

WINCHESTER
LIVERY

Winchester Livery

*A renovated historic event and community space
that was erected in 1894 as a livery stable.*

2020 Rental Rates:

Saturday Rental Day Rate \$850 +

\$100 Non- Refundable Cleaning & Supply Fee

• Renter has access to property beginning at 6:00 AM Saturday with access ending at 11:59 PM day of rental. \$500 security deposit. (Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).

Saturday Half Day Rental Day Rate \$425 +

\$100 Non- Refundable Cleaning & Supply Fee

• Renter has access to property for four hours. \$500 security deposit. (Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).

Friday & Sunday Day Rate - \$500 +

\$100 Non- Refundable Cleaning & Supply Fee

• Renter has access to property beginning at 6:00 AM Day of rental with access ending at 11:59 PM day of rental. \$500 security deposit. (Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).

Friday & Sunday Half Day Rate - \$250 +

\$100 Non- Refundable Cleaning & Supply Fee

• Renter has access to property for four hours. (Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).

Monday- Thursday Day Rate \$250 +

\$100 Non- Refundable Cleaning & Supply Fee

• Renter has access to property beginning at 6:00 AM Day of rental with access ending at 11:59 PM day of rental. \$500 security deposit. (Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).

Monday- Thursday Hour Rate \$75 +

\$100 Non- Refundable Cleaning & Supply Fee

• Renter has access to property for ONLY as many hours as reserved and paid for. \$500 security deposit. (Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).

Weekend Package Deal (Friday, Saturday, & Sunday) - \$1,500+

\$100 Non- Refundable Cleaning & Supply Fee

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- Renter has access to property beginning at 6:00 AM Friday of rental with access ending at 11:59 PM Sunday. \$500 security deposit. (Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).

Non-Profit Rental Rate - Half of Day Rates (Does not include hourly rates) + \$100

Non- Refundable Cleaning & Supply Fee

- *(Renter's credit card number is kept on file and \$500 is only deducted from account if Renter does not meet requirements set forth in contract).*
- *Renter must show IRS proof of 501c Non-Profit Status*

Rental Information & Contract Agreement

Contract Agreement

For valuable consideration heretofore received, Winchester Downtown Program Corporation, (hereinafter referred to as “WDPC”) does hereby agree to lease to the party(ies) identified herein (hereinafter referred to as “Renter”) the use and occupation of the Winchester Livery at 122 North Jefferson Street Winchester, TN 37398 for the date(s), time(s) and purpose set forth in herein. Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

- 1. Booking Deposit:** Upon scheduling an event with the Winchester Livery, Renter shall pay fifty (50%) of the total balance due to reserve the Winchester Livery venue. **The Renter’s event shall not be scheduled until Renter pays booking deposit.** The renter understands and agrees that Renter’s booking deposit will be forfeited and the scheduled event will be canceled in the event the renter fails to make any payment scheduled and set forth in paragraph 3 of this agreement.

- 2. Security Deposit:** Renter’s credit card must be kept on file with WDPC through their booking software with a \$500 security deposit being charged to Renters card if Renter does not meet requirements set forth in contract. The security deposit is to insure prompt payment of all fees and charges of this agreement, to insure compliance with all rules and regulations as set forth in the addendum 1 attached hereto entitled “Winchester Livery Rules”, to insure cleaning requirements are met as set for in addendum 3 attached hereto entitled “Winchester Livery Cleaning Requirements” and to reimburse and indemnify WDPC for any damages incurred during the scheduled event. **The Renter’s event shall not be scheduled until Renter’s credit card information is on file. The Renter understands and agrees that Renter’s security deposit will be forfeited and the scheduled event will be canceled in the event of the following:** 1) the Renter fails to make any payment scheduled and set forth in in paragraph 3 of this agreement; 2) the Renter violates or fails to comply with any of the terms of the agreement; 3) the Renter, its guests, vendors and attendees causes damage to or alters the premises, furnishings, equipment, or any of the amenities provided by WDPC or part of the Winchester Livery without the prior written consent of the management of WDPC; or 4) in the event the Renter, its guests, attendees, and vendors violates any of the rules Winchester Livery. Should Renter not comply with all terms and obligations of this agreement, Renter shall be notified before \$500 security deposit is charged.

