



**THE EDUCATIONAL FARM AT
JOPPA HILL, INC.**
A 501(c)(3) non-profit corporation
Special Event Venue Rental Contract

**174 Joppa Hill Road
Bedford, NH 03110
(603) 472-4724
www.theeducationalfarm.org**

The Educational Farm at Joppa Hill is a traditional working Farm, complete with scenic views and animals in the midst of gardens, fields, and rolling hills. As a wedding venue, the beauty, sights, and sounds of the farm will make your wedding day a memorable event!

Client/Bride/Groom Information:

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| Bride's Name: | | |
| Street Address: | | |
| City/town: | State: | Zip: |
| Email: | Phone: | |

| | | |
|-----------------|--------|------|
| Groom's Name: | | |
| Street Address: | | |
| City/town: | State: | Zip: |
| Email: | Phone: | |

Alternate Contact Person:

You must designate one individual as your Contact Person who is not a member of the Event/Wedding party, photographer, caterer, florist, or musician. Your Contact Person must not be heavily involved in the activities of the day and must be able to communicate effectively with our on-site personnel should problems, concerns or questions arise.

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|-----------------|---------------|------|
| Contact Name: | | |
| Street Address: | | |
| City/town: | State: | Zip: |
| Email: | Mobile Phone: | |

Function Information:

| | | |
|---------------------|-------------|-----------|
| Event/Wedding Date: | Start Time: | End Time: |
| Rehearsal Date: | Start Time: | End Time: |

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|---------------------------------------|
| Estimated Number of Attendees: |
| Additional Information: |

Facilities Provided at The Educational Farm at Joppa Hill, Inc. (“EFJH”)

EFJH will provide:

- Existing tent and picnic tables in fair weather conditions
- Outdoor firepit and benches with seating for 75
- Electric outlet (by the high tunnel) for DJ, lights, etc.
- Parking in the lot adjacent to the Barn (street side parking permitted with Police presence)
- EFJH will also provide trash cans and trash removal

A firepit with open seating on the hill behind the barn is available for the event/wedding ceremony. There is an outdoor lower field space that is also available upon request.

The tent on EFJH grounds may only be used in good weather. If inclement weather arises, Client/Bride/Groom (“Client”) is responsible for Client’s own tent and all pertaining to it (sidewalls, lights, extension cords, dance floor, etc.).

Picnic tables are available for public use.

NO Barn admittance and **NO** feeding of the animals by any event/wedding attendee (including contractors, vendors, guests, and members of the event party) is allowed.

There is **NO** running water available on site. There is a hose with a water spigot near the parking area that may be used, however water from this source **shall not be consumed**.

“As is” Condition: Client understands that EFJH is a working farm and agrees to accept the facility “as is” and “with all faults.”

The EFJH event location will be available at 12:00 p.m., the day prior to the event/wedding for setup.

Trash removal will be provided by EFJH after the event, ONLY if all refuse is in garbage bags (provided by Client) and securely tied closed, so as not to endanger animals with their content.

Client will provide:

- Tent, tables, chairs, dance floor, and lighting as necessary
- All food/beverages, flowers, entertainment, and 55 gallon garbage bags
- Porta Potty rental (location to be designated by EFJH)

Outdoor extension cords of required electrical capacity may be used and supplied by Client for food preparation/warming, lights, music, DJ, tent heater, and similar event uses approved by EFJH. Outlets available for the event will be designated by EFJH. All extension cords MUST be UL approved for their use and securely fastened to the ground.

Additional Rules, Requirements, and Regulations:

Insurance: Client shall obtain Liability Insurance Coverage in the amount of two million dollars (\$2,000,000.00) naming the Town of Bedford and “The Educational Farm at Joppa Hill, Inc.” as additional insureds. Such coverage shall be in effect from the day prior to the date of the event/wedding through the day after the event/wedding, and must cover the entire time that EFJH is used for the setup, rehearsal, event/wedding, reception, breakdown (tables, chairs, tents etc.), and/or cleanup. EFJH will be provided with a copy of the insurance binder on or before (date) _____.

