



Double Creek Ranch  
75 Quail Hollow Road Fairview, NC 28730  
Doublecreekranch.weddings@gmail.com (828) 776-6434

## Double Creek Ranch VENUE RENTAL AGREEMENT

This agreement is entered into as of (today) \_\_\_\_\_, 20\_\_ between *Client Name* \_\_\_\_\_ (“Client”) of and Double Creek Ranch wedding venue (hereafter referred to as “DCR”) 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/ Contract”).

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. Breaking contract will result in additional fees and possible legal issues.

### 1. DATES/TIMES OF PERMITTED USE

DCR, hereby grants Client a license to use The Double Creek Ranch (“Event Center”) for the *partner1/partner2* \_\_\_\_\_ Wedding (“Event”) to be held on \_\_\_\_\_, 20\_\_. Access to the Event Center will commence at (Time)\_\_\_\_\_:\_\_\_\_\_ on the date of the Event and will end at \_\_\_\_\_:\_\_\_\_\_ (“Access Period”). Set-up and tear-down must occur during this defined period. If tear-down and removal of all Client or Vendor materials is not completed by the end of the Access Period, the Client will be responsible for additional rental time costs. Access for Client, Client’s vendors and Client’s guests is **only** allowed during the Access Period. Any other gatherings on DCR Property is not allowed without express scheduled permission from DCR.

### 2. EVENT SIZE

Client estimates that the following number of guests will attend the Event. Clients are responsible for paying the venue fee based on the number of guests at the event.

Estimated Guest Count #: \_\_\_\_\_  
< 100 guests M-Th: \$3,000 F-Sun: \$3,100  
101-200 guests M-Th: \$3,200 F-Sun: \$3,600  
201-300 M-Th: \$3,600 F-Sun: \$4,300  
300+ Custom price\*

**RENTAL FEE** Per the Venue Pricing section(see page 8), the rental fee for this Event based on the date and estimated number of guests is \$\_\_\_\_\_ “Rental Fee”. The Client agrees that they have received and understand The Double Creek Ranch Venue Pricing document and acknowledges that this document includes incidental fees that may be incurred for activities that occur outside of the terms of this Rental Agreement and may be charged additionally following the event.

**3. EVENT CENTER/ DÉCOR/EVENT STAFFING** The Event Center includes the Ceremony areas around each of the 2 arbors, Reception lawns surrounding the Event spaces and parking areas, for the Access Period. Clients will also have the use of the yard games and fire pit at request if discussed at or before the 30 day meeting. Use of the pool/hot tub, entrance into the creek and over fencing is prohibited. Double Creek Ranch will provide a Venue Manager that will be onsite during the Access Period and will help with any questions you may have and address property maintenance issues. Note: The Venue Manger and DCR staff will NOT assist Client/vendors with set-up/tear-down of Décor or rentals unless a planning contract has been signed that includes our set-up services. Client is responsible to be sure that their vendors have everything they will need to provide their services.

Dressing suites are available separately from the venue pricing. Bride/Bridesmaids and Groom/Groomsmen may use the designated areas of the main house 4 hrs. prior to your wedding start time. No other guests (or vendors) are allowed to use the house, only bride, groom, Parents, bridesmaids and groomsmen. All personal items must be removed from the house by the start of the ceremony. (use of the pool or hot tub are off limits.)

#### **5. ALCOHOL POLICY**

Clients must use DCR to provide alcohol (bartending, beer, wine, spirits and mixers) for the Event. All alcohol related costs are separate from the Venue Rental fee and Planning fee.

- a. DCR offers a house bartender(s) and will consult with Client to create a custom alcohol menu to suit the Client's preferences. Our house bartender will suggest the amount of alcohol based on the guest count, time alcohol will be served and a certain amount of drinks per person.
- b. After discussing the options and associated pricing, Double Creek Ranch will provide an updated "Bar Estimate". The Client may then suggest any changes and must sign off on the "Final Bar Estimate" by the 30-day meeting. No changes can occur after this point.

