. Mac-O-Chee Castle shall provide, and prior to the Event set up, tables and chairs to provide seating for the number of Guests indicated on page one of this Agreement. Mac-O-Chee Castle shall use reasonable efforts to accommodate Customer's requested arrangement for such tables and chairs based on the number of Guests; provided, however, that Mac-O-Chee Castle's determination of the arrangement for the Event shall be final. At the conclusion of the Event Mac-O-Chee Castle shall wipe down, and take down or re-set, the tables and chairs. Customer shall insure that its vendors provide any tables, chairs, or other equipment necessary for the vendors' purposes. Without limiting the generality of the foregoing, Mac-O-Chee Castle shall have no obligation to provide tables for food service. Mac-O-Chee Castle shall empty trash containers during the Event as necessary.

10. Sound Equipment. Mac-O-Chee Castle shall provide an audio/visual system, including lapel microphones, roaming microphones, and speakers, for use during the Event. Customers or vendors needing additional equipment for the Event must furnish such equipment.

11. Customer Decorations. The Customer shall be permitted to decorate, at Customer's expense, the Venue in a manner suitable to the Event. All decor must be set up and removed during the Event Period. For avoidance of doubt, Customer may begin decorating at any time after 10 a.m. on the Event Date, and must have all decorations removed no later than 11:00 p.m. on the Event Date. Any decorations remaining at the Venue after the Event Period shall be deemed abandoned, and removed by Mac-O-Chee Castle at Customer's expense. Mac-O-Chee Castle reserves the right to prohibit the use of any particular item of decor for any reason.

12. Vendors. Customer is permitted to hire, at Customer's expense, one or more outside vendors to provide goods or services for the Event, as follows:

(a) Each food vendor must hold a valid food service license. The Customer may request, and Mac-O-Chee Castle may approve or reject such request in Mac-O-Chee Castle's sole discretion, that Customer be permitted to use an unlicensed food vendor. No Customer shall use an unlicensed food without executing the Unlicensed Food Service Vendor Addendum.

(b) Customer shall only use vendors approved by Mac-O-Chee Castle. Customer shall provide to Mac-O-Chee Castle the name, address, contact information, and goods or services to be provided by each proposed vendor, together with copies of a food service licenses for food vendors. Mac-O-Chee Castle reserves the right to request additional information from any proposed vendor. Mac-O-Chee Castle will notify Customer whether or not such vendor is approved or rejected, or if conditions are imposed on the approval. Mac-O-Chee Castle reserves the right to reject any proposed vendor for any reason.

(c) All vendors must be approved no later than 60 days prior to the Event.

(d) Except for the sound equipment described in Section 10, each vendor shall be solely responsible for, and must provide, all personnel, equipment, and other items necessary in connection with the goods or services such vendor is providing. Without limiting the generality of the foregoing, Mac-O-Chee Castle shall not be responsible for providing food service vendors with serving tables or equipment, servers, wait staff, or table bussers.

(e) Vendors are only permitted access to the Venue during the Rental Period. For avoidance of doubt, vendors may begin set up at the Venue any time after 10 a.m. on the Event Date, and must have all personnel, equipment, and other items removed from the Venue no later

than 11:00 p.m. on the Event Date.

(f) The Customer may request, and Mac-O-Chee Castle may approve or reject such request in Mac-O-Chee Castle's sole discretion, that a vendor be permitted to pick up items no later than 9:00 a.m. on the day after the Event Date.

(g) All vendors providing music, whether live or recorded, must stop playing no later than 10:00 p.m. on the Event Date. Vendors shall not play music at excessively loud volumes, and shall immediately comply with any request by Mac-O-Chee Castle personnel to decrease the volume.

(g) If the Customer engages a food vendor, the Customer shall instruct such vendor to provide any Mac-O-Chee Castle personnel working on-site during the Event with the same meal or food as provided to the Guests.

(h) All vendors providing photography or videography services must sign a license, in a form satisfactory to Mac-O-Chee Castle, permitting Mac-O-Chee Castle to use such vendor's photographs or videos of the Event for marketing purposes. Customer shall not be permitted to use any photography or videography vendor who has not executed such license.

(i) Without limiting the generality of Section 18 of this Agreement, the Customer assumes liability for, and will indemnify and hold Mac-O-Chee Castle harmless from and against, any Loss (as hereinafter defined) arising out of or related to a vendor.

(j) Customer shall be responsible to inform each vendor of, and ensure such vendor's compliance with, the provisions of this of this Agreement. Customer shall be strictly liable for any vendor's noncompliance.

13. Clean Up. At the conclusion of the Event, prior to the end of Rental Period, Customer shall put all trash into designated receptacles, take down all decorations, remove or dispose of any other items brought into or onto the Venue by the Customer, the Guests, or any vendor, and take all other actions necessary to restore the Venue to the same condition as it was at the beginning of the Rental Period. If Customer fails to perform any actions required by this Section 13, Mac-O-Chee Castle shall perform such actions at Customer's expense.

