



2022 Rental Agreement

This rental agreement is executed this by and between the Anywhere With You Acres LLC, (d.b.a. The Grange Hall) herein after Lessor, and _____ whose mailing address is and telephone number is _____

hereinafter known collectively as Lessees.

1. DESCRIPTION OF PREMISES

Lessor, in consideration of the rents, covenants and conditions herein contained to be performed and observed by Lessees, does hereby demise and lease to Lessees, "The Grange Hall", located at 31378 State Route 37 Richwood, Ohio 43344 together with all easements, rights and appurtenances in connection thereof. Said leased property shall include the black barn located on the property, herein after defined as the barn, the pond, the backyard behind the barn and parking spaces adjacent to said barn. This lease does not include lease of any part of Anywhere With You Acres LLC beyond the barn, its parking areas, or the areas necessary for ingress and egress to said barn.

2. EVENT DESCRIPTION

Lessee and Lessor understand and agree that the Event will be conducted on a working farm and that Lessee and his/her/their guests will be allowed and invited to observe, participate in, and enjoy agriculturally-related educational, entertainment, historical, cultural, or recreational activities, which may include: farm tours, interaction with livestock, brief educational and/or marketing presentations, and other agritourism activities as determined by Lessor.

2. TERM

To have and to hold the same for the term of "weekend". Rental will start on **Friday**, _____ at 12:00pm and must be cleaned up by 12:00pm on **Sunday**, _____. Friday and Saturday all guest must exit by 11:00pm

3. RENT

Lessees shall pay the sum of \$_____ to Lessor, for rental of said The Grange Hall as defined in sections 1 and 2, herein. The sum of \$500 shall be paid through a nonrefundable reservation fee at the time of the signing of this Agreement, and final payment of \$_____ paid not less than 30 days prior to the commencement date of the term defined in section 2 of this agreement.

All wedding receptions must terminate at 11:00 P.M. as specified by section 2 of this agreement.

4. SECURITY DEPOSIT

In addition to the Rent provisions of section 3 herein, Lessees agree to provide Lessor with a security deposit of \$500.00 not less than 30 days prior to the commencement date of the term. Said deposit shall be held by Lessor as security for Lessees' performance of the terms and conditions of this rental agreement herein. Said security deposit shall be returned to Lessees, without interest, in full, less deductions, if any, attributable to Lessees' breach of the terms and conditions of this rental agreement herein. Return of the security deposit shall be made no later than 30 days after expiration of the terms of this rental agreement. Return of the security deposit is complete upon Lessor's mailing of same.

5. USE OF PREMISES

Lessees shall use the premises for the purpose of conducting a Wedding and/or Wedding Reception and related agritourism activities and no part of the premises shall be used for any other purpose without the prior written consent of Lessor.

Lessee shall not use the property for business purposes of any kind without prior written approval of Lessor.

Lessees shall not permit, at any time, more than 350 persons to occupy the leased premises (including but not limited to) the parking area and The Grange Hall during the rental term.

Lessees shall not serve or allow the consumption of alcohol in violation of Ohio law which includes, but is not limited to, serving individuals who are visibly intoxicated, serving minors, or who are beyond the blood alcohol limit to operate a motor vehicle.

Lessees shall not permit persons to smoke in or around the barn. The Grange Hall is a non-smoking facility. Smoking is only permitted in designated outdoor area.

The Lessees shall at all times maintain all of the premises herein demised, including, but not limited to, parking areas adjacent to The Grange Hall in a clean, neat and orderly condition.

Lessor, at its discretion, may move any outdoor Event indoors due to inclement weather, or a prediction of inclement weather. No refund will be issued to Lessee if an event is shortened or cancelled due to inclement weather or mechanical or equipment failure. Lessee shall promptly notify Lessor of any defect, damage, or problem relating to the Facility. Loud music, excessive noise, and inappropriate, illegal, or unruly behavior are not permitted at the Facility and Lessor shall have the right to cancel the Event and/or eject any Lessee, guest, or third-party for such behavior.

The Lessees shall not sublet or assign the premises without the written approval of Lessor.

No public sale at auction by Lessee or others shall be made in or from the premises without the prior consent of Lessor.

Lessees shall not use the premises or any part thereof or permit any part of the premises to be used, or permit any act whatsoever to be done on the premises, in a manner that will violate or make void or inoperative any policy of insurance held by Lessor or Lessees which is related to the leased premises.

Lessees shall observe and promptly comply with all laws, ordinances and regulations of public authorities including but not limited to the State of Ohio and Union County.

Lessees shall provide to Lessor, in writing at least 30 days prior to commencement of the term, the names and telephone numbers of any persons, businesses and/or caterers furnishing food, beverages, and/or other services at the premises during the term of this agreement.

