

## **Policies and Information about hosting an event at Tate Farms**

### **Facility Rental Deposit**

A facility rental deposit in the amount of ½ (50%) the total cost of the facility(ies) reserved must be paid by check or credit card at the time of signing the contract in order to hold the requested date. The deposit is applied towards the total facility rental. The facility rental deposit is **NON REFUNDABLE** after 3 business days and will be held by Tate Farms for rebooking within one year should client cancel after the third business day. If the event is not rescheduled within one year, all monies are forfeited by client. If Tate Farms cancels due to severe and/or inclement weather or due to conditions beyond its control, the facility rental deposit will be returned. Facilities **ARE NOT** reserved until the deposit is received.

A final guest count must be provided 2 weeks prior to your event, along with the remaining ½ (50%) payment of the facility(ies) fee. This is the minimum guest count for which the client will be charged. Once the final count is given, the number cannot be reduced.

### **Security Damage Deposit**

A security/damage deposit in the amount of \$300.00 for the rental of the entertainment barn and/or pavilion and \$50.00 for the rental of any picnic area is due 30 days prior to the clients scheduled event. Security damage deposits must be paid by a separate check and may not be charged.

This damage deposit will be refunded within ten days after the event if Tate Farms has not incurred property or equipment damage and the client and their guest's follows the facility rental policies. Should damage or missing items be determined, the repair costs will be deducted from this deposit and the remaining balance, if any, refunded. If the cost to repair is greater than the security damage deposit, the client shall be responsible for the remaining balance.

Any damages to furniture, fixtures, walls, floors, ceilings, doors, mirrors, tabletops or other property of Tate Farms shall be the sole-responsibility of the client.

The client shall be responsible for the action and property of its guests and vendors at all times. To protect the property at Tate Farms, we reserve the right to ask the client and/or their guests to vacate the premises immediately should the conduct of the client and/or guests threaten the property.

### **Catering Deposit**

All catering by Tate Farms requires a deposit of ½ (50%) total catering contract upon booking, and must be separate from the deposit required for parties and special events. This deposit is applied toward the total catering cost. The deposit is **NON REFUNDABLE** unless Tate Farms cancels the event due to inclement/severe weather or conditions beyond its control. If the customer cancels there will not be any reimbursement of the deposit. The customer must confirm the number of meals needed no later than 9 business days prior to the event. The confirmed order number may not be reduced after your final confirmation, and may not be increased over 5% after that time.

All catering events will include a 20% service fee.

Sales tax of 5.5% will be added to all catering events, unless you are tax exempt. A letter must be provided prior to your event verifying your tax status.

### **Security**

Tate Farms requires one licensed security person to be present at any event with attendance of 200 or more people. This fee will be charged at the going rate for licensed security personnel and added to the clients invoice.

### **Kitchen Rental**

If Tate Farms does not cater the client's event, the kitchen may be rented for a fee of \$300.00. All outside caterers must supply proof of approval by the Madison County Health department as a licensed caterer and a copy of their business license one month prior to any kitchen usage. Tate Farms will provide complimentary ice for events using an outside caterer, providing we do not have any conflicting activities scheduled with your event, but any other use of the kitchen in any form will require the client to pay the rental fee.

### **Food Service**

Food safety, being of the highest priority, dictates Tate Farms follows the regulations and guidelines stipulated by the Madison County Health department when providing food for events. Therefore, we cannot compromise the safety of the client and/or their guests by "left over" food being out of our control and not safely held. Tate Farms does not allow food to be taken from catered events and we do not package leftover perishable foods. We appreciate your cooperation.

All the food prepared by Tate Farms for catered events will be provided for a one hour time period during the scheduled event. After that time, for the health and safety of our guests, all food will be returned to the kitchen.

The Madison County Health Department does not allow outside food and beverages to be stored, refrigerated or kept in the freezer of Tate Farms for health and safety reasons.

All catered events by Tate Farms will have a 20% service fee. Gratuities are not included and are left to the discretion of the client.

As required by law, all food service has a 5.5% tax added to the invoice. Tax exempt clients must provide a copy of their tax exempt status one month prior to their event to avoid paying the required Alabama and Madison County taxes.

### **Service Fee**

All catered events by Tate Farms will have a 20% service fee. Gratuities are not included and are left to the discretion of the client.

### **Taxes**

As required by law, all food service has a 5.5% tax added to the invoice. Tax exempt clients must provide a copy of their tax exempt status one month prior to their event to avoid paying the required Alabama and Madison County taxes.

