

The Millstone vs 5.9

The Millstone

(423) 943-2894

info@themillstonetn.com

Wedding and Special Event Venue Contract

CLIENT INFORMATION:

Lessee/Clients:

Name, Phone: _____

Address: _____

Email Address: _____

Name, Phone: _____

Email Address: _____

Address: _____

Permanent Address for Future Correspondence: _____

Payment Contact: _____

Phone: _____

Email: _____

Event Information:

Projected Guest Count: _____

Event Day and Date(s): _____

Ceremony Time (Estimate): _____

PAYMENT INFORMATION:

Down Payments: A \$1,000 down payment, along with acceptance of contract, is required to reserve Millstone for your specified dates. The down payment goes toward the total rental fee. Monthly payments are expected in a prorated amount, and the balance is to be paid in full by 90 days before event. **Down payment is nonrefundable.**

Damage Deposit: CLIENTS of Millstone are liable for all damages to the facility, furnishings, equipment, and grounds. The renter is also responsible for any damages incurred by contract labor, rental company, vendors, support staff, and guests. A \$500 deposit will be held as a damage deposit if no alcohol is being served. If alcohol is being served, the damage deposit is \$750. The damage deposit is to be paid in full no less than 14 days prior to the event. Payment is to be made through Venmo (preferred method), by check or by cash. The payment will be returned upon completion of event within 7-10 days, assuming venue is left in satisfactory condition.

Date Changes: Millstone will make every effort to accommodate date changes if needed. The CLIENT(S) acknowledges that in the event of a date change, they forfeit their Down Payment of \$1,000. Date changes must be agreed to in writing.

Cancellations: If rental is canceled prior to 365 days before event, proceeds will be returned less the \$1000 Down Payment. If rental is cancelled 365 days or less before event all payments made are nonrefundable.

Amendments: It is critical for both parties that any changes to this contract be solely expressed and confirmed in writing. Oral representations are not valid.

Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement 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 Agreement.

Applicable Law: This Agreement shall be governed by the laws of the state of Tennessee and Washington County.

Venue Representative: Millstone, at its discretion, will provide a representative to be at your event. He or she is there to address any needs you may have as it results to the venue and protect the venue's interests.

***If you would like the Millstone representative to handle trash throughout and at the end of the event as well as table and chair break down, there is an additional fee of \$150. You may select this option under "A La Carte"**

Act of God: In the event of severe weather including but not limited to flooding, neither Millstone nor the CLIENT will be held accountable for cancellation of event. If not legally permitted to have the event, i.e., pandemic, or other, we will reschedule your event within a "6" month period with no penalty.

RULES AND REGULATIONS:

Candles: NO use of candles is permitted inside the mill or any other structures on the property. Candles are permitted outside as long as they are safely contained.

Confetti/Glitter: **NO GLITTER** is allowed, and only water-soluble confetti is allowed. Should imitation petals be used outdoors CLIENT is responsible for picking up and disposing of.

Decorations:

- NO nails, staples, screws, etc. are allowed in trees, floors, or on sheetrock walls
- In some applications, it may be granted to adhere to beams inside the mill. ALL fasteners must be removed. CLIENTS **must** get plans approved by a Millstone representative.
- The only adhesive material allowed to be used is “painters tape”.
- CLIENTS **must** remove any brought decorations from venue property at specified checkout times as stated on the package details **before (9:00AM)**.

Tables and Chairs: The Millstone will provide up to 260 chairs, (17) 5’ round tables, (2) 6’ rectangular tables, one 32” round cake table, and (3) 8’ rectangular tables for your event.

Footprint: Included in your rental is use of the entire property: including the mill, bridal cabin, grounds, and parking areas. Guests are not allowed to fish or play in the creek or pond.

Catering: The Millstone places no restrictions on what company you use for catering if they are licensed and properly insured. We do insist that they complete a proper cleanup.

Smoking: There is NO SMOKING inside any building. Smoking is allowed outside, but “filters” must be disposed of in designated urns.

