

Bailey's Place

15800 Mahan Drive

Tallahassee, Florida 32309

850.251.9329 (Joni) or 850.688.5758 (Woody)

Lessee(s) Information (Older than 21 yrs. of age):

Name: _____ Email: _____
Address: _____
City: _____
State, Zip: _____
Phone: _____
Capacity: _____
Payor: YES/NO

Name: _____ Email: _____
Address: _____
City: _____
State, Zip: _____
Phone: _____
Capacity: _____
Payor: YES/NO

Name: _____ Email: _____
Address: _____
City: _____
State, Zip: _____
Phone: _____
Capacity: _____
Payor: YES/NO

Name: _____ Email: _____
Address: _____
City: _____
State, Zip: _____
Phone: _____
Capacity: _____
Payor: YES/NO

IF NO PAYOR ABOVE, PAYOR INFORMATION:

Name: _____ Email: _____
Address: _____
City: _____
State, Zip: _____
Phone: _____
Capacity: _____

Name: _____
 Address: _____
 City: _____
 State, Zip: _____
 Phone: _____
 Capacity: _____

Email: _____

Event Date	Event Day	<u>Arrival</u> Time EST	End Time EST	Event <u>START</u> EST	Event <u>E N D</u> EST	Guest Count	Alcohol Yes/No	Event Insurance	Cancellation Insurance

Vendors' Proof of INSURANCE (COI):

Planner	Day Of Coord	Caterer	Bartender	Music	Florist	

Event Site (s):

Vendors - Contact/Email:

Planner: _____

Day of Coordinator: _____

Caterer: _____

Florist: _____

Photographer: _____

Videographer: _____

Music: _____

Bartender(s): _____

Security: _____

Other: _____

Agreement Date: _____

AGREEMENT/CONTRACT BETWEEN LESSOR/LESSEE(S)

Agreement/Contract entered into by and between Bailey Place, LLC a/k/a HECK Ranch Agritourism, LLC (hereinafter is "Lessor") and _____, _____, _____, and/or _____ (hereinafter is "Lessee(s)").

In consideration of mutual promises and covenants herein, parties agree as follows:

- 1) **PREMISES.** Lessor leases TO Lessee(s) and Lessee(s) leases FROM Lessor Bailey's Place, LLC, 15800 Mahan Drive, Tallahassee, Florida, 32309.
- 2) **TERM.** Premises leased for use generally as "private party" on:
Date: _____ Hours: **START** _____ a.m./p.m. EST, **END** _____ a.m./p.m. EST
- 3) **ACCEPTANCE OF PREMISES.** Lessee(s) possess and accepts the leased Premises suitable for intended use by Lessee(s).
Lessee(s) agree(s) to fees and payment(s) as follows and in accordance with section 5 below:

A. Lease Fee:		PD: _____
B. Hold Date Fee:		PD: _____
C. Sales Tax:		PD: _____
D. Total Rental Fee:		PD: _____
E. Damage Fee:		PD: _____
- 4) **DAMAGE FEE.** Upon completion of event and surrender of The Premises to Lessor, in acceptable condition to Lessor, Damage/Contract Breach Fee to be returned (within 30 days), minus fees for unsatisfactory condition of The Premises or issues related to Lease of The Premises by Lessee(s), guests, vendors, etc. or contract breach.
 - a. **Damage Fee: \$800**
 - i. **Paid 120 days prior to event date, possibly refunded, as stated above.**
- 5) **LEASE FEE.** As shown above, lease fee: \$ _____.
 - a. Hold Date Fee (to reserve event date): **\$500** (applies to total lease fee)
 - b. Total Lease Balance **Due 120 days PRIOR** to event date:
 - a. **Payment in Full:** Due at Contract Signing, or
 - b. **Monthly Plan:** Due Every 30 Days, or
 - c. **Quarterly Plan:** Due Every 3 months, or
 - d. **Half Plan:** Due Halfway **BEFORE 120 days PRIOR** to event date
 - c. **ALL PAID LEASE/HOLD DATE FEES ARE NON-REFUNDABLE.**
 - d. ***Failure to pay ALL FEES (Damage+Lease) in FULL 120 days PRIOR to event date, will result in event cancellation AND without refund.***
 - e. Payments – cash, checks (personal, business, cashiers) - payment posts, AFTER check clears
- 6) **CANCELLATIONS.** ALL cancellations will be in writing; text or email. Lessee(s) agree(s) to sign cancellation form, releasing reserved leased date and agrees NO refunds of fees paid. Consideration may be given to move fees paid to a future date, at the prevailing leasing rates and with a newly signed contract.
- 7) **CANCELLATION INSURANCE is recommended for the benefit of the Lessee(s).**