Alcohol (BYOB only and not to be sold) may be consumed during the hours of the event/wedding subject to the following conditions:

1. Client shall have a Bedford Police Detail Officer (in uniform) present during the hours of the event. On or before _____, Client will provide EFJH with written confirmation from the Bedford Police Department that a police detail officer will be present during the hours of the event and that all fees have been paid. Contact Information: Bedford Police Department, 55 Constitution Drive, Bedford, NH 03110, (603) 472-5113;
2. Client shall obtain a Liquor Liability endorsement or policy with coverage in the amount of two million dollars (\$2,000,000.00) naming the Town of Bedford and “The Educational Farm at Joppa Hill, Inc.” as additional insureds that shall be in effect for the date of the event/wedding. EFJH will be provided with a copy of the insurance binder on or before (date) _____;
3. No alcohol shall be served to any person who is impaired by alcohol or who appears to be impaired by alcohol; and
4. Client shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether the person is accompanied by a parent or guardian.

Indemnification: Client shall indemnify and hold harmless EFJH, including its board members, officers, employees, and/or volunteers, from any and all liability, claims, lawsuits, or actions for damages of any kind or nature, whether due to negligence or otherwise, that may arise out of Client’s use of the EFJH premises. Client shall be liable and legally responsible for all acts and actions of every kind and nature for each and every person in attendance at the event or engaged in event setup and cleanup. EFJH shall not be responsible for any damage to property or loss of any articles of property left at EFJH prior to, during, or after the event.

No Candles or Open Flames are permitted. However, UL certified electric and propane devices for food preparation, food warming, tent heating, or other similar uses approved by EFJH may be used.

No Smoking is allowed.

No Pets or Animals are allowed with the exception of service animals or a family pet participating in the event/wedding ceremony.

No rice, confetti, glitter, fireworks or sparklers are permitted. Birdseed, balloons, and bubbles may be used for celebration.

Music: All music will end no later than 9:30pm (noise curfew).

Promotional Images and Videos: Client agrees to permit EFJH to take and use images or videos of the event/wedding for EFJH marketing purposes. Initial here if agreed: _____.

Setup and Cleanup: All setup and cleanup of the site and grounds is the responsibility of Client; and Client must leave the EFJH grounds utilized by the event/wedding as Client found it. Client understands and agrees to adhere to and follow the terms of this contract, and agrees that Client will be responsible for any damage to the premises arising out of Client's use of the premises, including any damage caused by Client's contractors, vendors, guests, and members of the event party.

Client's \$250 security deposit will be returned to Client upon satisfactory cleanup. In the event of damage to the EFJH premises or inadequate cleanup, EFJH may deduct the cost of repairs and/or cleanup, including labor costs, from the amount of Client's security deposit. If the security deposit amount is insufficient, in addition to forfeiture of the security deposit, Client shall pay EFJH for any damage, cleanup, and related labor expenses in excess of the security deposit amount. Payment shall be within thirty (30) days of the date of EFJH's invoice for such expenses.

Please note that the hours assigned to Client's event include all setup and cleanup, including the setup and cleanup of all contractors and vendors that Client may use.

- All grounds must be clean by Sunday 9am for a Saturday Event/wedding.
- All grounds must be clean by Monday 9am for a Sunday Event/wedding.

Deposit Amount and Due Date:

Venue Rental Fee (\$3,000) due as follows:

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| Event/Wedding Deposit | \$250 due upon reserving venue (non-refundable) |
| Security Deposit | \$250 due _____ (returned upon adequate clean-up of venue) |
| Balance due | \$750 due _____ |

Security Deposit \$250 shall be returned subject to satisfactory cleanup.

Cancellation and Refund Policy: Client may cancel the event no later than thirty (30) days prior to the date of the event/wedding. In the event of timely cancellation, all monies will be returned to Client by EFJH except for the non-refundable event/wedding deposit of \$250. In the event that Client cancels the event less than thirty

(30) days prior to the event, then the parties agree that EFJH may retain the entire venue rental fee as reasonable liquidated damages due to the difficulty of determining the actual amount of damages sustained.

Assignment: This contract may not be assigned in whole or in part by Client without the express written consent of EFJH.

Jurisdiction and Venue: The parties agree that this contract shall be governed by the laws of the State of New Hampshire, and Hillsborough County Superior Court, Northern District, shall be the exclusive venue for any suits hereunder.

Merger: This contract contains the entire agreement between EFJH and Client and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by EFJH and Client.

Severability: If any provision of this contract is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a provision of this contract is found to be invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be written, construed, and enforced as so limited.

Non-Waiver: The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

This contract defines the terms and conditions under which The Educational Farm at Joppa Hill, Inc., and _____ (Client) agree to Client's use of EFJH facilities on _____ (Event date/dates) in accordance with the policies and terms set forth herein. Client has read and understands the policies and terms of this contract; and Client agrees to uphold them and to ensure that Client's contractors, vendors, guests, and members of the event party will abide by them.

