

## McCoy Farm & Gardens Rules and Regulations

### **Rental Fees**

A check for 50% of the Rental Fee is required to secure the Event date. The final balance is due, in full, 60 days prior to the Event, along with a refundable Damage Deposit, either \$250 for a smaller Event or \$500 for a larger Event, to be determined by McCoy Farm & Gardens (MFG).

The following charges apply for use of areas of the Property:

\$150 per hour for house and surrounding grounds

\$100 per hour for pavilion and surrounding grounds

\$150 per hour for tented-only Events and surrounding grounds

\$50 per hour for portion of grounds without buildings

\$250 per hour for house, pavilion and surrounding grounds (total Property Event, excluding any areas affected by construction/hazard)

The minimum rental is two hours. Clubs, churches, and other nonprofit organizations usually receive a discount. Renters must vacate the property by 11 p.m.

At least one representative of MFG will need to be present at an Event. The number will depend on the time, size and length of the Event. Minimum number of representatives required: for 1-50 guests, one representative; 51-200 guests, two representatives; 201-300 Guests, three representatives.

Representatives are not Event coordinators but are Property managers, responsible for opening and closing the buildings and gates and available for any questions or concerns during an Event.

Please note that the grounds are open to the public on Saturdays and Sundays from 10 a. m. to 5 p. m. The public hours are subject to change with the seasons. When a specified area of the Property is rented, MFG will make every effort to effectively communicate Renter's private use of such area. The trail is open to visitors during daylight hours, seven days a week.

Groups of 25 or more using the Property during public hours should contact MFG for permission and to make arrangements.

For every 10 minors at an Event, there must be one adult present. There are potential dangers associated with the historic buildings, grounds, trails, streams, and other aspects of the Property. There are areas marked no access. Children must be kept under close adult supervision at all times.

### **Cancellation**

If a Renter cancels a reservation at least 60 days prior to the scheduled Event, the Renter shall receive a 50% refund of fees paid. If a Renter cancels a reservation less than 60 days prior to the Event, there is no refund.

### **Caterers and Vendors**

MFG does not restrict caterers or vendors. The Renter may choose any caterer or cater an Event itself. MFG does require the caterer to visit the Property before the Event. It is suggested that the Renter be present on this visit.

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Cooking from scratch is not allowed. Our appliances include a freezer, microwaves and refrigerator. No chocolate fountains or punch fountains may be used in the house or pavilion. Beverage stations should be set up on porches, out of doors, or over tile - preferably other than where there are wooden floors. Sterno-type warmers are acceptable in designated areas, as long as the area is supervised. Radiant heaters may be used, except in the house, but must be approved by MFG.

### **Cleanup**

MFG is a self-service facility. All setup and cleanup must be done by the Renter or its crew. **Please be sure to include time for setup, cleanup and breakdown in rental hours.** Overages in hours and failure to cleanup can result in loss of damage deposit. Overage hours are charged at double rate.

Cleanup Specifics:

- all trash picked up and put in dumpsters, including bathroom trash,
- garbage cans rinsed out,
- ice poured out on grass, not on shrubs or gardens,
- tile floors mopped if needed, other floors swept or vacuumed,
- incidental spills cleaned up,
- all equipment and personal items removed, and
- counters, sinks, toilets, refrigerator and microwaves cleaned.

### **Capacity**

Capacity depends on how an Event is planned.

Capacity for the house for a formal seated Event is about 60 to 65. Capacity for a buffet-style, walk-around Event, with seating in various rooms and on the porch is about 97.

Capacity for the pavilion for a formal seated Event is about 90 to 96. Capacity for a buffet-style, walk-around Event is about 135.

Use of the grounds around the buildings in good weather allows for larger groups.

### **Weddings and Rehearsals**

MFG has a lovely upstairs room and bath for a dressing room for bridal parties. For weddings, there is a package price which includes use of tables and chairs and extended set-up time. This price varies with the size of the wedding.