- 8) **INSURANCES – Day of Event, Cancellation and Vendors.** Lessee(s) agree(s) to acquire and pay (~\$225) for “Day-Of Event Insurance” (including Host Liquor Liability), for Leased day(s)/hours, from Nuptial Risk (a weblink will be provided, NO substitutions or exceptions). Cancellation insurance is inexpensive and directly beneficial to Lessee(s), should event cancellation be necessary. ALL Lessee(s) vendors’ will maintain in full force and effect; general, liability AND statutory minimum employers liability insurances, where required by the State of Florida, providing proof of insurance to Bailey’s Place, LLC. Insurance amounts will be minimums of \$1,000,000 per occurrence/\$2,000,000, general aggregate in a form and amount satisfactory to Bailey’s Place, LLC. ALL insurance policies will name Bailey’s Place, LLC, HECK Ranch Agritourism, LLC, Wilburn W. Hildebrandt, Jr. and Joni Hildebrandt, and their respective members, officers, directors, employees, independent contractors, subcontractors, agents, volunteers, heirs, successors, assignees, and owners as ‘Additional Insureds’ with **waiver of subrogation and primary non-contributory endorsement**, on each respective insurance policy. Lessee(s) agree(s) to provide **ALL** insurance requirements and Certificates of Insurance, at least, 30 days **PRIOR** to Lease/Event date. Notwithstanding insurance requirements Lessee(s) and Vendors are required to hold harmless, indemnify, and defend Bailey’s Place, LLC and Lessors, to the maximum extent allowed by law, for any and all liability arising from Lessee(s) and Vendors’ use of The Premises, including payment of Lessors’ reasonable attorneys’ fees and costs incurred in defense of any actual or alleged liability.
- 9) **PERMITTED USES.** Lessee(s) agree(s) to complying with laws, ordinances and regulations of each regulating authority over The Premises obtaining any required city, county, state or federal licenses or permits before commencing any activity on or in leased premises. Lessee(s) agree(s) to not use or knowingly allow any area of leased Premises to be used for any unlawful purpose.
- 10) **SECURITY.** Lessee(s) agree(s) to provide off duty security, acquired and paid by Lessee(s) (ALL EVENTS) from beginning of event start time to last Lessee(s) guests depart The Premises.
- 11) **ADDITIONAL HOURS.** Lessor and Lessee(s) may modify contracted hours for an agreed \$ value.
- 12) **REHEARSALS.** Lessee(s) agree(s) rehearsals will occur during the leased 12 hr. period.
- 13) **EQUIPMENT MANAGEMENT.** ALL property, equipment, chairs, tables, furniture, mirrors, whiskey barrels, décor items, etc. (any individual item of Bailey’s Place, LLC) will be handled, managed, moved, set-up, broken down, etc. by staff of Bailey’s Place, LLC.
- 14) **SERVICE VENDORS.** Licensed and insured vendors are allowed and agree to provide Certificate of Insurance naming The Premises as additional insured.
- 15) **OUTSIDE RENTALS.** Lessee(s) agree(s) rental vendors will operate within contracted hours and agree(s) to communicate TO lessor the needs (delivery, placement, pickup) of outside rental vendors. Lessee(s) agree(s) to placement of rental items in agreement with Lessor.
- 16) **KITCHEN USE/ACCESS.** Available to Lessee(s) or your vendors for general use to prep/temporarily store catering related items. Kitchen to be left in condition kitchen was found; i.e., cleaned, non-Bailey’s Place items and trash removed, refrigeration emptied, etc.
- 17) **LIQUOR/BEER/WINE/BEVERAGES/ILLEGAL SUBSTANCES/HAZING.** Day of Event Insurance **WITH** Host Liquor Liability AND **WITH** on-site security (hired by Lessee(s)) allows for:
- a. Serving **MIXED** alcohol, beer, wine and signature drinks by a **licensed and insured** bartender(s) during bar service hours.
 - b. **DOES NOT ALLOW for: SHOTS, STRAIGHT or NEAT POURS, BEER KEGS, GLASS BOTTLES, ILLEGAL SUBSTANCES, HAZING, OUTSIDE ALCOHOL NOT served by bartender(s) – will be confiscated or ALCOHOL SERVICE TO THOSE LESS THAN 21 YEARS OF AGE, ALCOHOL CONSUMPTION OUTSIDE BAR SERVICE HOURS, or Violent/Drunken Persons (who will be removed from The Premises and may cause event cancellation, with NO refund of lease fees).**
 - c. **NOTE** - Bailey’s Place, LLC does NOT provide ANY form of beverages; i.e., alcohol, liquor, wine, beer, tea, coffee, lemonade, water, etc.