DCR demands strict adherence to state laws regarding alcohol consumption at DCR. A copy of this policy is included as Exhibit C (Page 6-7). If Client chooses to offer alcohol to their guests during the Event, Client must understand and adhere to The Double Creek Ranch Alcohol Policy.

**6. EVENT COORDINATION** To ensure smooth implementation of the Event, DCR suggests a designated wedding planner to oversee the Vendors needs, follow through with the Timeline, Set Up and Breakdown of the event. See our Wedding Coordination Services Agreement for rates and defined roles and responsibilities. We suggest to start planning 9-12 months before the event date. The Wedding Coordination Services Agreement and all final details must be completed 30 days before the Event date, final payment will be due at that time. Event coordinator and/or planner for clients event is also required to understand and follow all DCR contract guidelines.

**7. 30-DAY MEETING** Client(s) must participate in a meeting that will be held 30 days or more before the Event ("30-Day Meeting") with DCR Staff. The Client's Wedding Planner should attend this meeting. The Event Timeline (Exhibit B of this Agreement, Page 6) includes a list of documents that must be completed by the end of the 30-Day Meeting. After the 30-Day Meeting, these documents/this information will be considered final plans. Client will incur additional fees (see Miscellaneous Fee section of Wedding Package Pricing section) for changes requested to these final plans.

#### **8. SET-UP/TEAR-DOWN OF EVENT**

a. Client is responsible to set-up and tear-down the Event as defined in The Double Creek Ranch Venue Usage Rules (Exhibit A, Page 4), including removal of trash. Client will be responsible for the Excessive Cleaning Fee if Client does not follow these rules.

b. Client must remove all non-DCR Décor items from the Event Center 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/or Pick-up/Delivery Fees for each day these items remain on the property. DCR decor items must be left where they were found and 'Decor closet' items must be returned to their storage area.

**9. WEDDING REHEARSAL** Client may hold a (Pre-scheduled) one-hour daytime rehearsal to occur up to one (1) week prior to Event at no charge, this does not include a rehearsal dinner, only ceremony practice run-through with bridal parties and officiant. In order to honor the exclusivity of other client events, the exact time for the wedding rehearsal time cannot be scheduled until 30-days prior to the Event. Availability is based solely at the discretion of DCR. Rehearsals can be scheduled for more than one hour for an additional fee (see Wedding Event Pricing list). This amount will be due upon receipt of invoice.

#### **10. PAYMENT SCHEDULE**

Fees can be paid in full or in payments leading up to the event. Your payment dates will be agreed upon after the return of this contract. Payments will be made in regular increments leading up to the 30 days before your event, at which all final payments are due. Clients must adhere to the payment schedule outlined in the Event Timeline -- Exhibit B.: Venue Rental Agreement Page 6

## 11. CANCELLATION/RESCHEDULE POLICY

Prices may be subject to change when rescheduling your event date.

		<b>Event Center Fee</b>	<b>Wedding Coordinator Fee (if applicable)</b>	<b>Bar Fees (if applicable)</b>
<b>Cancellation</b>	More than 9 months prior to Event, Client qualifies for the following refunds:	Venue Rental Deposit is non-refundable.	Wedding Coordinator deposit and fees are non-refundable	n/a
	Less than 9 months prior to Event, Client qualifies for the following refunds:	Venue Rental Fee (deposit and/or final payments) is non-refundable	Only amount refunded or unused from other vendors for rentals etc. (Depending on each vendors cancellation policies)	50% total bar Fee <i>may</i> be refundable up to 30 days before Event IF clients alcohol has not been purchased.  Bar Fees non-refundable if less than 14 days before Event
<b>Rescheduling</b>	More than 9 months prior to Event, Client can apply the following to the new Event date	All Venue Rental fees will be kept and used for the further date.	All payments will be kept and used for the future date. Additional charges for any re-planning required.	100% of Bar fee will be kept and used for the further date.
	Less than 9 months prior to Event, Client can apply the following to the new Event date	Venue Rental deposit must be <u>re-paid</u> for each event date reserved. Other Event Rental Fees may be applied to the further date.	Some Coordinator fees will be kept and used for the further date. We will quote a custom cost depending on how much labor cannot be used for the second event date.	Bar Fees (deposit and/or final payment) can be applied to the new Event Date if more than 30 days before Event