Lessees will comply and cause all employees, agents, assigns, subcontractors, vendors, and guests to comply with all rules and regulations adopted by Lessor in connection with use of the premises, and with all supplements thereto and amendments thereof which Lessor may hereafter adopt. It is understood and agreed that such rules and regulations shall pertain to the safety, care, use and cleanliness of the premises and the preservation of good order therein and thereon. All rules and amendments thereof which Lessor may adopt shall be in writing, and a copy thereof shall be delivered to Lessees. Delivery to Lessees shall be deemed complete upon actual notification being made directly with Lessees or, in the event of mail, by Lessor's deposit in the U.S. Mail of said writing(s).

Lessor, its employees, agents, designees, and assigns reserve the right to enter in and upon the rented premises herein at any time during the term herein, to ascertain Lessees' compliance with the terms of this agreement herein and/or rules, regulations, supplements and amendments promulgated pursuant to part (i) above. The Lessor shall determine the amount of security personnel needed and will determine how it is contracted. Lessor reserves the right to remove any person from the premises.

Lessees shall indemnify and hold harmless Big Pitcher Holdings LLC, Anywhere With You Acres LLC, their respective owners, members, officers, agents, assigns and employees against all claims, courses of action, damages, costs and liabilities (including but not limited to cost of defending any legal action and attorney fees) of every kind and nature whatsoever, directly or indirectly resulting from or caused by Lessee(s), its/their officers, agents, assigns, employees, guests, patrons, vendors, sub-contractors, licensees, and invitees use of the premises or any other part of Anywhere With You Acres LLC or from any act or omission of Lessee(s), its/their officers, agents, assigns, employees, guests, patrons, licensees, and invitees, vendors or sub-contractors.

Lessees shall not deface or permit the premises to be defaced in any manner and shall return the premises to Lessor in the same condition as Lessees received the premises from Lessor at

commencement of the term. If the premises are damaged in any manner, whether by act, default, or negligence by Lessee(s) its/their owners, officers, agents, assigns, employees, guests, patrons, licensees or invitees, Lessees agree to pay Lessor all sums necessary to restore the premises to the same condition as Lessee received the premises from Lessor at commencement of the term.

Lessees agree to be responsible for obtaining all permits, licenses and other legal necessities, and to pay all costs arising from use of patented, trademarked, licensed, franchised, or copyrighted music, materials, devices, or dramatic rights upon the premises during the term of this rental agreement and further agrees to hold harmless Big Pitcher Holdings LLC, Anywhere With You Acres LLC, officials, employees, agents and assigns from any claims or costs which (including legal costs) which may arise from the use of same.

6. CANCELTATION

If Lessee cancels the Event for any reason, or otherwise breaches this Agreement, the amounts paid under section 3 of this Agreement, including the Rental Fee and Security Deposit, will become non-refundable and will be retained by Lessor as liquidated damages. The parties agree that the sum specified as liquidated damages is not a penalty and is reasonable in light of the anticipated or actual harm to Lessor, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Lessee's cancellation shall constitute a material breach of this Agreement and Lessor may, in addition to, or instead of, obtaining the liquidated damages specified in this Paragraph, may recover all incidental and consequential damages resulting from Lessee's breach. Lessor may, at its discretion, reschedule the Event at the request of Lessee, and apply all or some portion of the Rental Fee and/or Security Deposit toward the rescheduled Event. If rescheduling, Lessee agrees to pay any increase in venue pricing, if applicable. Lessor may cancel and terminate this Agreement at any time upon notice to Lessee.

7. CUMULATIVE REMEDIES

Each and all of the remedies given to the Lessor in this lease or by law are cumulative; and the exercise of one right or remedy by Lessor shall not impair Lessor's right to exercise any other right or remedy.

8. RIGHT OF RE-ENTRY AND FORFEITURE OF LEASE AND SECURITY DEPOSIT

Any breach or default of the terms of this Rental Agreement shall permit Lessor, its agents and assigns, the right to enter upon the lease premises during the lease term herein and cease Lessees' continued use and occupancy of same. In the event of such occurrence, Lessees agree to return full possession and quiet enjoyment of the premises to Lessor and cooperate fully with Lessor's instructions for Lessees, its guests, employees, agents, invitees and the licensees to peaceably vacate the premises.

Should any breach or default of the terms of this Rental Agreement occur, and in addition to any other remedies provided herein or by law. Lessor shall have the right to retain Lessees entire Security Deposit. This provision is included as a remedy to Lessor because of the unique,

historic venue that the leased premises represents and the difficulty the parties would therefore have in calculating damages in the event of breach of any terms of this Rental Agreement by Lessees.

