



8891 Warren H. Abernathy Hwy, Spartanburg, SC 29301

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CONTRACT FOR USE OF VENUE

WHEREAS, _____ (hereinafter "Customer") is desirous of renting premises from 3 Creeks Resort, LLC d/b/a West Wind Estate (hereinafter "Owner") for the purpose of having an event venue, and the Owner is desirous of renting an event venue location to the Customer at 8891 Warren H. Abernathy Hwy, Spartanburg, SC.

AND WHEREAS, the parties are desirous of setting forth and memorializing the terms of their rental agreement, the terms of which are set forth herein.

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises and the mutual conveyances expressed herein, the parties acknowledge and agree as follows: (i) This Contract defines the terms and conditions under which Owner will rent the premises to the Customer; (ii) The parties agree to be bound by the terms of this Contract; (iii) Customer agrees to conform to all rules and regulations established by Owner; (iv) This Contract constitutes the entire agreement between the parties and becomes binding and enforceable upon the signature by both parties [or by an authorized representative of each party]; and (v) This Contract may not be amended or changed except by a writing, signed by both parties, which expressly sets forth the changes to the Contract terms.

Customer Information

Customer Name(s): _____

Address: _____

Telephone #: (H) _____ (W) _____ (C) _____ Email Address: _____

Contact Person Name: _____ Phone: _____

Proposed Event: _____ Approximate Number of Guests: _____

Type of Event : _____ Location: _____ Date / Time: _____ / _____

Venue Selection

You have selected the following package for your event at the West Wind Estate:

_____ Ceremony-Only Package

_____ Classic Gathering Package

_____ Evening Elegance Package

_____ Elegant Celebration Package

_____ Luxury Celebration Package

Selected Location / Venue: The selected venue [identified above] will be reserved for the Customer for the date and time set forth herein. The time assigned for Customer’s event includes all time needed for set-up and all clean-up, as well as all set-up and clean-up by subcontractors/vendors hired by the Customer. It is expressly understood that Customer will be responsible for any damage to the premises and/or venue location arising out of the Customer’s use of the premises. Customer shall also be responsible for the behavior of [and any damage caused by] all guests, invitees, agents, subcontractors, and vendors resulting from Customer’s use of the venue.

Rental Deposit / Security Deposit / Payment Terms

(1) Rental Fee

The “Rental Fee” for Customer’s use of the West Wind Estate and the reserved venue location is: \$ _____. To reserve the venue location on the date/time set forth herein:

- (i) This Contract must be signed by the Customer and Owner; and (ii) the Customer must make an initial non-refundable payment of \$1,000.00 for the Luxury Celebration Package, or a \$500.00 non-refundable payment for all other venue packages;
- (ii) The Customer must make a payment of fifty percent (50%) of the Rental Fee no later than six (6) months prior to the event date; and
- (iii) Payment of the remaining balance of the Rental Fee is due no later than sixty (60) days prior to the event date.

Note - Deposits and payments will be made by cash or personal check (made payable to **West Wind Estate**) on the schedule noted below. A receipt from West Wind Estate will be provided for each.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Initial Rental Deposit	_____	(With Signed Contract)
Second Rental Payment	_____	_____
Remaining Balance	_____	_____

(2) Security Deposit

In addition to the Rental Fee, the Customer must also pay a “Security Deposit” of **\$1,000.00** no later than **sixty (60) days prior to the event date**, which the Owner shall hold in trust. The Security Deposit is NOT to be paid in lieu of the Customer’s obligations, as set forth in this Contract. In the event of any damage caused to the premises by the Customer, Customer’s guests, vendors, or by other agents, or in the event that additional fees are assessed for clean-up after an event, the Owner reserves the right to deduct damages and fees from the Security Deposit. The balance of the Security Deposit shall be mailed to the Customer at the address provided by the Customer within thirty (30) days after the event. If the Security Deposit is insufficient to cover all damages and other fees, the Customer shall receive an invoice for additional amounts due, and this amount must be paid within thirty (30) days.

All checks should be made payable to:
West Wind Estate
Please return signed rental agreement, all attachments and initial deposit to:
West Wind Estate
8891 Warren H. Abernathy Hwy.
Spartanburg, SC 29301

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.

GENERAL TERMS CONDITIONS

DATE CHANGES / CANCELLATION POLICY

- 1. **Changes:** If the Customer has to change the event date after reserving a time, the Owner will make every reasonable effort to transfer the reservation to an available date. The Customer understands and agrees that the Owner is not responsible for any expenses associated with the event, as these are the sole responsibility of the Customer. The Customer understands that last minute changes have the potential to impact the quality of the event, and the Owner is not responsible for changes in quality caused by the lack of sufficient preparation time.
- 2. **Cancellation:** If the Customer cancels the event, the Customer shall immediately notify the Owner. The parties acknowledge that the cancellation shall constitute a breach of this Contract, and the parties agree that the Customer shall

be responsible for the following reasonable liquidated damages:

- A. The Customer shall forfeit the non-refundable initial deposit;
- B. If the Customer cancels the event less than six (6) months but more than three (3) months prior to the scheduled event, the Customer shall forfeit fifty percent (50 %) of the Rental Fee.
- C. If the Customer cancels the event less than three (3) months prior to the scheduled event, the Customer shall be responsible for payment of the entire Rental Fee, as set forth herein.

