



JUDY TREE FARM

Judy Tree Farm
5060 Old Maysville Road
Mount Sterling, KY 41041
(859) 585-6637
judytreefarm@gmail.com

EVENT VENUE RENTAL AGREEMENT

This agreement is entered into as of _____, _____ between _____ (“Client”) of _____ and Judy Tree Farm and Kenney & Jennifer Gulley (hereafter referred to as “The Farm”) at 5060 Old Maysville Road, Mount Sterling, KY. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Agreement (“Rental Agreement”).

Our policies assure proper maintenance so that all Clients will be able to use and enjoy the property. We require strict adherence to these terms and conditions.

1. DATES/TIMES OF PERMITTED USE.

- a. The Farm, hereby grants Client a license to Judy Tree Farm (“The Farm”) for the purpose of _____ (“Event”) to be held on _____, _____. Access to The Farm will commence at _____ on the date of the Event and will end at _____ (“Access Period”). Any set-up and tear-down must occur during this defined period. If tear-down and removal of non-Farm equipment is not completed by the end of the Access Period, the Client will be responsible for additional rental time.
- b. Access for Client, Client’s guests, visitors, clients, participants, vendors, contractors, or anyone under Client otherwise (herein “Client’s Guests), is only allowed during the Access Period. Any other gatherings on The Farm Property is not allowed without express permission from The Farm.

2. EVENT SIZE.

- a. Client estimates that the following number of Guests will attend the Event:
 1-5 6-10 11-20
- b. Any Event with over 20 guests will need express permission from The Farm.

3. RENTAL FEE.

- a. The rental fee for this Event based on the date and Access Period and estimated number of guests is \$_____ “Rental Fee”.

4. THE FARM VENUE/THE FARM DÉCOR.

- a. The Farm Venue Rental includes the area around the barn and lawns surrounding the barn and parking areas, for the Access Period. This also includes access to the tree fields. Clients will also have the use of any décor items located inside the described area, including signage, props, etc. Inside of the barn is prohibited.

Note: The Farm will NOT assist Client with set-up/tear-down of non-Farm Décor.

5. SET-UP/TEAR-DOWN OF FARM VENUE.

- a. Client is responsible for cleaning grounds after use to include but not to limited to trash removal, and any other tasks required to ensure Venue is returned to clean and working order.

- b. Client must remove all non-Farm Décor items from the The Farm during the Access Period; this includes items brought by Client's vendors and guests. If all items are not removed, Client will be responsible for Additional Event Time and Pickup/Delivery Fees for each day these items remain on the property.

6. PAYMENT.

- a. Payment should be made in full before accessing the Venue. All payments must be paid in the form of Cash, Credit Card, or Venmo (@judytreefarm).
- b. The full non-refundable rental fee for the use of the Venue described above shall be \$_____.
- c. The Client shall pay to the Venue Owner the sum of the non-refundable rental fee listed above, no later than the rental start time listed herein.
- d. In the event that Client fails to pay the balance due within the time period agreed upon in this contract, The Farm reserves the right to cancel this agreement immediately.
- e. Client will be liable for any physical damages, legal actions, or loss of reputation or business opportunities that Venue Owner may incur as a consequence of the actions of Client or any of Client's associate, guests while Client is in control of the Venue, and shall indemnify and hold harmless the Venue Owner against any and all legal actions which may arise from Client's use of the Venue.

7. CANCELLATION/RESCHEDULE POLICY.

- a. The Farm's cancellation and rescheduling policy is as follows:
 - i. Cancellation – All cancellations should be made 24 hours prior to the rental start time listed herein.
 - ii. Reschedule – The Farm will do it's best to accommodate any rescheduling requests. Please contact The Farm as soon as possible in the event you need to reschedule and to inquire about future availability.
- b. NOTE: Any Client that establishes a pattern of cancellation or rescheduling may be banned from future rental considerations.

8. NATURAL DISASTER/SEVERE INCLEMENT WEATHER.

- a. In the event of severely inclement weather that renders The Farm to be unsuitable for the Event (as determined by the Farm), Client will be notified of Event cancellation, and this contract will be considered dissolved. Any and all rental fees paid to The Farm prior to this will be refunded in full for a cancellation under this section.

9. GRANT OF RIGHTS.

- a. Venue Owner hereby irrevocably grants and releases to Client and their licensees and assigns the following:
 - i. The right to photograph, film, video and otherwise without any limitation visually and audio-visually record the venue in any digital formats and also record Venue in connection with the development, promotion, advertisement, publication, distribution and disclosure of the Event.
 - ii. The right to use such recordings of the Venue exclusively and without restriction throughout the universe and forever, for the development, promotion, advertisement, distribution and disclosure of the Event.
 - iii. The right to use, license, advertise, publish, disclose and distribute in any form or type of media, including without limitation to newspapers, brochures, radio, television, print, internet, blogs and videos, social media websites and other digital mediums, so long as such use and disclosure rights are

exercised by Client, in connection with or related to the development, promotion, advertisement, publication, distribution and disclosure of the Event (the "Use and Disclosure Rights").