## 12. NATURAL DISASTER/SEVERE INCLEMENT WEATHER

In the event of severely inclement weather that renders Double Creek Ranch to be unsuitable for the Event (as determined by DCR), 50% (fifty percent) of the Venue fee paid can be applied to a future Event date. If Client should elect not to re-book, no refund will be provided. Double Creek Ranch encourages Clients to purchase event insurance to offset this risk. Wedding coordinator fees will be quoted separately to cover additional labor to reschedule vendors, redecorate etc.

## 13. LATE AND REJECTED PAYMENT FEES

a. Late Payments: Client will be charged a late fee for overdue invoices (see the Miscellaneous Fees section of the Wedding Package Pricing section for details). If the Rental Fee is not paid in full at least thirty (30) days prior to the Event, Double Creek Ranch reserves the right to cancel the Event without refund. If your event is canceled for any reason we will not return any deposits or payments made, as we have provided labor and are not able to book another client for that date.

b. Returned Check/Declined Credit Card: In the event that any check is returned by the financial institution, or a credit card is declined, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for the Rejected Payment Fee (see the Miscellaneous Fees section of the Wedding Package Pricing document for details, Page 9).

## 14. PHOTOGRAPHS

Double Creek Ranch encourages vendors and Clients guests to take photos during the Event. DCR has the right to use any pictures taken on DCR property. DCR staff may take photographs at the Event and DCR reserves the right to use these photos for promotional purposes. It is understood by Client, their guests and vendors that attend an Event at DCR permission to use images of them, unless otherwise

stated. Access to any areas behind fencing or anywhere outside of the main lawns must be approved and/or guided by a DCR staff member.

#### 15. INDEMNIFICATION

Client shall indemnify, defend and hold harmless Double Creek Ranch (DCR), its owners, management company and employees 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.

This indemnity shall survive the termination of this Agreement. Client hereby releases DCR 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.

#### 16. DAMAGES AND SECURITY DEPOSIT

Client MUST provide proof of one million dollar insurance coverage where Double Creek Ranch must be named on the policy as the Certificate Holder. Client is responsible for any damages to The DCR Event Center and property that may have been caused by the Client and/or the Client's guests or vendors. Clients are required to adhere to the Venue 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. DCR will not involve itself in these efforts. Client is responsible for a Security Deposit based on the number of guests attending the Event.

The DCR Venue Manager will use reasonable best efforts to report any damages or loss of property to the Client on the day of the Event, however, some things may not be noticed until after the Event ends. DCR reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event. If damage has occurred, DCR will provide an itemized list to the Client and DCR staff will charge the damage amount to the Client's credit card that was held on file for such purpose. Client will be responsible for material replacement and labor costs to repair damage. Security deposits require having a credit card or check on file with the office at least 30 days prior to the event date. We do not charge your card unless there are damages, you will be notified of necessary charges ahead of time.

## Rental Agreement - Exhibit A

### The Double Creek Ranch Venue Usage Rules

Following are usage rules that must be followed by Clients, Client's guests and vendors. Non-adherence to these rules will lead to fines and/or damages. Fees are quantified in the Miscellaneous Fee section of Page 9.