Rehearsals may be scheduled during the times the Property is open to the public at no charge. MFG provides one complimentary hour for rehearsals during these times. If other times are desired, the rental fees will be incurred.

### **Grounds and Garden Areas**

MFG volunteers work hard to provide an attractive, clean, well-maintained area for Events. Renters must leave any rented area as they find it. Any damage to the Property (including grounds and gardens) caused by the Renter or the Renter's guests and invitees at the Event will be the responsibility of the Renter. Renters are not to walk through or step inside the planted garden areas but should stay on the grass, drive, or walkways. Close adult supervision of children, especially in the garden areas, is required.

Appearance of the grounds changes continually. MFG cannot guarantee that the grounds will have the same appearance at the time of the Event as when originally viewed by the Renter.

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**Vehicles are not permitted on the grass**, with the exception of handicap vehicles as specified, unless prior arrangements are made.

The grounds are extensive; the buildings are historic; and there are many natural features such as rocks, uneven ground, streams, bridges, flora and fauna, including poison ivy, which require attention when moving around. Visitors assume the risk of such hazards and must use care during their visit.

**Please note that the Property is a Non-Smoking Property**

**Parking**

Due to the limited parking on the Property, off-site parking arrangements are required for Events of 75 or more vehicles. Renter will need to arrange transportation or Valet services to the Property. MFG may assist with arrangements.

A gravel parking lot is located off of Taft Highway, and that entrance and parking lot should be used unless prior arrangements are made.

**Restrooms**

The house has one small downstairs restroom and one upstairs restroom, and the pavilion has one restroom. In addition, there is one handicapped-accessible portable restroom in the parking lot. Construction has begun on three additional restrooms which will be located in the downstairs of the Carriage House. (Estimated completion date: August, 2017.) The Renter can arrange for additional portable restrooms to be placed in areas designated by MFG. It is highly recommended that for Events exceeding 100 guests, additional portable restrooms be secured by the Renter, depending on the length of the event and the area(s) rented.

**Decorations**

Due to the delicate nature and age of the Property, MFG asks that visitors and Renters help us to preserve the Property for the next guests and the community. All decorating plans that involve wire, and floral attachments **must** receive prior approval from MFG. Existing hooks or hangers may be used. No staples, paints, nails, tacks, glue guns, glitter, confetti, or tape may be used. Any items or decorations that require any type of staking into the turf must also have prior approval.

At wedding receptions, guests will be allowed to blow bubbles or throw lavender at the couple. Birdseed, wildflower seed, fireworks, rice, confetti, potpourri, party string, glitter and floating decorations such as helium balloons are not allowed. Real rose petals are acceptable, but must be removed from indoors prior to the end of the rental or the Renter will incur the cost of cleanup. Sparklers may be used only outdoors, and residue must be cleaned up.

**Photography**

Photography for personal use is permitted. Professional photographers will be charged an annual \$50 fee to MFG for an unlimited number of sessions of family, group and individual portrait shots. Any more extensive photo shoots will require another arrangement. No Professional photography fee is required if photos are taken in conjunction with an Event on the Property.

Professional scheduling is by appointment only and subject to Property availability. The fee will be for the calendar year. Photography sessions are out of doors unless special arrangements are made for

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indoor photography. Professional photographers are required to have photographer's liability insurance.

Photographers may not interfere with a scheduled event or with the regular use of the Property by other visitors for an unreasonably long time and should respect the activities of other visitors, volunteers and contractors. No furniture, plants and the like may be moved for photographic purposes without the permission of MFG.

**Tables and Chairs**

MFG has indoor/outdoor white tops with black legs, 6 foot, rectangular tables and sturdy matching chairs for rent to accommodate groups up to 130 people. Tables are \$5 each and chairs are \$1 each.

**Tents and Dance Floor**

Tents and dance floors are acceptable but must have prior approval by MFG for location, setup and removal. It is important that the least amount of damage possible be done to the grounds.

**Weather**

MFG will not refund money due to inclement weather. MFG strongly recommends rental tents for any portion of an Event that is to take place outdoors. Tents must be secured by the Renter.