- 18) BEHAVIOR ISSUES.** Unruly persons acting contrary to lease agreement will leave The Premises with or without assistance from security and may cause event termination with NO refund of payments to Lessee(s).
- 19) PHOTOGRAPHS.** Lessee(s) agree(s) Bailey's Place, LLC, and staff have the right to create content and use photos, videos, etc. of events for marketing and advertising purposes. Content, photos, videos, etc., of events provided by others may also be used for marketing and advertising purposes.
- 20) PERSONAL PROPERTY.** Personal property, not belonging to Bailey's Place, LLC or HECK Ranch Agritourism, LLC, is wholly the responsibility of the Lessee(s) with the Lessor bearing NO risks from theft, damage and/or loss caused by any person(s). ALL personal property will be removed by Lessee(s) upon final departure from The Premises and termination of leased period.
- 21) UNEXPECTED EVENTS.** Lessee(s) agree(s) Circumstances and Acts of God preventing events from occurring are not the liability of Lessor, The Premises or affiliates of ownership. Circumstances and Acts of God could include services due to emergencies, catastrophies, interruption of utility services such as power, water and/or sewer, any loss, inconvenience or damage suffered by Lessee(s).
- 22) DRESSING SPACES.** Lessee(s) agree(s) personal affects will be removed from these spaces and moved to a personal vehicle earlier than departure time managing issues related to lost/misplaced items, unexpected parties accessing these spaces, etc.
- 23) DEPARTURE.** Lessee(s) agree(s) to depart The Premises as agreed to in contracted lease period, verifying The Premises has NO persons or personal property left at/on/in The Premises. LATE departures of any person will result in fees deducted from damage fee of \$200 per 15 minute increment.
- 24) LEASE TERMINATION.** Lessee(s) agree(s) to return Premises to Lessor in same or better condition than upon commencement of start of lease agreement. Damage costs or breach of contract, other than normal wear and tear, will be deducted from damage fee.
- 25) LESSOR INDEMNIFICATION and HOLD HARMLESS.** Lessee(s) hereby conveys and agree(s) to release, defend, indemnify, save and hold harmless Bailey's Place, LLC, HECK Ranch Agritourism, LLC, Wilburn W. Hildebrandt, Jr. and Joni Hildebrandt, and their respective members, officers, directors, employees, independent contractors, subcontractors, agents, volunteers, heirs, successors, assignees, and owners from and against any and all claims, judgements, losses, expenses, demands, damages, penalties, fines, suits, administrative proceedings, liabilities; including statutory liability and liability under workers' compensation laws, regular or civil actions, costs or expenses, including but not limited to attorneys' / legal fees and or other expenses reasonably incurred by Lessor in connection with investigating any claim against it and defending any action, appeal, post-judgement enforcement, any amounts paid in settlement or compromise that arise out of or are based upon (a) the failure of the Lessee(s), its officers, employees, agents, attendees, invitees and guests to conform to the Florida Statutes, ordinances and other regulations and requirements of any governmental authority in connection with performance of this Agreement/Contract, (b) the negligence of Lessee(s), its officers, employees, agents, attendees, invitees and guests in, on or about The Premises, (c) any action or inaction of Lessee(s), its officers, employees and agents in performing the obligations of Lessee(s) under this Agreement/Contract, (d) any breach by Lessee(s), its officers, employees or agents of any term, condition warranty, representation or any other portion of this Agreement/Contract, (e) damages to property resulting from the use, occupancy in or on The Premises and (f) personal injuries resulting from the use, occupancy in or on The Premises. Lessee(s) indemnification and duties as set forth in this Agreement/Contract shall survive termination of this Agreement/Contract.