1. **Moving DCR Décor/property** DCR Décor will be positioned by DCR staff members based on the final plan agreed to at the 30-Day Meeting. Wooden benches and arbors are not to be moved. Clients, vendors and/or guests are not permitted to use the golf carts unless driven by a DCR staff member. Client must pay for use of golf carts for guest or bridal party transportation. (Golf carts are included with Wedding Planning agreement or Decor Closet rental.)
2. **Decorating** Use of nails, screws or permanent fixtures or damages in any tree, fencing or equipment is prohibited. Zip ties or ribbon are recommended to hang decorations but must be properly disposed of after the event. Decorations or clients property used on or under a tent is subject to damage from rental companies if not removed by the time they come to pick up rentals, DCR is not responsible for removal or organization of clients property. All cleanup is required to be done by 10AM following the date of the event. If cleanup is not completed, part of your security deposit will be kept to cover the cost. Cleanup is included in our planning cost if you choose to hire us as planners.
3. **Candles – Melting wax candles** must be enclosed in clients containers (Not DCRs) to protect DCR from damage. The containers top edge must be higher than the candles flame and sturdy enough to

prevent tipping, even in high wind situations. DCR reserves the right to require candles be moved or put out. Any lanterns used in trees must have battery operated candles only.

#### 4. **Prohibited Items**

The following Items are NOT permitted at DCR: bird seed, rice, confetti, silly string, flame/loose flying lanterns, fireworks/sparklers, weapons, outside alcohol or illegal substances. These items are a danger to DCR, the farm animals, wildlife and other guests. If these items are used, Client will be charged a Prohibited Item Fee (see Miscellaneous Fee section of Wedding Package Pricing document) for each prohibited item used, and additional damage fees if necessary. Weapons or illegal substances are not permitted on the property in any way. Police may be called to remove anyone we deem a danger. The following items may be used: bubbles, lavender, real flower petals (or other similar organic materials). Balloons may be used in moderation and, to protect the farm animals, cannot be tied to any pasture fence. Balloons must be removed during the Access Period and any broken pieces must be placed in a trash receptacle. If balloons (inflated, deflated, or pieces) are left after the Access Period, Client will incur an Excessive Cleaning Fee (see Miscellaneous Fee section of Wedding Package Pricing document).

#### 5. **Rules for Client's Wedding Vendors (Client is responsible for communication of rules)**

**Florists:** May bring their own containers. All floral equipment and residue (flowers, petals or leaves, tape, wire etc) must be removed from the Event Center (building and grounds) during the Access Period, including arbor decorations, vases etc. DCR is not responsible for vases being damaged due to DCR staff, guests or rental staff.

**Music/Entertainment:** Clients and Client vendors must adhere to the following rules:

-Buncombe County sound ordinance in effect at 11:00 pm. All music must be at a lower decimeter (Determined by DCR staff)

All music must end by 12:00 AM unless discussed otherwise.

-All equipment must be installed and removed during the Access Period.

-DCR reserves the right to end Music/Entertainment for not following decimeter approved by DCR. Music must be lowered or turned off if an excessive noise complaint is filed during your event.

**Rental Equipment//Wedding Supplies:** Rental equipment/wedding supplies procured from outside vendors must be delivered and removed during the Access Period. Any damage done by outside vendors is responsible to clients.

6. **Smoking:** Smoking is permitted ONLY in designated areas. Guests must use ashtrays and dispose of butts/ashes after the event. Guests smoking outside of the designated area will be asked to go to the designated area. No illegal substances are permitted on the property.

## Rental Agreement - Exhibit B Event Center Timeline

		Document/ Information Due	Payment Due
At Booking		Venue Rental Agreement	\$500 Non-refundable deposit
9 Months Before Event	Wedding Coordination	Wedding Coordinator Contract	\$500 Non-refundable deposit
30 Days Before Event	Venue Rental	Final Event Guest Count – adjust Rental Fee if final count is higher than contracted guest tier	Remaining balance of Rental Fee
		Security Deposit	Valid credit card number or other form of payment (debit card not accepted)
	30-Day Meeting  Note: This information will be provided by 3 <sup>rd</sup> party Wedding Planner or will be compiled at 30 Day Meeting if using a DCR Wedding Coordinator	Wedding Planner Contract	Remaining balance of DCR Wedding Coordinator Fee (if applicable)
		Set time/schedule for wedding rehearsal	
		Event Timeline	
		Entertainment Agreement	
		Client Vendor Info Sheet	
	Alcohol	Liability Insurance for Alcohol	
		NC ABC Permit (copy) If serving liquor	
		Invoice based on Final Bar Quote and Final Bar Count	Full Balance of Bar Fee