Cleanup: It is The Millstone’s expectation that all trash is gathered and placed in designated dumpsters. Trash cans are to be emptied, and any spills must be cleaned up. ALL decorations **MUST** be removed, including fake flora, etc. If imitation petals are used outside they must be gathered and disposed of. All cigarette butts must be placed in the appropriate receptacles located on the property. Failure to do so will result in damage deposit reductions. A Millstone representative will be present at the end of the event to do an inspection. Please also note that any bodily fluids expelled on Millstone property will result in the loss of the damage deposit based on the amount of damage done from said body fluids.

Overnight Stay: The wedding couple will receive a complimentary overnight stay on property. If any other person stays, except on the first night of a 2 night package, it is considered an additional overnight stay and is subject to a fee of \$60 plus tax per person. A maximum of 10 people can stay on property with the addition of an overnight stay.

Music: must be off by 10:00PM.

All activity must be kept inside after 11:00 PM.

The Millstone

Photo Release: CLIENTS hereby consent and agree that The Millstone has the right to take photographs, videotape, or digital recordings of the event and use this media for the purpose of advertising. CLIENTS consent those names and identity may be revealed therein by descriptive text or commentary. CLIENTS understand that there will be no financial or other remuneration for recording or photographs.

Removal of Brought Items: If your event brings on premise items or props such as: tables, chairs, linens, tents, music equipment, decorations, etc., those items **MUST be removed by 9 AM** the morning following your event day. Failure to do so may result in loss of damage deposit. Any deviation from this policy **MUST** be agreed to in writing by The Millstone.

Request to Move Furniture: If the client wishes to move/rearrange any furniture in the Millstone main house or bridal cabin, they must receive permission first. It should be noted the Twig Arbor in the ceremony area is considered a permanent structure and may not be moved. Upon approval, it is the clients' responsibility to move said furniture and replace it back to its original location at the end of the night. Failure to do so will result in loss of ½ of the damage deposit.

Children must remain in the lighted areas and always supervised by their parents. If the Millstone is required to tidying up any landscaping, we will keep ½ of your damage deposit for our time spent repairing these areas. Ex) placing rocks back, mulch, tidying up flowerbeds, pruning broken tree branches, flower, or shrubs from being pulled on or playing in them, replacing or straightening up up-lighting from children playing in the beds.

-No climbing on fences or gate

-No playing in flowerbeds

-No playing in the creek, with rock beds or throwing rocks

-Destructive Horseplay will not be tolerated. Parents will be asked to leave property if behavior is not corrected.

Conduct: The Millstone takes pride in treating our clients and guests with the upmost respect and kindness. In return we, the owner, and our staff, expect to be treated the same. We reserve the right to have uncooperative or verbally abusive clients, family or guests removed from the premise.

Mother Nature: Please be aware we do all we can to control the pests, insects and animals normally found outside in nature, especially near water. Client(s) is aware that the Millstone is not responsible or liable in any way shape or form for any bites, stings etc. that is a result of said pests, insects, and animals.

Waiver of Liability: You voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to you or your guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your guests may experience or incur in connection with attendance at your event. On your behalf, and on the behalf of your guests, you hereby release, covenant not to sue, discharge, and hold harmless The Millstone and our staff members, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any claims based on the actions, omissions, or negligence of the venue, employees, vendors, agents, and representatives. This applies as well to COVID-19 infections occurring before, during, or after participation in your event.

PACKAGE INFORMATION:

- **Weekday Package (two consecutive days) (\$2,950):** Monday-Thursday Event. Weekday access begins at 11:00am, overnight for the couple and additional guests on the first night. Overnight for bride and groom only on the second night. Must exit the premises by 9:00am. Includes parking attendant and table and chair setup.
- **Thursday/ Friday Package (\$4,550):** Thursday event. Thursday overnight for the couple and additional guests. Friday event. Friday overnight for bride and groom only. Includes a parking attendant, and table and chair setup. Thursday access beginning at 11:00am. Must exit the premises by 9:00am Saturday morning.
- **Friday/ Saturday Package (\$6,350):** Friday Event. Friday overnight for the couple and additional guests. Saturday Event. Saturday overnight for bride and groom only. Includes a parking attendant, and table and chair setup. Friday access beginning at 11:00am. Must exit the premises by 9:00am Sunday morning.
- **Saturday Package (\$4,700):** Saturday Event. Saturday overnight for the couple. Includes a designated 1 hour rehearsal time throughout the week, parking attendant, and table and chair setup. Saturday access beginning at 11:00am. Must exit the premises by 9:00am Sunday morning.
- **Sunday Package (\$3,650):** Sunday Event. Sunday overnight for the couple. Includes a designated 1 hour rehearsal time throughout the week, parking attendant, and table and chair setup. Sunday access beginning at 11:00am. Must exit the premises by 9:00am Monday morning.

