



FACILITY USE AGREEMENT | WEDDINGS & RECEPTIONS

This contract defines the terms and conditions under which Harmony Springs Center, (hereinafter referred to as Harmony Springs), and user agree to the use of Harmony Springs facilities. This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Harmony Springs and the User.

User Information

Name(s) _____

Event Type: ___ Ceremony ___ Reception Number of Guests _____

Address _____

Phone Number(s) _____

Email Address _____

Facility Usage Fee _____

The venue/s described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue/s.

Rental Deposit and Payment Agreement

The total facility usage fee for use of Harmony Springs Center and its facilities described in this contract is listed above. To reserve services on the date/s requested, Harmony Springs requires this contract be signed by user(s) and an initial payment of \$500 be deposited. A second payment of fifty percent (50%) of the balance is due six months prior to the event date. Payment of the remaining balance of the rental fee is due thirty (30) days in advance of the event. Deposits and payments will be made by credit card, cash or personal check (made payable to HARMONY SPRINGS) on the schedule noted below.

Scheduled Payment Amount Date Due:

Initial Rental Deposit \$500 received on _____ (with Signed Contract)

Second Rental Payment \$ _____ due on _____

Remaining Balance \$ _____ due on _____

All checks should be made payable to: HARMONY SPRINGS Please return signed rental agreement, all attachments and initial deposit to: Harmony Springs P.O. Box 428 Uniontown, Ohio 44685. They can be delivered in person during office hours to 3891 S Arlington Rd Uniontown, OH 44685. Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your deposit.

GENERAL GUIDELINES AND REQUIREMENTS

1. For purposes of this Agreement, any reference to facilities includes reference to any property of the Owner, including furniture and equipment.
2. User is required to abide by all Owner guidelines, requirements, and other restrictions regarding usage of the facility.

TERMS AND CONDITIONS

1. User agrees that it will not use the facility for any unlawful purpose and will obey all laws, rules, regulations of all governmental authorities while using the above-described facility.
2. User agrees that it will not use the facility for any purpose that is contrary to the mission of the Owner.
3. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use.
4. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances, exits or restrooms, the surrounding areas, for User's purpose, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
5. In the event of damage to Owner's facility, those using any Owner's facility shall accept the amount of repair and replacement costs as estimated or otherwise determined by the Owner or its designee and shall pay the Owner for such repair and replacement costs upon demand.
6. Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control ("Force Majeure"), including without limitation, acts of God, terrorism, war, fire, explosion, flood, civil disobedience or riot, adverse weather conditions, governmental action/regulations or labor difficulties.
7. This Agreement is non-exclusive. Nothing herein prevents either party from ushering into similar agreements with other entities either prior to the event or at any time thereafter.
8. Both parties claim independence from one another and act as separate entities, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.
9. Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.
10. In the event any provision or portion of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision or portion of provision and will not affect or render invalid or unenforceable any other provision of this Agreement.
11. This Agreement sets forth the entire agreement and understanding between the parties pertaining to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties.

User represents and warrants that it has read and fully understands all guidelines, requirements, restrictions, and other provisions set forth in the Facility Use Agreement, requests usage of Owner's facilities as indicated above, and accepts, agrees to, and will in all respects fully and timely comply with the Facility Use Agreement.

DATE CHANGE AND CANCELLATION POLICY

1. Changes: In the unlikely event the user is required to change the date of the event, every effort will be made by Harmony Springs to transfer reservations to support the new date. The user agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of user. The user further understands that last minute changes can impact the quality of the event and that Harmony Springs is not responsible for these compromises in quality.
2. Cancellation: In the event user cancels the event, user shall notify Harmony Springs immediately in writing or by email. Once cancelled, the user shall forfeit to Harmony Springs as liquidated damages the full amount of deposit.

CONDITIONS of USE

User's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise

at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Rental Space must be returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. User is responsible for the removal of all decorations and trash from the property or placed in a dumpster provided on site.

EVENT SET-UP LIMITATIONS

All property belonging to user, user's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the user need earlier access for set-up purposes, this must be arranged with Harmony Springs prior to the event. The user is ultimately responsible for property belonging to the user's invitees, guests, agents and sub-contractors.

Rental items must be scheduled for pick-up no later than _____.

Alcohol service must stop no later than 11:00 PM (or maximum of 5-hours if occurring sooner). Music (DJ or live music) must stop no later than 11:00 PM. All guests must be off Harmony Springs premises no later than midnight the day of the event (except clean-up crew, with all clean-up to be done by 1:00 am).

SITE VENDORS Caterers: Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines. All event trash must be disposed of in the designated areas at the conclusion of the event. All vendors must adhere to the terms of our guidelines, and it is the user's responsibility to share these guidelines with them.

WEDDING CEREMONIES user is responsible for providing ceremony officiate, ceremony music and DJ.

WEDDING REHEARSAL Rehearsals may be held on-site. The date and time is to be coordinated with and approved by Harmony Springs.

RESPONSIBILITY AND SECURITY Harmony Springs does not accept any responsibility for damage to or loss.

INSURANCE Harmony Springs shall carry liability and other insurance in such dollar amount as deemed necessary by Harmony Springs to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by user shall carry liability and other necessary insurance to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Harmony Springs which shall be named as an additional insured for the duration of this Contract.

CLEAN-UP User shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to user, user's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. Should the user need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event. Harmony Springs is not responsible for any property left behind by user, user's guests, invitees, agents and sub-contractors. The user is responsible for any and all damages to Harmony Springs and surround site. It is the user's responsibility to remove all decorations and return Venue to the condition in which it was received.

ALCOHOLIC BEVERAGES Harmony Springs will not pickup or sell any alcoholic beverages – It is understood and agreed that the user may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc, by way of example) hereinafter call "Alcohol", upon the following terms and conditions: User shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.

User hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.

User hereby expressly grants to Harmony Spring, at Harmony Springs sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the Harmony Springs representative

in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.

User hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at user's function or event.

RESERVATION PROCESS A rental contract must be signed, as well as appropriate deposits submitted in order to confirm utilization of Harmony Springs Venue. The Rules and Conditions for usage are incorporated herein and are made a part hereof.

_____ (user) _____ (date)

_____ (user) _____ (date)

_____ (Harmony Springs Representative) _____ (date)

Rehearsal Date _____ Rehearsal Time _____

Wedding Date _____ Wedding Time _____

Wedding Location _____

Reception Location _____ Reception Time _____

Officiate _____

Caterer _____

Music (Live/DJ) _____

Other _____

Event Notes:

OFFICE USE

_____ \$500 DEPOSIT _____ METHOD OF PAYMENT _____ SIGNED AGREEMENT

_____ 2nd PAYMENT (1/2 OF REMAINING BALANCE – 6 MONTHS PRIOR) _____ METHOD OF PAYMENT

_____ REMAINING BALANCE DUE 30 DAYS PRIOR _____ METHOD OF PAYMENT