9. ALCOHOL AND CATERING

- a. Alcohol is permitted at The Grange Hall. Lessor takes no responsibility for any damages, injuries and or liability related to serving, offering and/or having alcohol at any event at The Grange Hall. Lessees hereby accepts, acknowledges, consents and agrees to take on all responsibility for any damages, injuries, and or all liability related to the serving of, offering and/or having alcohol at The Grange Hall and/or at any event they are holding at The Grange Hall. Lessees further agree to indemnify and hold harmless Lessor for any liability, damages, cost or the like, including but not limited to attorney fees and litigation costs, related to Lessees having, serving and or offering alcohol at The Grange Hall and/or any event they have at The Grange Hall. All alcoholic beverages Lessees offer, have and or serves at events at The Grange Hall must be purchased by Lessees and/or their licensed catering company. Neither Lessees, their licensed catering company and/or other individual, company or organization is permitted to sell alcohol or any alcoholic beverage at any event at The Grange Hall. Therefore, Lessees is not allowed to have a "cash bar" at their event at The Grange Hall.
- b. All alcohol will be delivered the day of your rehearsal. All alcohol MUST be served by a bartender or catering staff. No alcohol may be brought on premises the day of the event. This includes but is not limited to, members of the wedding party, guests or family.
- c. All food served at The Grange Hall must be served by a licensed caterer and/or under a valid catering license. A copy of Lessees' caterer's catering license must be provided to the Lessor two (2) weeks prior to the Lessees' event.

10. DRUGS

Presence and/or consumption of illegal drugs at the Facility is expressly prohibited. If Lessor discovers or receives notice of the presence or consumption of illegal drugs by Lessee or any of Lessee's guests, Lessor may immediately cancel the event and notify the applicable authorities.

11. PROMOTION AND SALE OF PRODUCTS.

Lessee must permit Lessor to set up a display in the Facility during Lessee's event. This sole purpose of this display is to promote the produce, eggs, meat, and other products produced by Lessor on the farm. When available, Lessor shall also be permitted to sell farm products to any event attendees.

12. CERTIFICATE OF INSURANCE

Lessees and their vendors shall obtain a general liability insurance policy insuring Lessees and guests against liability for bodily injury, property damage (including loss of use of third party's property) and personal injury arising out of the operation, use or occupancy of The Grange Hall. Said insurance policy shall name the Lessor as an additional insured under the policy. Lessee shall name Big Pitcher Holdings LLC, Anywhere With You Acres LLC, and Cody & Alexis Johnston as additional insureds under such general liability policy. The initial coverage amount of such insurance shall be no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. The certificate of insurance must show coverages dates and times. Lessee must provide proof of

insurance at least 30 days prior to the contracted date. Failure to provide proof of insurance shall be cause for cancellation of the event. The liability insurance obtained by Lessee under this Section 12 shall: Be primary and non-contributing; Contain severability of interest's endorsements;

Insure Lessor against Lessees' performance under Section 5, if the matters giving rise to the indemnity under Section 5 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Lessees' liability nor relieve Lessees of any other obligations under this Lease. Lessor may also obtain commercial general liability insurance in an amount and with coverage determined by Lessor insuring Lessor against liability arising out of ownership, operation, use or occupancy of The Grange Hall. The policy obtained by Lessor shall be contributory only and shall not provide primary insurance.

13. AGRITOURISM LAW

Under Ohio law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if that injury or death results from the inherent risks of that agritourism activity. Inherent risks of agritourism activities include, but are not limited to, the risk of injury inherent to land, equipment, and animals as well as the potential for you as a participant to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity. This is in accordance with ORC 901.80 (D)

14. LESSOR'S LIABILITY. Lessor is not responsible for "acts of God," including inclement weather, or certain acts by third parties, including governmental bodies, which prevent Lessor from hosting the Event at its Facility. If Lessor determines, at its sole discretion, that hosting Lessee's event is likely to cause a violation of local, state, or federal law, or endanger the safety of any person, Lessor may immediately terminate this Agreement, without notice nor liability to Lessee, and may retain the Rental Fee. Lessor may, at its discretion, reschedule the Event at the request of Lessee, and apply all or some portion of the Rental Fee and/or Security Deposit toward the rescheduled Event. If Lessor otherwise terminates or breaches this Agreement, Lessee may recover damages in an amount that shall not exceed the sum of all payments made by Lessee under this Agreement. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM BREACH OR CANCELLATION OF THIS AGREEMENT.

15. WAIVER OF BREACH

No waiver of any breach or breaches of any provision, covenant, or condition of this agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition or of any other provision, covenant, or condition.

16. HEADINGS FOR CONVENIENCE ONLY

The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof.

17. PRONOUNS

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa, in any place or places in which the context may require such substitution or substitutions.

18. FULL AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

19. AMENDMENTS TO BE IN WRITING

This lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessees. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing and authorized and executed by both Lessor and Lessees.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Cody Johnston, Owner

Date

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written

LESSEES:

Name

Date

Name

Date