### **Cancellation Policy**

We want your experience with us to be an enjoyable one. The majority of our activities are located outside. Therefore, Tate Farms reserves the right to cancel all scheduled activities due to inclement weather or conditions beyond its control. If the event is cancelled due to inclement weather or conditions beyond the control of Tate Farms, we will make every effort to reschedule your event within one year. If the event is not scheduled within one year, all monies are forfeited by client. Should a client cancel after 3 business days from contract signing and receipt of deposit(s), and not reschedule within one year from date of original booking, the client forfeits any money(ies) paid to Tate Farms.

In case of sprinkles or light rain, we will continue our activities as planned, so please come prepared. Heavy rain at the farm will most likely result in cancellation or postponement of your event.

We **DO NOT** cancel our parties due to cold weather. Dress appropriately to enjoy your party.

### **Risks**

Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. The client assumes the risk of participating in this agritourism activity. The client agrees to hold Tate Farms, its officers and all employees harmless from any claim, damages, injury or loss due to the client's and their guest's participation in the agritourism activity.

### **Insurance**

Should the client book additional vendors for catering, games, activities, music, etc., these vendors must provide a certificate of insurance and a copy of their business license one-month prior to scheduled event.

### **Restrictions**

The client and their guests will be restricted to the designated area(s) of the facility that have been reserved for your function. The client should note that areas not reserved may continue to have activities in progress. If the client is reserving a "buy out", then no other activities other than normal day to day farm work will be permitted in their designated event area(s).

### **Music**

Please advise musicians they must contact Tate Farms for instructions on entering the farm and/or any buildings for electrical and staging requirements prior to the event. The client agrees to maintain all music at a volume that allows for normal conversation inside the facility provided. Music volume will be strictly monitored and if requests to maintain volume as requested are not heeded, the music will be terminated immediately.

### **Smoking**

Tate Farms is a non-smoking facility. Smoking is not permitted anywhere except in the parking lot in the personal vehicles of the client and their guests. Should smoking occur within the entertainment barn, a charge will be assessed to the client for the appropriate restoration of the surroundings and any lost revenue from areas deemed to be non-rentable as a result of smoke contamination until such time as they can be properly cleaned and deodorized. The minimum charge will be seventy-five (\$75) dollars.

### **Alcohol**

Tate Farms does not allow alcoholic beverages at any time. Anyone bringing alcohol onto the premises or consuming alcohol will be asked to leave the immediately. In addition, anyone appearing to be intoxicated will be asked to leave Tate Farms.

### **Parking**

Parking will be allowed in designated areas only. Tate Farms assumes no responsibility or liability for damage to vehicles or loss of personal property.

### **Animals**

For the safety of all guests, no pets except for registered service animals.

### **Vendors**

All vendors must contact Tate Farms at least two weeks in advance of their scheduled event for instructions about delivery, setup and cleanup.

**Refusal of Service**

Tate Farms reserves the right to refuse service at its discretion. Should one or more individuals on the premises prove to be a distraction or a threat to other guests or staff, Tate Farms reserves the right to have them removed from the premises. Any charges and/or payments due or deposits received for services provided and/or to be provided to such removed individuals will NOT be waived. Profanity may also be reason for removal.

**Miscellaneous**

Items not belonging to Tate Farms must be removed the same day as the scheduled event. Tate Farms is not responsible for loss or damage to personal property belonging to the client, their guests or vendors.

Tate Farms does not allow anything taped to the ceilings to the entertainment barn. Anything taped to the walls must be removed at the conclusion of the event. All tape must be removed. Permission from Tate Farms is required prior to placing any signs, banners, or helium balloons anywhere on Tate Farms property(ies). Nor do we allow anything to be stapled to the barn siding, pavilion posts or any structure. Duct tape is not allowed.

The client is to inform their guests that they are to arrive no earlier than 30 minutes prior to the event.

The client shall be responsible for all actions and inaction's of its guests, agents, caterers, or any third-party present at Tate Farms. Clients agree to unconditionally indemnify and hold harmless Tate Farms, its shareholders, directors, employees, principals and agents from any liability incurred and/or claims made by any acts, directly or indirectly, of client, its guests, agents, caterer or other third-parties, related in anyway to the rental of Tate Farms.

**Media**

Clients will be asked to sign a media release form when booking their event at Tate Farms. This gives Tate Farms the right to use any images of events at Tate Farms in our advertising media.

**Late Payment**

All events must be paid in full at the conclusion of the event, unless prior arrangements have been made. Clients making prior arrangements to delay payment and if the payment is not received within that time frame, the client will be charged interest at a rate of 20% daily on the outstanding balance until final payment is received.