Lessee(s) releases Bailey's Place LLC, HECK Ranch Agritourism, LLC, Wilburn W. Hildebrandt, Joni Hildebrandt and owners from any and all liability or responsibility to Lessee(s) or anyone claiming

through or under Lessee(s) by way of subrogation or otherwise for any loss or damage to equipment, property of Lessee(s) covered by any insurance then in force.

Lessee(s) agree(s) to assume any and all liability for the injury of any vendor, attendee, invitee or guest of the event or property damage of The Premises caused by a vendor, attendee, invitee or guest associated with, but not limited to the consumption of food, beverage, drugs and/or any alcohol in any form while attending the event on The Premises of the Lessor.

Lessor and Lessee(s) agree(s) if any state, federal, county or city authority or agency charged with enforcement thereof, find Lessee(s)' use of The Premises to be in or constitute a violation of any state, federal, county or city law, ordinance or regulation pertaining to environment protection, occupational safety and health, fire or safety, Lessee(s) agrees to indemnify, save and hold Lessor and owners harmless from and against any claim or demand and cure such violation in Lessee(s) use of The Premises.

Lessee(s) agree(s) and assumes all risks related to activities or events described herein in this Agreement/Contract, ("Activity or Event"), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property, maintained, or controlled by them, or because of their possible liability without fault. Lessee(s) agree(s) to no known health-related reasons or problems which preclude participation in an activity or event. Lessee(s) agree(s) medical treatments may be deemed appropriate in the event of injury, accident and/or illness during an activity or event.

The above accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

- 26) FORCE MAJEURE.** If the performance by either party of any obligation under this agreement/contract (other than payment obligation) is delayed or prevented in whole or in part by any cause not reasonable within its control (including, without limitation, acts of God, terrorist attacks, war, civil disturbances, accidents, pandemic/disease, damage to its facilities, labor disputes, acts of any government body, or failure or delay of third parties), it will be relieved of performance of such obligation to the extent such performance is so limited or prevented, without liability of any kind. Nothing contained in this agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers, or other entities, which it considers unreasonable.
- 27) LEGAL EXPENSES.** Lessee(s) assumes responsibility of legal fees, expenses and or costs related to defaults in the performance of covenants of Agreement/Contract to enforce performance of said covenants or to remedy any Agreement/Contract breach in connection therewith.
- 28) AGREEMENT ENTIRETY.** This Agreement/Contract and its attachments and future addendums represent the entire Agreement/Contract of the Lessor and Lessee(s) and supersede all prior oral or written representations, inducements, promises, agreements or other communications. No modification of this Agreement/Contract shall be effective unless made in writing and signed by the Lessor and Lessee(s).
- 29) GOVERNING LAW.** This Agreement/Contract/Lease shall be governed by the laws of the State of Florida and Lessor and Lessee(s) agree(s) that any dispute or controversy will be resolved in a court located in Leon County, Florida.
- 30) SUCCESSORS.** This Agreement/Contract shall be binding upon and inure to the benefit of Lessor and Lessee(s) and their respective heirs, successors, legal representatives and assigns.
- 31) REGULATIONS AND RULES.** Lessee(s) acknowledges reading, understanding and agrees to adhere to and accepts the terms and conditions and policies outlined on all pages of the Agreement/Contract and Attachment A – "Responsibilities for Lessee(s), Vendors, Guests and Volunteers Expectations of Bailey's