- 3. Rental Fee Terms:** Renter agrees to pay all Venue Rental Fees and Charges as set forth herein as follows:
 - A. Renter shall pay fifty (50%) of the total balance due at time of booking as set forth in paragraph 1 of this agreement at the time the Renter’s event has been scheduled with WDPC.
 - B. Renter shall put a credit card on file with WDPC through booking software as the security deposit as set forth in paragraph 2 of this agreement at the time the Renter’s event has been scheduled with WDPC. Subject to the provisions of this agreement, the security deposit of \$500 will not be

charged to Renter's credit card if the Renter has complied with all terms and obligations of this agreement. Should Renter not comply with all terms and obligations of this agreement, Renter shall be notified before \$500 security deposit is charged.

C. The Renter shall pay balance of the Venue Rental Fee, and all other fees and charges ten (10) days prior to the scheduled event.

4. Rules and Regulations of the Winchester Livery: The Renter understands and agrees to comply with all rules and regulations WDPC sets forth in Addendum 1 of this agreement entitled "Winchester Livery Rules and Regulations." By signing this agreement, the Renter acknowledges that Renter has read and understands the rules and regulations and agrees that the Renter, guests and attendees of the Renter's scheduled event shall follow and comply with all rules and regulations of Winchester Livery and WDPC. The Renter understands that Renter's security deposit will be forfeited in the event the Renter or any of the Renter's guests or attendees violates any of the rules and regulations, unless the management of WDPC grants the Renter a written waiver as to one or more of the rules and regulations set forth therein.

5. Cleaning Requirements: The Renter understands and agrees to comply with all rules and regulations WDPC sets forth in Addendum 3 of this agreement entitled "Winchester Livery Cleaning Requirements." By signing this agreement, the Renter acknowledges that Renter has read and understands the cleaning requirements and agrees that the Renter, guests and attendees of the Renter's scheduled event shall follow and comply with cleaning requirements of Winchester Livery. The Renter understands that Renter's deposit will be forfeited in the event the Renter or any of the Renter's guests or attendees violates any of the cleaning requirements, unless the management of WDPC grants the Renter a written waiver as to one or more of the cleaning requirements set forth therein.

6. Venue: WDPC agrees to provide the use of the Winchester Livery venue for the use and benefit of the Renter for the dates and times set forth set forth herein. Unless otherwise provided, the Renter may use the premises of the Winchester Livery. The Renter and the management of WDPC will discuss and plan the space Renter will need and utilized during the scheduled event. By signing this agreement, the Renter understands and acknowledges that WDPC has clearly described the areas inside the Winchester Livery that can be used for the scheduled event and the areas inside and outside of the Winchester Livery that cannot be used or accessed by the Renter and its guests, vendors and attendees without the written consent of the management of WDPC.

7. Event Amenities: WDPC agrees to provide amenities for events scheduled at the Winchester Livery as set forth in Addendum 2 entitled "Winchester Livery Amenities." The management of WDPC will be responsible for the set-up and take down of all amenities provided by WDPC at the Winchester Livery for the Renter's scheduled event. Unless explicitly provided by this agreement, and subject to the rules and regulations of WDPC and the Winchester Livery, the Renter shall be responsible for providing all additional amenities, furnishings, dining ware, cutlery, utensils, service equipment, floral arrangements, decorations, and accessories for the scheduled event. Unless prior approval has been obtained from management, the Renter must remove all amenities, furnishings, dining ware, cutlery,

utensils, service equipment, floral arrangements, decorations, and accessories belonging to the Renter from the venue by 11:59 p.m. on the date of the event. Any item left on the property of Winchester Livery more than 10 days from the date of the scheduled event will be deemed abandoned by the Renter and the item will become the property of WDPC and the management may dispose of the item at its discretion.