## Rental Agreement - Exhibit C Double Creek Ranch Alcohol Policy

Any and all liabilities arising from the consumption of alcoholic beverages or illegal substances are the responsibility of the Client. All NC State Laws and Federal Laws must be adhered to at all times.

**Following are additional rules that must be followed by Clients, Client's guests and vendors. Nonadherence to these rules may lead to the cessation of bar service, expulsion, fees and/or legal proceedings.**

### 1. Service Guidelines

- All alcohol must be served by designated representatives of DCR.
- In compliance with the National Minimum Drinking Age Act, DCR reserves the right to request a valid form of identification to verify age of any guest.
- Per NC law, we can only serve one drink per person, per visit to bar.
- DCR does not serve shots.

- Bridesmaids/Groomsmen may bring One (1) standard size bottle of Wine/Champagne/Liquor OR 24 total beers or less per group to consume while getting ready. Any DCR staff has the right to limit or stop alcohol consumption on the property.

2. **Cessation of Service:** DCR reserves the right to refuse bar service to any guest/client/vendor.

- Specific behaviors that will result in expulsion or bar closure include, but are not limited to: Displaying intoxicated behavior, including but not limited to: swerving, slurring, stumbling/falling, knocking things over, fighting, yelling/arguing, destruction of property, disrespectful behavior (to other Guests, Vendors or DCR staff)
- Possession and/or consumption of a personal supply of alcohol – this includes private vehicles located in parking areas or alcohol brought to the Event Center from guests. Discovery of this will incur a damage fee.
- All bars shall close 30 minutes before the end of the event.

### 3. Bar Packages:

- The DCR Bar Packages do not include table service. Price of bartender(s) is separate from the determined per person alcohol price
- DCR reserves the right to determine appropriate levels of bar staff to maintain its standard of providing excellent and safe alcohol service.
- DCR may provide an estimate for the amount of alcohol recommended to serve each event. However, the final amount is at the discretion of the client. Final alcohol amounts must be determined by the 30 day meeting, afterwards no changes can be made and no extra alcohol will be purchased for distribution, even if certain types of or all alcohol runs out during the event. The bar will close early if all alcohol had been distributed.
- DCR will NOT provide alcohol beyond the amounts ordered by client.
- Clients or guests may NOT take home any leftover alcohol. Kegs are required to be returned for their deposit.
- DCR will not credit the client for unconsumed alcohol, or allow the client to take home what is left over after the event.

### 4. Liquor Bars:

- Clients are responsible to obtain a Limited Special Occasion Permit for an Event when spirits/liquor will be served. Permits may be obtained at [www.ncabc.com](http://www.ncabc.com). Client must provide a copy of this permit to DCR by the 30 day meeting.
- Clients must provide a list of alcohol they would like to be served at their event. DCR will only serve alcohol that has been approved by the 30 day meeting.

# 2021-2022 Venue Rental Pricing

## DCR Venue Rental Includes:

Building and Grounds	Decor	Services
<ul style="list-style-type: none"> <li>Use of both arbors</li> <li>Access to reception lawns and parking areas</li> <li>Use of power box</li> </ul>	<ul style="list-style-type: none"> <li>Wooden benches by the creek</li> <li>Use of fire pit if requested by 30 day meeting (tended by staff)</li> <li>Lawn games (If requested)</li> </ul>	<ul style="list-style-type: none"> <li>Event Manager on site throughout event for access, questions etc. (NOT for labor services)</li> <li>One-hour wedding rehearsal on the day previous to event (based on availability)</li> </ul>

	Hours of Access	# of Guests	Season
			Apr- Nov
Mon – Thurs	8 hrs	Up to 100	\$3,000
		101-200	\$3,200
		201-300	\$3,600
Fri-Sun	14 hrs	Up to 100	\$3,100
		101 to 200	\$3,600
		201 to 300	\$4,300

General Usage Hours	8 Hrs Access	14 Hrs Access
Set-up & Vendor Arrival	3:00-5:00pm	10am-4:00pm
Guest Arrival, Ceremony & Reception	5:00-10:00pm	4:00-11:00pm
Clean -up & Departure	10:00-11:00pm	11pm-12:00am

\*Weddings with guest count over 300 please ask for quote.

\*Venue Pricing does not include sales tax, C.C. fees, vendors, planning, restrooms, rentals, décor, dressing suites, security deposit etc.

Notes: \_\_\_\_\_  
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Hold Event Date Requirements	General Requirements	General Terms
<p>Wedding dates are secured on a first-come, first-served basis. To reserve a date, you must submit:</p> <ul style="list-style-type: none"> <li>Signed Venue Rental Contract</li> <li>\$500 Non-refundable deposit</li> </ul>	<p>Clients must also purchase the following services:</p> <ul style="list-style-type: none"> <li>DCR Bar services, if alcohol will be served</li> <li>Event Planner to handle vendors and day-of</li> <li>\$1M Insurance (Usual policy cost ~ \$140.00)</li> <li>Security deposit or credit card on file for damages and miscellaneous fees</li> </ul>	<ul style="list-style-type: none"> <li>DCR is not responsible for weather-related power interruptions.</li> <li>Prices subject to change until contract completion.</li> </ul>

### Services **NOT** Included in Venue Rental Pricing

- Alcohol or Bar services
- Wedding Insurance
- Security deposit
- Wedding Vendors Including: Officiant, Photographer, Florist, Entertainment, Catering, Dessert, Hair, Makeup
- Wedding Planning or Day-of Coordination
- Decorating services or storage
- Set up or tear down of rentals
- Trash cleanup
- Use of the main house for dressing (2 Suites can be rented per suite for 4 hrs before the event)

### Miscellaneous Fees:

Late Payment Fee	10% of remaining balance due
Rejected Payment Fee (Return Check or Rejected CC)	\$50 each
Damage Fee	Cost of Repairs PLUS \$100
Excessive Cleaning Fee	\$500
Use of golf carts (Included with Wedding Planning or Decor closet rental)	\$100/cart/ day

**THE CLIENT CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS EVENT CENTER RENTAL AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AND ITS APPENDICES AS WELL AS OTHER REFERENCED DOCUMENTS**

Please thoroughly read and sign the Venue Rental Contract. Then attach with the \$500 reservation deposit made payable to: Double Creek Ranch  
We also accept credit card or cash (in person only). Credit Card payments are subject to additional processing fees with Square.  
My signature indicates that I understand and agree with every part of this contract in full.

Client Name(s): \_\_\_\_\_

Client Signature(s): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Venue rental price: \_\_\_\_\_

< 100 guests M-Th: \$3,000 F-Sun: \$3,100

101-200 guests M-Th: \$3,200 F-Sun: \$3,600

201-300 M-Th: \$3,600 F-Sun: \$4,300

300+ Custom price\*

Planning contract required Y/N: \_\_\_\_\_ (Separate contract and price)

Contact information

Bride's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email address: \_\_\_\_\_

Groom's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email address: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event time: \_\_\_\_\_ Guest Count: \_\_\_\_\_

# in Bridal party: \_\_\_\_\_ # in Grooms party: \_\_\_\_\_

NOTES:

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Double Creek Ranch  
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