

McCoy Farm and Gardens Event Contract

Date of Event: _____

Time of use: _____ until: _____

(Please include time for setup and cleanup.)

(1) Please provide contact information for the Renter and/or person to contact for all communications from McCoy Farm and Gardens (MFG).

Name: _____

Address: _____

Phone(s): _____ Email: _____

(2) Please provide a detailed description of the Event: _____

Approximate number of persons attending: _____

Area to be rented (e.g. House, Pavilion, portion of Grounds): _____

Will Alcoholic Beverages be available at the Event? Yes _____ No _____

If "Yes," then Liquor Liability Coverage must be included as part of the required Renter's insurance.

(3) Rental Fee: _____ x 1/2 = Portion of Rental paid on reservation: _____

Balance Due: _____ + Damage Deposit: _____ = Final Payment: _____
(Use separate check for damage deposit)

Date Final Payment due: _____

(50% Refund of fees paid until this date. No refund after this date)

_____ I give McCoy Farm and Gardens permission to photograph my Event for MFG publicity.

Please attach check payable to:
McCoy Farm and Gardens
Mail to: P.O. Box 443, Signal Mountain, TN 37377

McCoy Farm and Gardens Event Contract (continued)

This Contract is between _____, herein called "Renter," and McCoy Farm and Gardens, a Tennessee nonprofit corporation, herein called "MFG."

TERMS AND CONDITIONS

1. Rental of Property. Renter agrees to rent a specified area of the property located at 1715 Anderson Pike known as the "McCoy Property," herein called "the Property," for an event, herein called "the Event." The rental shall be as described on the preceding summary page, and in these Terms and Conditions. In addition, Renter understands and agrees to abide by the McCoy Farm and Gardens Rules and Regulations, which are attached hereto and are incorporated into this Contract.

2. Communication of Rental. The Property is owned by the Town of Walden, herein called "Town," and is leased to MFG. The Property is open to the public during certain hours as a park. A walking trail encircles the Property, and the trail is open 7 days a week during daylight hours. When a specified area of the Property is rented, MFG will make every effort to effectively communicate Renter's private use of such area.

3. Town Approval. If MFG approves the proposed use, as described in the signed Contract, then MFG will promptly communicate the Event to the Town, which will have seven (7) days to object to the proposed use. The Town may object to a use only if the use would result in conditions detrimental to the health, safety and welfare of the public or would not be in keeping with the purposes of the lease between MFG and the Town.

- 4. The Rental** includes the following:
- a. the use of the specified area of the Property for the specified hours,
 - b. the use of the gravel parking lot,
 - c. the use of the handicapped-accessible portable restroom in the parking lot and the half bath in either the house or pavilion if either building is rented,
 - d. firewood and the use of the fire pit, if requested, and
 - e. a 1-hour consultation/walk-through with a McCoy volunteer and at least one representative of MFG present at the Event.

5. General Regulations. All activities relating to the Event shall comply with all applicable laws, ordinances, rules and regulations of the Town, the State of Tennessee and the United States Government.

6. Damages and Loss. Renter hereby agrees to indemnify, defend, and hold harmless MFG, the Town, and their respective employees, agents, representatives, contractors, directors, officers, volunteers and elected officials from any claim, demand, liability, judgment, loss, cost, attorneys' fees, damage, injury, or cause of action by Renter or any guest, invitee, agent, vendor, or contractor of Renter arising out of Renter's use of the Property before, during or after the Event.

Renter acknowledges that Renter is responsible for all damage to structures, gardens or

grounds related to the Event. The damage deposit will be applied against any and all damage to the Property, including loss, during Renter's use or against insufficient cleanup or any other deficiency found by MFG during inspection following Renter's use. MFG agrees to return the damage deposit within 2 weeks after inspection if there is no damage.

7. **Certificate of Insurance.** If Renter is serving alcohol to guests, at least one week prior to the Event, Renter must supply to MFG a Certificate of Insurance that names McCoy Farm and Gardens and the Town of Walden as additional insureds for the Event. Policies are available at www.ebi-ins.com/tulip, but Renter may obtain insurance through any appropriate insurer. Renter specifically acknowledges that it understands the alcohol policy in the MFG Rules and Regulations.

8. **Storage.** MFG is not responsible for the protection or storage of items brought onto the Property for an Event.

9. **Entirety of Contract.** This Contract (including the McCoy Farm and Gardens Rules and Regulations) represents the entire understanding between the parties related to the matters herein and supersedes any and all other writings, understandings, communications, negotiations, or other agreements, whether written or verbal, between the parties hereto. The Contract may not be modified unless done so in a written amendment or addendum signed by all parties hereto.

10. **Severability.** If any provision of this Contract should be ruled or determined to be invalid or unenforceable by a court or proceeding of competent jurisdiction, the remainder of this Contract shall be considered to be valid and in effect to the fullest extent permitted by law.

11. **Governing Law.** This Contract shall be enforced and construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Event Contract as of the ____ day of _____, _____.

MCCOY FARM AND GARDENS

RENTER: _____

By:

By:

Title: _____

Title (if

any): _____