8. Occupancy: The Renter understands and acknowledges that the Winchester Livery has a maximum occupancy of 299. Renter agrees to comply with occupancy limits of the Winchester Livery and the Renter will not allow more than 299 people to attend the scheduled event.

9. Alcoholic Beverages: The management of the Winchester Livery does not sell or serve alcohol to the Renter or guests of the Renter at any scheduled event. Unless the management of Winchester Livery gives explicit consent to the Renter, no alcoholic beverages are allowed on the premises or property of Winchester Livery. If the Renter or any guest is found in possession of alcohol, consumes any alcoholic beverage while a guest at Winchester Livery without the express consent of the management of Winchester Livery, or if an individual in attendance to a scheduled event at Winchester Livery is, in the discretion of the management, impaired due to an intoxicant, that individual will be asked to leave the premises and the Renter's deposit will be forfeited. Renter must provide a Certificate of Liability Insurance 30 days prior to the event if alcohol is to be served at the event. This insurance certificate must explicitly state the following conditions:

1. \$1,000,000 Bodily Injury and Property Damage Liability Limits;
2. \$1,00,000 Host Liquor Liability must be specifically included in the above coverage;
3. The WDPC, it's owners, officers, agents, and employees must be named as additional insured for any claim or claims resulting from or growing out of the Renter of event.

Failure to provide evidence of this insurance to the coordinator, 30 days prior to event, can cause immediate cancellation of your event. Cancellations resulting from failure of renter to provide WDPC with a proper and timely certificate of liability insurance will be treated as a renter cancellation occurring less than 30 days prior to the event.

10. Smoking and Use of Candles, other Flammables: Smoking and the use of candles, other flammable materials and substances are strictly prohibited at Winchester Livery. The Renter agrees that no candles or other flammable materials and substances will be used or ignited at the scheduled event and no smoking will be permitted at the Winchester Livery.

11. Set-up and Event Hours: The venue will be open and available to the Renter, vendors, and musicians engaged for the scheduled event for set-up of decorations, staging and amenities from beginning Day of Rental as described in Rental Rates. The venue will be open and available to the Renter, vendors, caterers, musicians and all others for set up on the date of the event(s) Day of Rental as described in Rental Rates. Unless waived by the management of WDPC, the Renter agrees that all guests must leave and vacate the event venue no later than 11:59 p.m. day of rental of Winchester Livery. Renter agrees to remove all amenities, furnishings, dining ware, cutlery, utensils, service

equipment, floral arrangements, decorations, and accessories Renter brought to the venue by the Renter for the scheduled event by 11:59 p.m. on the date of the event or, in the event the Renter has booked a multi-day event, the last date of the event.

12. Cancellation of Event: The Renter may cancel the scheduled event by providing the management of WDPC written notification no later than sixty (60) days prior to the scheduled event. In the event the Renter cancels the scheduled event more than sixty (60) days prior to the scheduled event, the Renter will forfeit the Booking Deposit pursuant to paragraph 1 of this agreement, but the management of WDPC will release the Renter from any further obligations provided under the terms of this agreement. In the event the Renter cancels the scheduled event without providing the management of WDPC written notification of the cancellation sixty (60) days prior to the scheduled event, the Renter shall be responsible for the full Venue Rental Fee and all other fees and charges provided in this agreement or incurred by the management of WDPC to enforce the terms of this agreement. In the event WDPC is unable to fulfill its obligations under the terms of this agreement due to natural, legal, or other circumstances beyond the reasonable control of the management of WDPC, WDPC will offer Renter alternative available dates to reschedule the Renter's event or, in the alternative, offer the Renter a full refund of the Renter's Booking Deposit. The parties agree that this is the sole and exclusive remedy of the parties hereto for cancellation of the scheduled event by either party.

13. Damage to Venue: The Renter agrees to be responsible for any and all damage caused by Renter, its guests, and attendees to the scheduled event and any and all vendors, musicians, ministers, caterers and other parties engaged by the Renter to provide services, meals, decorations, entertainment or support for the scheduled event to venue, including the Winchester Livery, the premises and property of WDPC and any and all equipment, fixtures, tools and other personal property located at Winchester Livery.

