

#### Kevinmacritchie@gmail.com

Billing Address: 9105 Fish Lake Road, Holly, MI 48442 (Send all Mail here) 313-580-6776

Event Address: 10637 Weadock Road, Levering, MI 49721 (Mail NOT received here)

# RENTAL AGREEMENT

Date of Event:					
Name of Party:					
Address/City/State/Zip:					
Credit Card Number:	_(MM/DD):_		Code:	Billing Zip:	
Phone:	Email:_				
Number of Expected Guests:					
Contact Person:	Phone:				

# **Terms of Use**

- 1. Rental fees are \$995 per event (1 day event + setup/tear down) and shall be paid as follows:
  - o 50% deposit due to secure reservation.
  - o Balance due by April 1 of the year of your event or date will be forfeited without refund of deposit
  - o Any agreements made after April 1 of the same year of the event require full payment in advance to hold and secure a date for your event.
- 2. Areas of permitted use are as follows:
  - o Main upper floor of Big Barn (excluding hay storage area in South East corner)
  - o Bison Bunk House
    - § Includes Public/Commercial restroom area and south wing of bunkhouse
    - § Kitchen area of bunkhouse in South Wing including the use of Event Refrigerator and stove/oven
    - § Does not include west wing of bunkhouse (private owners' sleeping area)
    - § Does not include Employee Only storage/kitchen area at far south end of bunkhouse
  - o General Grounds
    - Yard area, Swings and Tires and play house for children (Tatonka Clubhouse)
- 3. Areas NOT included in permitted use are:
  - o Hay Storage area in main barn (South East corner section of main Big Barn.
  - o Lower level of Big Barn or buffalo/horse run in areas

- o West wing of bunkhouse
- o Employee Only storage/kitchen area at far south end of bunkhouse
- o Deep freezers in kitchen area
- o Metal Pole Barn (known as "the Shop") and immediate area surrounding the metal pole barn
- o Fire Pit, unless otherwise approved
- 4. SMOKING is NOT permitted on the property at any time due to historic nature of facilities, dry grass/yard, and hay storage in barns. Smoking is permitted outside the white vinyl fence area and along the road noting all cigarette butts must be picked up and disposed of for the safety of our animals and should preferably be retained in smokers buckets with a designated smoking area for guests.

### 5. Renters are responsible for:

- o Trash bags for your event; we will provide some trash cans for trash, renter to provide additional trash cans as needed
- o All trash must be removed the day of or day after event and either hauled away or placed in provided dumpster or a \$250 fee will be charged for trash removal/cleanup, this includes general grounds cleanup and includes all cigarette butt removal this fee will automatically be charged to your credit card if we have to clean up on your behalf (regardless of how much or how little)
- All facilities will be in a clean and usable state prior to event, all grounds and buildings must be cleaned and returned to same clean and usable state, including bathrooms, or a \$250 fee will be charged for cleanup - this fee will automatically be charged to your credit card no matter how little or much cleanup is required

#### 6. Accessories:

o Tables/Chairs and other items such as bounce houses are not provided other than what is available already on the premises. We recommend Knaffles for all of this as they are very familiar with our facility and provide tents/tables/chairs/bounce houses and other similar items regularly for events here.

#### 7. Damages:

- o All damages to the property, equipment, or missing items from grounds and buildings are the responsibility of the renters and full replacement value will be charged for these items immediately to your Credit Card.
- 8. Special Requests: This is a working ranch and things change and equipment and hay and other Ranch production work happens daily. If you have a special request we will try to accommodate as much as possible, however, our ranch operations and animal welfare and safety will always come first.
- 9. The Metal pole barn is NOT rented as a part of your event, nor is the concrete pad area to the west of the pole barn. This building must remain accessible at all times for equipment operations, maintenance and safety of our operation and our animals. If at anytime, any access to this building is blocked for any reason, vehicles will be towed at owners' expense and a \$1,000 penalty fee will be charged to your credit card.

### 10. Owners will provide:

- o Clean facility that is generally neat and ready for your event
- o Ensure someone is available for needs during the event noting they may not be present at all times during your event
- o Make facility available for advance viewing as needed and scheduled between both parties
- o Provide access to facilities the day prior for setup and decorating requests as needed and scheduled
- o Provide access to facilities for cleanup
- o Ensure toilet paper/hand paper towel dispensers and soap dispensers are full for your event

- 11. Clean Up Duties. The renter shall be responsible for cleaning up all areas used during the event.

  There will be a \$1,000 fee charged to renter if grounds and buildings are not cleaned up fully by 5 p.m. the day after the event.
- 12. Liability. OWNERS AND GUESTS agree that they will indemnify and hold free and harmless

New Beginnings Ranch from any and all claims or actions for damages or loss to property, including the loss of use thereof, and from any and all claims or actions for personal injury, sickness or disease, including personal injury, if caused by the GUESTS, their agents, employees or servants acts or omissions, and the GUESTS will pay any and all judgement decrees, costs, including attorney's fees which may be rendered against the OWNERS.

- 13. LICENSEE AND GUESTS will comply with all laws and all rules, ordinances or requirements imposed by any municipality or government authority and will not do or suffer to be done anything on said premises in violation thereof.
- 14. LICENSEE AND GUESTS will keep said premises, including the personal property therein, during the term, in as good repair and at the expiration thereof yield and deliver up the same in like conditions as when taken, reasonable wear and tear thereof and damage by the elements excepted.
- 15. Contact Personnel. If anything is not to your satisfaction upon arrival; please contact only the following two people/numbers for assistance. Any other personnel working on or at the ranch are not associated with Event rentals and thus are not authorized to address your potential needs:
  - o Gary Provo 231-420-1515
  - o Kevin MacRitchie 313-580-6776

Someone will be assigned to support you before, during and after your event. They may or may not be present for some, part, or all of your event, and therefore, if an issue arises at anytime, please contact Gary or Kevin as listed immediately above.

16. This Rental Agreement shall be governed by the laws of the State of Michigan.

I fully agree with all terms, including full liability responsibility and automatic billing to my credit card for penalties that I have fully read and understand.

Renter's Signature and Date:	
Owners' Signature and date:	<u> </u>

UPDATED: 11/28/2017