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Itemized Pricing
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A La Carte

<input type="checkbox"/> Monday – Wednesday Event	\$1,600
<input type="checkbox"/> Heat Lamps (includes 1 canister of propane)	\$50 ea.
<input type="checkbox"/> Alcohol Premium	\$150
<input type="checkbox"/> Additional Event Staff (4hrs)	\$150
<input type="checkbox"/> Millstone Cleanup	\$150
<input type="checkbox"/> EZ Up Canopy	\$40
<input type="checkbox"/> Roof Top Bar	\$300
<input type="checkbox"/> Mobile Bar	\$100
<input type="checkbox"/> Outdoor Cocktail Tables (6)	\$30/total

Packages

<input type="checkbox"/> Weekday Package	\$2,950
<input type="checkbox"/> Thursday/ Friday Package	\$4,550
<input type="checkbox"/> Friday/ Saturday Package	\$6,350
<input type="checkbox"/> Saturday Package	\$4,700
<input type="checkbox"/> Sunday Package	\$3,650

Total: _____

- Event party size is limited to 162 patrons.
- Should party size exceed 162 patrons a 10% premium will be charged.
- Rental agreement is subject to sales tax.
- A 5% discount can be applied if paid in full upon signing as long as it is at least 9 months prior to event date.
- 15% discount for weddings occurring in December, January and February.
- Check out and check in times **must** be adhered to. Check in time is 11:00AM and Check out time is 9:00AM. Clients will be billed \$250 per hour for late check out/early arrivals.

Payment may be mailed to: The Millstone, 6 Edgewater Ct, Johnson City, TN 37615

Make checks payable to: The Millstone

Alcohol Consumption Policy:

Any event or venue rental at The Millstone is solely responsible for the safety and wellbeing of its patrons. This includes the proper serving and age verification procedures of any alcoholic beverages. Alcoholic beverages are limited to beer, wine and champagne. Two signature liquor drinks prepared in bulk are allowed (Moscow Mule, Screwdriver, Margarita etc. or one made of your choice). If your event is serving alcohol, or if your guests are consuming alcohol, prior to the event, you **MUST** submit coverage of "Host Liability" from your homeowners' or renters' insurance policy and list The Millstone as additionally insured. Documentation must be provided no later than 30 days prior to event. If you do not have either of these coverages, you can purchase an "event policy" from a local insurer. You **MUST** use a licensed server. Please contact us if you need more information.

Failure to provide this documentation within the specified time frame will result in not being allowed to serve alcohol.

Last call no later than 10:00 PM

Check and sign one of the below:

I, _____ (event /venue renter), have read and understand the above policy on alcohol consumption at The Millstone. We ARE NOT serving alcoholic beverages.

Date: _____

I, _____ (event /venue renter), have read and understand the above policy on alcohol consumption. We ARE serving alcoholic beverages. I understand that we will be charged \$150 for this reason. We will provide proper documentation within the specified timeframe.

Date: _____

GENERAL INFORMATION:**Hours: 11:00 AM-12:00 AM.**

- All music must stop by 10:00 PM.
- Last call 9:45 PM.
- Event must end at 11:00 PM.
- All patrons out by 11:30 PM.
- Wedding couple vacate property at 9:00 AM.

Included in rental:

- 100% exclusive access to the entire property,
Including the mill and bridal cabin.
- 260 chairs, (17) 5' circular tables, (3) 6' rectangular tables, (2) 8' rectangular tables, (1) 32" round cake table.
- Free Wi-Fi.
- Streaming capable TV.
- Use of enclosed solarium.
- Full use of kitchen.
- Full use of bridal cabin.
- Full use of "man cave".
- Complimentary overnight stay for wedding couple. (Any other patron staying overnight, except on 1st night of 2 night package, will be billed \$60 plus tax and may be deducted from security deposit.)
- Parking attendant.
- Availability of a Millstone representative for planning session.
- Artistic landscape lighting.
- Table and chair setup.