- iv. The Use and Disclosure Rights shall include the rights to edit, dub, add to, subtract from or modify the Venue in any manner and to combine it with other venue and actor's personal materials in connection with or related to the development, promotion, advertisement, publication, distribution and disclosure of the Event.
- v. Client is permitted, but not required, to exercise and utilize the Use and Disclosure Rights in any manner whatsoever, provided such exercise and use is reasonably related to, or in connection with, the development, advertisement, publicity, promotion, distribution, and disclosure of the Event. Client is permitted, but not required, to include The Farm's name and likeness as a credit in connection with the Use and Disclosure Rights.
- vi. Venue Owner releases Client, and his licensees, assigns and successors from any claims that may arise regarding the Use and Disclosure Rights granted under this Agreement, including without limitation, claims for defamation, false-light, invasion of privacy, or infringement upon moral rights, rights of publicity, or copyright.
- vii. The Farm reserves the right to take photographs at the Event and The Farm reserves the right to use these photos for promotional purposes. It is understood by the Client, and Client's Guests, that attendance at an Event at The Farm includes permission to use their images in such materials.

10. ASSUMPTION OF RISK.

- a. Client acknowledges and understands that hosting events at the Venue involves certain inherent risks. These risks may include, but are not limited to, accidents, injuries, property damage, or other unforeseen events. Events at the Venue entail outdoor activities, the presence of animals, uneven terrain, and the use of various facilities and equipment, all of which carry inherent risks. Additionally, weather conditions, natural elements, and the behavior of event participants and guests can be unpredictable and contribute to the potential for accidents and injuries. Client is fully aware that these risks exist and am voluntarily choosing to proceed with the event(s) at The Farm with this knowledge.
- b. Client understands it is their responsibility to take all necessary precautions to minimize these risks, including proper supervision, safety measures, and adherence to all applicable laws, regulations, and Judy Tree Farm Usage Rules (Exhibit A), for the Client, and Client's Guests. Client acknowledges they are assuming these inherent risks associated with hosting events at The Farm and that The Farm is not liable for any injuries, losses, or damages that may result from these inherent risks.

CLIENT'S INITIALS: _____

11. PROHIBITED ACCESS TO POND.

- a. Client acknowledges and fully understands that, for safety and liability reasons, as the Client, and Client Guests, are expressly prohibited from approaching, entering, or engaging in any activities near the pond located on The Farm premises. The pond area poses significant risks, including but not limited to drowning, slippery banks, water depth variations, submerged objects, and the potential presence of wildlife.
- b. The Farm has imposed the following Safety Measures and Responsibilities to ensure a safe experience for all guests:

- i. **NO ENTRY.** It is strictly forbidden for anyone to enter the water of the pond, regardless of the purpose or intention. This prohibition extends to swimming, wading, boating, or any other form of water-related activity.
 - ii. **BARRIERS AND SIGNAGE.** The Farm will take reasonable steps to mark and secure the pond area with appropriate barriers, warning signs, and visual cues to indicate the prohibited zone. It is the responsibility of the Client to ensure that Client's Guests, are informed of these safety measures and strictly adhere to them.
 - iii. **SUPERVISION.** The Client must designate a responsible individual(s) or staff members to monitor the area around the pond and ensure compliance with this prohibition. Adequate supervision is vital to maintain a safe environment during the event.
 - iv. **LIABILITY WAIVER APPLIES.** Client understands that the prohibition on pond access is a critical safety measure, and any violation of this prohibition may result in injuries, accidents, or even loss of life. By initialing this section, Client acknowledges that I release the Farm for any liability of injuries, losses, or damages that may result from non-compliance with this prohibition.
- c. The Farm emphasizes the importance of adhering to this prohibition to maintain a safe and enjoyable event for all participants and guests. By initialing this section, I, as the Client, also agree to assuming full responsibility for ensuring that all Client's Guests, are informed of this prohibition, and Client will take all necessary measures to enforce compliance.

CLIENT'S INITIALS: _____

12. IMMEDIATE TERMINATION OF EVENT.

- a. Client understands and acknowledges that Judy Tree Farm reserves the right to immediately terminate any event hosted on the premises if it is determined that the Client, or Client's Guests are not following the rules and regulations outlined by the Farm. This termination may occur in the sole discretion of The Farm or its representatives, with the primary consideration being the safety and welfare of all individuals present. If an event is terminated, Client agrees to comply with the instructions provided by The Farm's representatives and promptly vacate the premises.
- b. In the event of termination, Client acknowledges there will be no entitlement to any refunds or compensation, and Client releases Judy Tree Farm from any liability or claims arising from the termination of the event.