Attachment A
Lessee(s), Vendors, Guests, and Volunteers Expectations of
Bailey's Place, LLC @ HECK RANCH Agritourism, LLC

Bailey's Place, LLC is an indoor agritourism space to be used for various agritourism related activities, including ceremonies, celebrations, farmer and vendor markets, etc. The indoor space includes conditioned space, restrooms, kitchen space for food prep and outdoor patios and stables. Along with these indoor functions, the outdoor grounds of HECK Ranch Agritourism, LLC. will be utilized simultaneously and can be used for U-Pick in addition to the items listed above.

HECK Ranch Agritourism, LLC and Bailey's Place, LLC is better able to serve agritourism related functions when Lessee(s) and their vendors, guests, and volunteers commit to honoring the policies in place to benefit all uses of HECK Ranch Agritourism, LLC and Bailey's Place, LLC.

The following is expected from the Lessee(s), vendors, guests, and volunteers and subject to being updated as needed:

1. Lessee(s) use of all spaces is a 12 hr. block (unless otherwise agreed upon). Access to The Premises begins at 8:00 am EST and ends at 10:00 pm EST. The 12 hr. block includes ALL cleaning, removal of personal effects, removal of all automobiles and all persons off The Premises. Bar service to stop 1.5 hrs. before departure and music to stop 1 hr. before departure of Bailey's Place space allowing for clean up, gathering personal effects, etc. Late departures force deductions from damage fee as a contract breach as stated in Agreement/Contract.
2. Lessee(s) agree(s) event will be 5 hours or less with bar service less than 4 hours.
3. Lessee(s) or Lessee(s) designated person(s) (name(s) to be provided to Bailey's Place contact person) to confirm follow through with step #1 above.
4. Lessee(s) understands **NO DRIVING** on the East **AND** North side of Bailey's Place space is allowed and will inform any party attending activity, i.e., vendors, guests, volunteers, etc. **ALL SEPTIC AND DRAINFIELDS ARE IN THOSE LOCATIONS.** Caterers parking will be directed by Bailey's Place staff. Drop offs will occur on the West side of Bailey's Place space and then driver will proceed back down to the pasture. ALL other parking will be in the pasture to the left of the driveway upon entry onto The Premises.
5. Lessee(s) will inform those providing music decibel level is <55 decibels and music will cease before 10:00 pm EST.
6. Lessee(s) understands Bailey's Place, LLC is a NO SMOKING space. Smoking is permitted outside in a designated space at the Northwest corner of Bailey's Place space. Sand buckets will be provided for disposal of butts. Excessive butts, disposed of other than into designated sand buckets, may force deductions from damage fee as a contract breach.
7. Lessee(s) understands Bailey's Place is a **NO ALCOHOL SHOTS** or **NO STRAIGHT** or **NEAT ALCOHOL POURS** space. If sickness from abusive alcohol consumption occurs, excessive cleaning fees will be deducted from the damage fee as a contract breach.