14. Disclaimer and Indemnity: The management of WDPC, its agents, employees and family members are not responsible for damages and injuries the Renter, guests and attendees may sustain or suffer and/or thefts to or the loss of property that the Renter, guests and attendees may incur while attending a scheduled event at Winchester Livery. The Renter agrees that the Renter, its guests, vendors and all attendees to the scheduled event will stay within the event venue identified by the management of Winchester Livery. The Renter further agrees to insure that a responsible adult will properly supervise all children and minors and that all children and that all minors will adhere to and comply with all rules and regulations of the Winchester Livery. The management of WDPC reserves the right to eject any person or persons from the property of Winchester Livery found to be in violation of the Winchester Livery Rules and Regulations, that becomes a nuisance to the public, demonstrate and or uses objectionable language and behavior, or becomes a danger to the safety of the public. The Renter agrees to indemnify, defend and hold harmless WDPC, its management, agents, and employees, from and against any and all claims, demands, suits, losses, damages, injuries and liabilities, including attorney's fees, costs and expenses incurred in connection with or during the performance of this agreement and from and against any and all claims, demands, suits, losses, damages, injuries and

liabilities, including attorney's fees, costs and expenses asserted by any guest of Renter against WDPC, its management, agents, and employees.

15. Enforcement of Agreement: The parties hereto agree that this agreement shall be interpreted under the laws of the State of Tennessee. The agreement was executed on the date provided herein in Franklin County, Tennessee. The Renter agrees to be responsible for all costs incurred by WDPC and the management thereof, including reasonable attorney fees and legal expenses, to enforce this agreement.

Venue Rental Fees and Charges:

A. Total Venue Rental Fee:

\$ _____

B Payment Schedule:

1. One-half of Venue Rental Fee & Charges (60 days prior to scheduled event):

\$ _____ DATE DUE:

2. Balance of Fees & Charges (10 days before the Scheduled Event):

\$ _____ DATE DUE:

3. Refund of Deposit (Subject to Terms of Agreement):

\$ _____ DATE DUE:

Dated: _____, 20__

BY: _____

Stephanie Wilson, Executive Director
Winchester Downtown Program Corp.

BY: _____

Renter
(Print Name)

Addendum 1

Winchester Livery Rules and Regulations

1. Smoking, Candles, Flammable material and substances are prohibited.
2. No Alcoholic beverages are allowed at Winchester Livery, unless approved by the management of WDPC.
3. The management of WDPC must approve any alterations to the Winchester Livery, furnishings, amenities or property of WDPC must be approved by management.
4. Do not slide tables, heavy furniture or equipment in the Winchester Livery. Damage to the Winchester Livery floor and/or walls will result in a charge for the cost of repair to the Renter.
5. All personal belongings of the Renter and guests of the Renter **MUST** be removed the night of the event, ceremony or reception.
6. Children under 14 years of age must be supervised by a responsible adult.
7. Confetti, glitter, paint, sparklers, rice, bird seed, and artificial flower petals are strictly prohibited on the venue premises.
8. No firearms or weapons are permitted on the premises of the Winchester Livery.

Addendum 2 **Amenities**

Venue

You have access to 3600 sq. ft. historic, newly renovated building during your rental featuring stained concrete floors, exposed brick walls, shiplap walls, cedar and steel beams, classic american lighting, and more. Venue includes handicap accessible men and women restrooms. Venue layout on Page 13.

Open Vendor Policy

122 North Jefferson Street has an OPEN VENDOR POLICY meaning you can bring in any licensed and insured vendor.

Bar Service

Clients are welcome to provide their own alcoholic beverage package after approval from WDPC and providing proof of liability insurance. All alcoholic beverages must be served by a Tennessee Licensed Bartender.

Elegantly Furnished

Rental includes the use of (14) 9' folding pine wood farm table, (10) 60 inch round plastic tables, (10) 36" round plastic cocktail tables, 200 fruitwood folding chairs with tan padded seats.