13. RELEASE OF LIABILITY.

- a. Client fully understands and acknowledges the risks associated with hosting events at The Farm, as explained in the "Assumption of Risk" section of this agreement. I voluntarily and willingly release and discharge Judy Tree Farm, its owners, employees, agents, and representatives (collectively referred to as "The Farm") from any and all liability for any injuries, losses, or damages that may occur during the event(s) hosted at The Farm. This release extends to all forms of liability, including but not limited to liability for negligence on the part of The Farm.
- b. Client agrees to relinquish their right to hold The Farm responsible for any harm, injury, or loss that may result from the event(s). Client understands that the Venue is not responsible for any injuries or damages, whether caused by the actions or inactions of the Venue, other event participants, guests, or

third parties. Client is aware that this release includes, but is not limited to, any liability for personal injury, property damage, or financial loss that may arise from the event(s) hosted at the Venue.

- c. Client agrees this release is binding not only on themselves, but also on their heirs, executors, administrators, and assigns. Client releases the Venue from all liability and claims, both now and in the future, even if new information comes to light after signing this waiver.

CLIENT'S INITIALS: _____

14. INDEMNIFICATION.

- a. Client shall indemnify, defend and hold harmless The Farm, its owners, officers, employees and agents from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.
- b. This indemnity shall survive the termination of this Agreement. Client hereby releases The Farm from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client, Client's guests or vendors covered by any insurance then in force.

15. DAMAGES.

- a. Client is responsible for any damages to Judy Tree Farm and property that may have been caused by the Client and/or Client's Guests. Clients are required to adhere to the Judy Tree Farm Usage Rules (Exhibit A) and are required to ensure their guests and vendors honor them as well. The Client is ultimately responsible for any damage incurred. The Client is within his/her rights to seek redress for damage charges caused by Client's guests and vendors. The Farm will not involve itself in these efforts. Judy Tree Farm owners will use reasonable best efforts to report any damages or loss of property to the Client within 48 hours after the Event, however, some things may not be noticed until after this period. The Farm reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter. If damage has occurred, The Farm will provide an itemized list to the Client and expect payment for damages within ten (10) business days. Note, The Farm staff will make reasonable best efforts to repair damage. Should, however, the damage be extensive, Client will be responsible for replacement costs.

16. APPLICABLE LAW.

- a. Any disputes arising under this contract shall be adjudicated in The Farm's local jurisdiction. The construction and interpretation of this Agreement shall be pursuant to the laws of the Commonwealth of Kentucky.

Signature Page to Follow

THE CLIENT CERTIFIES THAT THEY ARE LEGALLY ABLE TO ENTER INTO THIS EVENT VENUE RENTAL AGREEMENT AND THAT THEY HAVE READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AND IT IS APPENDICES AS WELL AS OTHER REFERENCED DOCUMENTS:

Client Signature

Judy Tree Farm Signature

Client Name Printed

Judy Tree Farm, Owner

Date Signed

Date Signed

Judy Tree Farm Usage Rules (Exhibit A)

Following are usage rules that must be followed by Clients, Client's Guests. Non-adherence to these rules will lead to fines, damages, immediate evictions and/or ban from future rental.

1. Trees

It takes a lot of work to get our trees to grow. We want to protect them so they can one day they can grow to become a Christmas Tree for a family. We ask you follow these rules regarding our trees:

- Absolutely no tree decoration in the form of aerosol sprays such as flocking, fake snow, paint etc.
- Trees are not to be dug up, cut, trimmed, etched, or altered in any way.
- A small ornament or decoration may be hung on the trees as a decorative prop, but nothing that will damage the limbs or the tree as a whole.
- Any tree damage from decoration or props during an Event will result in a fine and possible rental ban.

2. Moving Farm Décor/Equipment

Moving Judy Tree Farm Décor and/or Equipment is expressly prohibited. Client must receive consent from Judy Tree Farm in advance with any requests and all décor and/or equipment will be moved by Judy Tree Farm.

3. Pets

Pets are welcome at Judy Tree Farm as they are a part of many families. We do ask that for the safety and consideration of others, all pets must be on a leash. We also ask that you please clean up after your pets. Note: The trees can get too much nitrogen, so please keep pets from peeing on the trees.

4. Farm Grounds

Visiting Judy Tree Farm involves certain inherent risks. We have gone to great lengths to mitigate these risks, but it is important you know this is an operating farm. Please watch your step when walking and use caution when visiting the farm.

5. Prohibited Access to the Pond

The pond area poses significant risks, including but not limited to drowning, slippery banks, water depth variations, submerged objects, and the potential presence of wildlife. For these reasons, all guests are expressly prohibited from approaching, entering, or engaging in any activities near the pond located on The Farm premises.

We have warning signs and visual indicators that mark the pond area. It is your responsibility as a Client renting Judy Tree Farm to inform all of your Guests of these safety measures and strictly adhere to them.

Additionally, you must designate a responsible individual(s) or staff members to monitor the area around the pond and ensure compliance with this prohibition. Adequate supervision is vital to maintain a safe environment during the Event.