**Pets**

Pets are allowed only on a leash. Pets are not allowed inside the house or pavilion or other structures. Please clean up after pets.

**Music**

Live or pre-recorded music is welcome. Please note that we do have a limited number of outlets as well as voltage. It is recommended that this be communicated to the music vendor and that they contact MFG to discuss power strips, voltage, and extension cords.

Music must cease by 10:00 p. m. At no time during the Event, should the music be too loud. The MFG representative will be aware of the appropriate volume and will have the final say as to volume of music.

**Alcoholic Beverages**

Use of alcoholic beverages on the Property is generally prohibited except where specific arrangements have been made **in advance**.

Use of alcoholic beverages on the Property is allowed, as follows.

(a) A Renter must secure a special event liability insurance policy with \$1,000,000 limits for each occurrence, with the Town of Walden and McCoy Farm & Gardens listed as additional insureds. Proof of insurance shall be provided to the Town Recorder at least seven (7) days before any Event in which alcohol is served.

(b) All state laws pertaining to the serving of alcohol, including beer and wine, must be strictly followed. Alcohol may not be served to any person under the age of 21.

(c) Alcoholic beverages may not be **sold** unless:

(i) for wine and alcohol in excess of eight percent (8%) , a special occasion alcohol permit is obtained from the State of Tennessee Alcoholic Beverage Commission and/or,

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(ii) for beer (not more than 8% alcohol), a special occasion beer permit is obtained from the Town of Walden.

“Sold” means *any* money changing hands at an event, including the acceptance of donations at a fundraiser. These permits are available only to non-profits and qualified political organizations.

Note that the permitting process takes several weeks, so adequate time must be allowed to obtain the permits.

(d) The serving, possession or consumption of alcohol, including beer and wine, on the Property may be ordered discontinued at any time at the discretion of an MFG Representative, Town authorities or the Hamilton County Sheriff’s Department. Such discretion may be exercised in the case of inappropriate behavior, exposure to liability due to excessive drinking, intoxication of individuals, underage drinking, damage to property or injury to individuals, and other such activities and may result in the closing of the bar and the discontinuance of the serving, possession or consumption of alcohol, including beer and wine.

### **Fires**

The kindling of any fire is allowed only as follows.

(a) Fires are allowable in designated camping and picnic areas when the fire is confined in a fireplace/fire ring provided for the use of visitors, or grills, or in other locations specifically marked by MFG; or

(b) Fires are allowable in an industry-approved portable fireplace, and in stoves or lanterns using gasoline, propane, butane gas or similar fuels.

(c) Fires must be kindled in such a manner that no tree, shrub, grass, or other inflammable or combustible matter will be set on fire or caused to be set on fire.

(d) When no longer needed, the fire shall be completely extinguished. Leaving a fire unattended is prohibited.

(e) Throwing or dropping a lighted cigarette, cigar, pipe heel, match or other burning material is prohibited.

(f) The gathering of wood for use as fuel in campgrounds or picnic areas shall be limited to dead material on the ground. To avoid the spread of pests and diseases, no material should be brought to the Property that originated from outside a fifty mile radius of the Property.

### **Candles**

The use of candles is allowed as follows.

(a) Candles may not be used in the house, pavilion or any other structure.

(b) Outdoors, candles and/or open flame devices must be under constant supervision, and not unattended while burning. An approved fire extinguisher shall be immediately available in the area and a person will be present who has been trained in its use, serving as a fire watch. Candles and/or open flame devices shall be lit only during the Event. Flames will be immediately extinguished at the conclusion of the Event. Candles and/or open flame devices must be kept in stationary, securely supported non-combustible holders. No candle or open flame device shall be placed in a polystyrene holder or decoration. Candles and/or open flame devices must not be placed on windowsills or other areas that are unstable; or, where they could come into contact with curtains or other hanging objects. Readily combustible materials, including draperies and curtains, must be secured at least three (3) feet from an open flame.

(7-5-2017)

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