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| Bride's Name | Signature | Date |

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| | | |
| Groom's Name | Signature | Date |

| | | |
|----------|-----------|------|
| | | |
| EFJH Rep | Signature | Date |



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RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE EDUCATIONAL FARM AT JOPPA HILL, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTORS.

WARNING

Under New Hampshire Law, N.H.R.S.A. 508:19 II provides that an equine activity sponsor, an equine professional, or any other person engaged in an equine activity is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities except as provided in paragraph III of N.H.R.S.A. 508:19, and no participant's representative shall make any claim against, maintain an action against, or recover from any other person for injury, loss, damage, or death of a participant resulting from any of the inherent risks of equine activities. Each participant in an equine activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equine activity. Each participant shall have the sole responsibility for knowing the range of his or her ability to manage, care for, and control a particular equine or perform a particular equine activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular equine at all times while participating in an equine activity, to heed all posted warnings, and to refrain from acting in a manner which may cause or contribute to the injury of any person. A copy of N.H.R.S.A. 508:19 is available for your review at your request or may be accessed by you online at: <http://www.gencourt.state.nh.us/rsa/html/LII/508/508-19.htm> .

In addition to the risks involved in equine activities, there are many hazards and risks encountered at The Educational Farm at Joppa Hill, Inc. premises and facilities that may result in injury, death or property damage, including hazards associated with both equine and non-equine animals, hazards arising from farm buildings, grounds, structures, fixtures, machinery, equipment and tools, including, without limitation, injury or death resulting from falls, crush accidents, sharp objects, suffocation or electrical current and otherwise. Animals may act unpredictably, and with or without warning or apparent cause, may kick, bite, buck, stumble, trip, roll, fall, rear, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person and act irrationally. Structures, equipment or methods to restrain, control or confine animals may break or fail which may lead to injury from animals.

This is not an exhaustive list of hazards. Examples of causes of farm injuries may be found for your review in the National Institute for Occupational Safety and Health publication *Fatal Unintentional Farm Injuries Among Persons Less Than 20 Years of Age in the United States*, which may be accessed by you online at: <http://www.cdc.gov/Niosh/childag/docs/2001131.html>.

I, _____, having read and understood the foregoing, on

behalf of myself and/or my minor child _____, in consideration for allowing me (or my child) to use The Educational Farm at Joppa Hill, Inc. premises and/or to participate in equine or other farm activities, programs or events, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

I understand that equine activities, farm use and related activities of all kinds are inherently dangerous and that serious injury, death and property damage may occur. I understand that participation in equine, farm use and related activities of all kinds involves such risks, including those described above. So knowing, I agree that if any injury occurs to me and/or to my child, or if any damage occurs to my property, that I will make no claims against The Educational Farm at Joppa Hill, Inc. or any of its Directors, Officers, Employees, Volunteers and Independent Contractors. I further agree to hold The Educational Farm at Joppa Hill, Inc. and its Directors, Officers, Employees, Volunteers and Independent Contractors free and harmless from any and all liability, claims, suits or actions for damages of any kind or nature due, whether due to negligence or otherwise, that may arise out of my and/or my child's presence, occupancy or use of any kind of the The Educational Farm at Joppa Hill, Inc. premises, equipment or facilities and/or participation in any and all programs, lessons, activities and the like conducted by or at The Educational Farm at Joppa Hill, Inc., and I agree to indemnify and hold harmless The Educational Farm at Joppa Hill, Inc. and all of its Directors, Officers, Employees, Volunteers and Independent Contractors from all liability, claims, suits, actions for damages or expenses, including attorney fees incurred, arising out of any injury to any person or damage to any property caused to me and/or my child or caused by me and/or my child.

I HAVE READ AND I UNDERSTAND THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE TO RELEASE THE EDUCATIONAL FARM AT JOPPA HILL, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTOR FROM ALL LIABILITY, CLAIMS, SUITS OR ACTIONS FOR DAMAGES AND TO INDEMNIFY THEM AND HOLD THEM HARMLESS THEREFROM. I HAVE MADE A FULLY INFORMED, FREE AND DELIBERATE CHOICE TO SIGN THIS DOCUMENT.

Signed: _____ Date: _____
Adult Participant or Minor Participant's Parent/Guardian