8. Lessee(s) agree(s) NO used ice, left over foods, garnishes, fruits, vegetables, liquids, soilds, etc. will be disposed of outside of provided garbage bags. Oils and greases must leave with persons bringing them onto The Premises.
9. Bailey's Place, LLC will supply and keep stocked toilet tissue, hand wash soaps, paper towels, garbage bags and dish soaps. Items used for food storage or carry out boxes will be provided by others.
10. Lessee(s) will ensure kitchen and outside cook spaces are left as they are found, CLEAN! Caterers typically clean after themselves in the kitchen and outside cook spaces. Food prep cleaning means wiping down countertops, sweeping/cleaning floors, disposal of trash, disposal of items from refrigeration, etc. If food prep areas are NOT left as originally found, excessive cleaning fees will be deducted from damage fee as a contract breach.
11. Lessee(s) will ensure all litter, garbage and debris in and on The Premises is disposed of, including but not limited to the grounds, tables, refrigerators, stove, ovens, warming ovens, sinks, etc.
12. Lessee(s) will ensure any remaining trash bags will be left outside on the East side or Northwest side of Bailey's Place. Bailey's Place staff will take garbage bags to the dumpster.
13. **NO FRYING IN KITCHEN SPACE, NO GREASE DISPOSED OF ON THE PREMISES OR INTO SINK DRAINS OR ON-SITE DUMPSTERS AT BAILEY'S PLACE, LLC.** Damages left by grease left on-site will force fee deductions from damage fee as a contract breach.
14. Lessee(s) agree(s) NO nails, staples, tacks, or tape will be attached to or used on walls, floors, windows, trim, furniture, doors, etc.
15. Lessee(s) agrees(s) NONE of these are allowed: live flames, cold sparks, confetti, party-poppers, silly string, glitter, candied hearts, streamers, silk flower pedals, balloon spray, and possibly other items, either inside or outside. Items such as birdseed, bubbles, rice, etc., may be used OUTSIDE ONLY. Wedding sparklers (long) can be used OUTSIDE, WITH APPROVAL. Used sparklers to be disposed into sand buckets or water – provided by Lessee(s).
16. Lessee(s) agree(s) to NOT move tables, chairs, remove tablecloths or napkins. Bailey's Place, LLC will manage ALL tables, chairs, tablecloths and napkins.
17. Lessee(s) agree(s) to provide table and chair layouts at least 14 days before event date. Bailey's Place, LLC staff will manage these items.
18. Lessee(s) agree(s) to set-up use of any equipment, displays, exhibits or any items brought in or onto The Premises for use by Lessee(s).
19. Lessee(s) agree(s) any personal or rental items will be removed from Bailey's Place space no later than 10 pm EST, on day of lease. Any items left outside Bailey's Place space and exposed to weather is the responsibility of the Lessee(s).
20. Lessee(s) agree(s) to keep doors to Bailey's Place space closed to keep cool air/heat inside and limit noise escaping.

21. Lessee(s) agree(s) to keep ALL FIRE EXITS clear to Lessor's satisfaction for guests safety and in accordance with all regulations.
22. Lessee(s) agree(s) NO SMOKE/FOG MACHINES OR COLD SPARKS WILL BE USED on The Premises. Smoke detectors will alarm.
23. Lessee(s) agrees(s) assumes responsibility for NOT SERVING ALCOHOLIC BEVERAGES to persons under 21 years of age.
24. Lessee(s) agrees(s) to the policy of Service Animals only with disabilities are permitted inside the building.
25. Lessee(s) agrees(s) animals used during an a event will only be used during a specified time period and will be removed from The Premises as soon as possible. Event animals are not allowed to remain on The Premises for extended periods (only for the event and photographs).
26. Lessee(s) agrees(s) unsupervised children under 16 years of age will be returned their parents on The Premises.
27. Lessee(s) understand(s) sounds and environmental conditions are outside the control of Bailey's Place, LLC. These conditions may include, but are not limited to sirens, motorcycle noises, firing guns, burning fires, semi trucks, etc.
28. Designated person(s) and contact information for removal of ALL items brought into or onto The Premises of Bailey's Place, LLC, and to confirm no individuals or automobiles are left on The Premises.

A. Name: _____ Phone: _____

B. Name: _____ Phone: _____

C. Name: _____ Phone: _____

Thank you for following these policies as it benefits all parties involved with these agritourism related activities.

Bailey's Place, LLC, a/k/a
 HECK RANCH Agritourism, LLC
 15800 Mahan Drive
 Tallahassee, FL. 32309
 850.251.9329 (Joni Hildebrandt)
 850.688.5758 (Woody Hildebrandt)

Lessee(s) Understand(s) and Agree(s) to Expectations:

