

**OAK GROVE PLANTATION
& GARDENS**

CONTRACT AND RENTAL AGREEMENT

CLIENT:	FUNCTION DATE:
FACILITY: Oak Grove Plantation & Gardens	RENTAL RATE:
TYPE OF FUNCTION:	NUMBER OF GUESTS:
*Hours of Use: (1 hour for wedding rehearsal, 5 hours for wedding	RENTAL DEPOSIT:
*Bridal Party Arrival:	CATERING DEPOSIT:

This agreement made and entered into this _____(Date), by and between *E.T.C.*, a Georgia Corporation, (hereinafter referred to as "Company") and _____ (hereinafter referred to as "Client"):

WITNESSETH

For and consideration of the mutual covenants contained in this agreement, the parties covenant and agree as follows:

1. **RENTAL OF PREMISES:** Company does hereby lease to the Client and Client does hereby rent from the Company, the premise owned by Company, known as "*OGP & G*" with offices located at 4537 North Highway 29, Newnan, Coweta County, Georgia, for the time and date set forth above, upon the terms and conditions contained in this contract.
2. **RENTAL RATE:** The rental rate shall be \$____ for up to 100 guests and ½ shall be paid upon the execution of this agreement. Should the Client request use of the premises beyond the rental period, Client shall pay Company \$500.00 per hour each hour or part thereof after the rental period expires. Extended rental time must be agreed upon at or before the final planning session for the particular event, and should the parties agree to an additional hour, then, at the final planning session, Client shall pay the Company for that additional hour at the above hourly rate. Client shall pay \$50.00 per person minimum charge in excess of 100 guests.
3. **PROVISION FOR OPTIONAL CATERING SERVICES AND EVENT PLANNING: MINIMUM FOOD CHARGE:** Company can, in addition to renting the above property to Client, provide catering and event planning consultation services. If this option is selected, Company agrees to, with the assistance of Client, plan and prepare the catered event which could consist of the following:
 - a. Preparation of various food, beverages and desserts.
 - b. Furnishing of flowers and other decorations.
 - c. Providing of such other services and items as may be agreed between parties. The cost and charges for food, beverages, desserts, flowers and such other services are set forth on the attached schedules as applicable. Client agrees to pay for such items at the rates and costs described therein.

4. **CATERING DEPOSIT:** Client shall pay a catering deposit in the amount of 50% of catering charge at the time of the initial planning session.

5. **CANCELLATIONS, DEPOSITS REFUND & DATE TRANSFERS:**

- a. **Rental Deposit:** Client acknowledges that the deposits required in the Agreement are to secure the desired date and time for use of the facilities, and that once Company accepts the deposit, it will not let the premises to others seeking the same date and time. The rental deposit is therefore nonrefundable and should Client cancel the scheduled event, the Company shall be entitled to retain the deposit as liquidated damages. However, if the event is canceled more than 120 days prior to the rental date, and if the event is rescheduled by either Client or Company, Company shall refund all of the rental deposit to Client or apply the rental deposit to the rescheduled function or event. If Client cancels the event less than 120 days prior to the function date, Company shall retain \$500 of the rental deposit as liquidated damages, not as a penalty, regardless of whether or not the event is rescheduled.
(Initial)
- b. **Catering Deposit:** Should Client, for any reason, cancel or rescind this contract less than 120 days prior to the function, the Company will incur costs and damages which would be difficult, if not impossible, to measure because of commitments, orders, and services that must be planned and paid for by Company in reliance on this contract. Therefore, should Client cancel or rescind within 120 days of the function date, Company shall retain, as liquidated damages and not as a penalty, the catering deposit.
(Initial)
- c. **Date Transfers:** Within thirty (30) days of the execution of this Agreement, Client may select another specific date and time for the function, if that date and time has not been previously reserved by Company for another Client. Any such charge made within this 30 day period will not result in any charge to the Client.
(Initial)

Any change of lease date after 30 days from the date of the execution of this Agreement shall require payment by Client of a \$300 transfer fee. Any "postponement", i.e. a change of function dates without a specific new function date being reserved, shall be deemed a cancellation, and the provisions of paragraph 5 above shall apply.

Any attempt to transfer the function date within the 120 days prior to the contract date, will not be accepted by company and will be deemed a cancellation, and provisions of paragraph 5 above shall apply.

6. **PAYMENT SCHEDULE:** Client shall pay, in full, the balance of all charges for the event by check, cash, credit card, certified check or money order at least 30 days prior to the actual function date. If this lease agreement and contract is for a series of events, then the balance of charges owing for each event shall be paid within 30 days of each scheduled event, unless otherwise specifically agreed upon, in writing, by the parties. Failure of Client to pay the balance of the charges due within 30 days prior to the function date shall be deemed a breach and cancellation of this contract, and Company shall retain the deposits and Client shall pay the additional amounts due, pursuant to paragraph 5 above.

The Company applies a 10% service charge for setup, and cleanup for all events. Georgia sales tax is applied to this service charge. A \$25.00 processing fee will be charged on all returned checks.

7. **CLIENT'S CONDUCT; GUESTS' CONDUCT:** Client acknowledges full and complete responsibility for all of its guests and attendees at the above described function. Client shall be responsible for the conduct of those persons. Client, Client's family, guests and invitees shall not act in a disorderly, boisterous or unlawful manner, and shall not engage in any conduct which disturbs the rights, comforts or convenience of residences within the vicinity of the leased premises. Company specifically reserves the right to control and regulate the method, manner and time of any outside entertainment. Alcohol is not permitted on the property.
8. **DAMAGES TO PREMISES:** Client shall indemnify and hold harmless Company from and against any and all damages to the premises, equipment, fixtures, or other property of the Company caused by Client's guests, agents, licensees or employees. Upon the determination of any such damage, Company shall immediately notify Client, in writing, of damages. Client may, at it's option, either repair the damage, replace the damaged or destroyed personal property, or pay for the repair

or replacement of such items. Client shall cause the repairs to be completed, the property to be replaced, or pay for such damages within 5 days of receipt of notice from Company of the damage. Said costs and damages shall be considered as additional rent.

- 9. **INDEMNITY AND HOLD HARMLESS:** Client does hereby agree to protect, indemnify and hold harmless Company from and against all claims for damages to persons or property arising out of, or resulting from, any damage or loss alleged to have been sustained by Client, Client's guests, agents, licensees or employees arising out of Client's use of the premises and facilities. Client shall, likewise, indemnify Company for all expenses incurred by the Company in defense of any such claims including reasonable attorney's fee and costs of litigation.
- 10. **SUBLETTING AND ASSIGNMENT:** This rental agreement and contract shall not be assigned or sublet by Client without the prior written consent of the Company.
- 11. **TIME OF ESSENCE:** Time is of the essence in this agreement.
- 12. **SUBORDINATION:** Client's rights hereunder are subject to and subordinate to any deed to secure debt or other security instrument now or hereafter placed upon the premises by the company.
- 13. **GOVERNING LAW:** This agreement shall be governed and construed under the laws of the state of Georgia.
- 14. **WRITTEN MODIFICATION:** This agreement, together with any special stipulations or schedules attached hereto, constitutes the entire agreement between the parties. There are no other verbal understandings or agreement not embodied herein. No modification of any provision of this agreement, or waiver of any provision of this agreement, shall be valid unless such notification is in writing, and signed by all parties hereto.
- 15. **HOUSE POLICIES:** Client acknowledges the House Policies governing the use and occupancy of the premises, and that Client has fully read and completely understands all of the terms, regulations and rules contained therein. Client further agrees to be bound by those house policies, and will make all of the guests aware of said house policies. The house policies are incorporated by reference into this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS THE ____ DAY OF _____, TWO THOUSAND AND FIVE.

OAK GROVE PLANTATION & GARDENS

BY: ELIZABETH C. TEDDER

CLIENT:

Address

Home Telephone Number

Other Telephone Number

Revised: 2/05