Built In Sound System, Projector & Screen, and Stage

This equipment is compatible and can easily be used by any client. Should you wish to hire a band or DJ, they will need to provide their own equipment.

Support

Upon arrival on the day of rental you will find a Renter's Manual in the catering kitchen which includes details on how to use the AV Equipment, how to access supplies, WIFI information, contact information, etc.

Catering Kitchen

Key

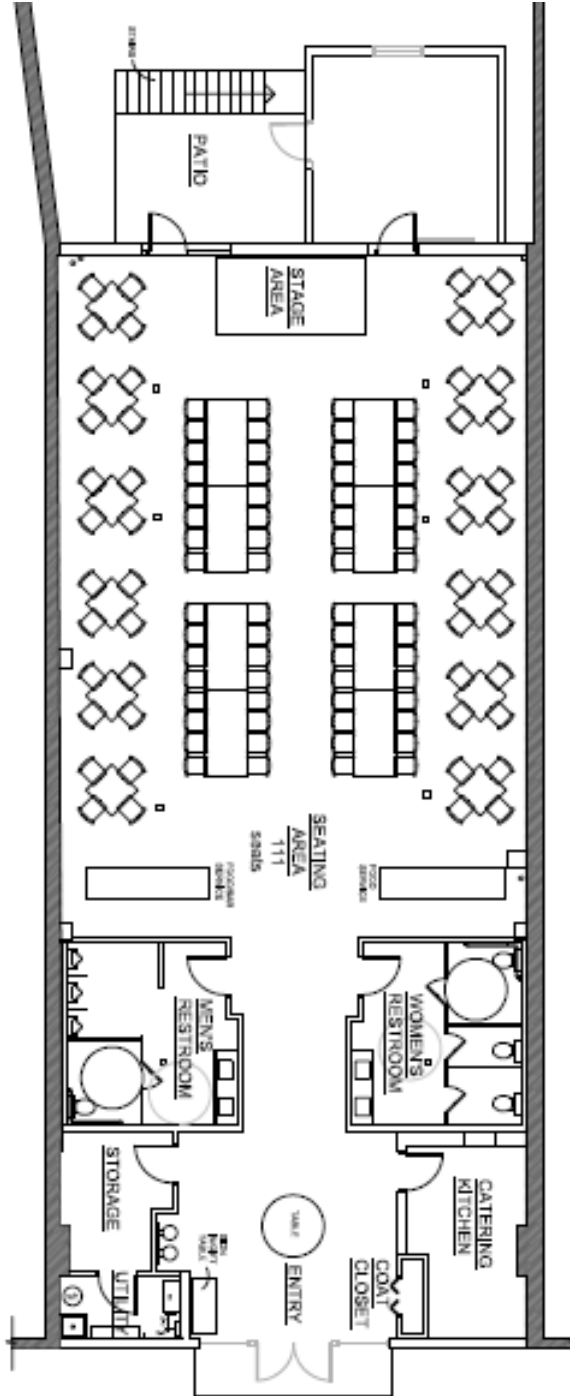
You may make arrangements to pick up the key to the Livery up to two days prior to your rental.

Wifi Included with rental.

Addendum 3
Cleaning Requirements

- Leave Winchester Livery in same condition as when you arrived.
- AV Equipment must be intact and without any defect or damage.
- Chairs must be wiped down and stored in storage closet located at the back of the building (with sliding door).
- Renter must place all trash in trash bags and trash cans.
- Renter agrees to remove all amenities, furnishings, dining ware, cutlery, utensils, service equipment, floral arrangements, decorations, and accessories Renter brought to the venue by the Renter for the scheduled event by 11:59 p.m. on the date of the event or, in the event the Renter has booked a multi-day event, the last date of the event

Building Layout



OPTION C

TABLES (SQUARE)	(12)
SEATS (per table)	(4)
SEATING = 48	
TABLES (RECT.)	(8)
SEATS (per table)	(8)
SEATING = 64	
TOTAL SEATING = 112	