14. Vehicles. All vehicles, whether belonging to the Customer, or to Guests or vendors, shall be removed from the Venue prior to the end of Rental Period. The Customer may request, and Mac-O-Chee Castle may approve or reject such request in Mac-O-Chee Castle's sole discretion, that one or more vehicles be permitted to remain at the Venue overnight. If approved, any such vehicle shall be removed no later than 9:00 a.m. on the day after the Event Date. Any vehicle remaining at the Venue without Mac-O-Chee Castle's approval after the Event Period, or an approved vehicle not removed by 9:00 a.m. on the day after the Event Date, will be towed at owner's expense.

15. General Conduct. Customer shall be responsible for the conduct of the Guests and Customer's vendors at all times during the Event Period. The Customer shall not permit, and shall immediately cease or cause to be ceased, conduct at the Event which, in the sole discretion of Mac-O-Chee Castle, creates an unreasonable disturbance at the Venue or to the surrounding community; or which creates, in the sole discretion of Mac-O-Chee Castle, a risk of injury to person or property; or which is unlawful under any applicable statute, ordinance, or regulation. If Customer fails to immediately cease or cause to be ceased any such conduct upon the request of Mac-O-Chee Castle, Mac-O-Chee Castle may terminate the Event, retain all amounts paid under this Agreement, and pursue all other remedies at law or

equity. Customer acknowledges that smoking or vaping of any substance is prohibited in all indoor spaces at the Venue, and is only permitted outside in designated areas. Customer shall be responsible for any damage to or destruction of the Venue caused by the intentional, unintentional, or negligent acts of Customer, a Guest, or any of Customer's vendors.

16. Losses, Damages, Injuries. Mac-O-Chee Castle shall have no liability for loss, theft, damage, or destruction of any personal property of Customer, Guests, or vendors. Mac-O-Chee Castle shall have no liability for death or bodily injury to Customer, Guests, or vendors.

17. Security Cameras. Customer acknowledges that exterior and interior public areas of the Venue are monitored security cameras at all times, including during the Event. The security cameras record only video, not audio. Non-public areas, including restrooms and changing rooms, are not monitored by security cameras. Customer consents to the use of such security cameras.

18. Indemnity. Customer shall indemnify and hold Mac-O-Chee Castle harmless from and against all losses, liabilities, claims, actions, damages, demands, causes of action, costs or expenses of any kind or nature whatsoever, whether known or unknown, including attorney fees (whether incurred before or at trial, or in appellate or bankruptcy proceedings) which Mac-O-Chee Castle incurs, directly or indirectly, relating to or arising out, this Agreement (each, a "Loss"), specifically including, without limitation, any Loss from Customer's breach of this Agreement.

19. Force Majeure. Mac-O-Chee Castle shall not be liable for any failure to perform under this Agreement to the extent such failure is caused by an act of God, fire, flood, earthquake, war, riot, terrorism, sabotage, pandemic, labor disputes or shortages, government actions, interruptions or degradations in telecommunications, computer, network or electronic communications systems, data breach, cyber-attacks, ransomware, or any other circumstances beyond the reasonable control of the Mac-O-Chee Castle. In the event of a force majeure event, Mac-O-Chee Castle will notify the Customer and be excused from performance under this Agreement. Upon receipt of such notice, Customer may, in Customer's discretion, either reschedule the Event (subject to availability) without penalty, or terminate this Agreement and receive a full refund of all amounts paid hereunder.

20. Governing Law; Venue. This Agreement shall be governed by Ohio law. Any action or judicial proceeding involving this Agreement may be brought only in the courts of Logan County, Ohio.

21. Waiver. A waiver by Mac-O-Chee Castle of any default under this Agreement shall not constitute a waiver of any other default. Forbearance or omission by Mac-O-Chee Castle in enforcing any of its remedies upon Lessee's breach shall not constitute a waiver of any of its remedies.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23. Addendums; Rules & Conditions for Usage. Any addendum to this Agreement signed by the parties hereto (whether signed on or after the Agreement Date) is hereby incorporated by reference into this Agreement. The Agreement Date shall not be altered by an addendum executed and delivered after the Agreement Date. Customer acknowledges receipt of a document titled "Rules & Conditions for Usage," which is hereby incorporated by reference into this Agreement. Customer acknowledges that such document may be modified from time to time after the Agreement Date, and agrees that such modifications shall be incorporated by reference into this Agreement. Customer agrees that the terms in the version of such document in effect on the Event Date shall control.

24. Entire Agreement. This Agreement (including documents incorporated by reference) constitutes the entire agreement between Mac-O-Chee Castle and Customer with respect to the subject matter hereof. This Agreement supersedes any and all previous negotiations and communications, oral or written, between the parties with respect to this Agreement. There are no representations or warranties, express or implied, between Mac-O-Chee Castle and Customer with respect to the subject matter hereof except as set forth herein.

[Signature page follows]

“Mac-O-Chee Castle”

CASTLE MAC-O-CHEE, LLC

By: _____

Its: _____

Date: _____

“Customer”

Customer Signature

Print Name

Date

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