AREA LIMITATIONS

The Customer's activities during the scheduled event must be compatible with the use of the building/grounds, and all event activities are limited to the space rented and areas that are immediately adjacent to the rented space. Smoking is not permitted in any of the buildings. After the event, the Customer is responsible for cleaning and returning the premises to the condition that existed prior to the event. This obligation includes the removal of all decorations and trash from the property [can be placed in a dumpster provided on site].

NOISE LIMITATIONS

Excessively loud music or other noises that are unreasonably loud under the circumstances are prohibited. If this is an issue of concern, the Customer needs to consult with the Owner.

EVENT SET-UP LIMITATIONS

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up, and removed on the day of the event. Should the Customer need earlier access for set-up, this can be arranged for an additional fee. The Customer is solely responsible for all property belonging to the Customer's invitees, guests, agents and sub-contractors, and the Customer shall indemnify and hold the Owner harmless for any loss or damage to the property of others.
2. Rental items must be scheduled for pick-up no later than _____.
3. Any alcohol vendor must stop serving no later than 10:00 PM (or maximum of 5-hours if occurring sooner).
4. Music (DJ or live music) must stop no later than 10:00 PM.
5. All guests must be off the premises no later than midnight the day of the event (except clean-up crew, with all clean-up to be completed by 1:00 am).

SITE VENDORS

Caterers: For the Customer's convenience, the Owner has a list of approved caterers. If Customers use a catering service, it must be pre-approved by the Owner. Customers must select a caterer(s) from the Owner's pre-approved list, unless the parties specifically agree otherwise. All caterers must be familiar with the West Wind Estate venues, rules and regulations. All approved caterers must carry liability insurance as mandated by the West Wind Estate.

1. If the Customer requests a different food service company, the Owner must pre-approve the caterer, and the caterer is obligated to follow the Owner's rules and regulations.
2. The Customer's selected catering company is solely responsible for set-up, break-down, and clean-up of the catered site. Please allow adequate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated areas at the conclusion of the event.
4. All vendors must adhere to the Owner's rules, terms and guidelines, and the Customer is responsible for fully informing the vendor(s) of the rules and guidelines.

WEDDING CEREMONIES

There is a Reception Venue available for wedding ceremonies, which can be reserved for an additional charge [unless part of the selected Venue package]. The Customer is responsible for providing a ceremony coordinator, officiate, ceremony music and sound system.

WEDDING REHEARSAL

Rehearsals may be held on-site. The date and time for the rehearsal must be coordinated with and approved by the Owner.

REHEARSAL DINNER

The Reception Venue [Main Dining Room] can be reserved for an additional charge [unless part of the selected Venue package] to be used for the rehearsal dinner. The Customer is responsible for providing catering, music, and sound system.

RESPONSIBILITY AND SECURITY

No Bailment – The Owner does not take any responsibility to maintain, manage, or safeguard the Customer's property or the property of third persons. Any damages to the Customer's property, to include loss and/or theft, are the sole responsibility of the Customer, vendor, and/or third-party who brought the personal property onto the premises.

Assumption of the Risk – The Customer assumes all risks for liability and damages that arise out of the Customer's use of the Owner's property. The Owner has inspected the premises and has either provided adequate warning or has taken action to make safe any known or reasonably foreseeable conditions existing on the property that could reasonably pose a significant risk of harm to the Customer and/or other third parties. Efforts have been made to maintain the natural beauty of the property. There are risks inherent in using property that has been left in its natural state. The Customer understands the existence of these risks and fully assumes the risk of injury and damages.

Liability Waiver – The Owner shall not be liable for any loss, damage or injury of any kind to any person or property caused by or arising from an act or omission of the Customer, or any of the Customer's guests, invitees, vendors, employees or other agents, from any accident or casualty occasioned by the failure of the Customer to use the premises in a safe manner or arising from any other cause. As a material part of the consideration for this Contract, the Customer hereby waives on its behalf all claims and demands against the Owner for any loss, damage, or injury arising from the Customer's use of the premises. The Customer further agrees to indemnify and hold the Owner harmless from and against any claims or demands against the Owner for any loss, damage, or injury of the Customer or Customer's guests. In the event that any future dispute or litigation ensues, the prevailing party shall be entitled to recover reasonable attorney fees. If a court of competent jurisdiction determines that this Paragraph, or any portion thereof, is too broad or otherwise unenforceable as written, the parties specifically agree that the Court shall interpret the language of this Paragraph in such a manner that the terms of this Paragraph shall be enforceable under the applicable law.

PROTECTION OF PREMISES

The Customer agrees to be responsible for any damage to the Owner's property, regardless of whether the damage was caused by the Customer, guests, invitees, vendors, or by other agents performing services for the Customer's benefit.

EXCUSE OF PERFORMANCE (Force Majeure)

The parties understand and agree that the Owner has no control over acts of God, war, changes in government regulations, disaster, fire, accident or other casualty caused by third parties, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or other similar events that are beyond the control of the Owner [Force Majeure event]. Should the event be canceled due to a Force Majeure event, all fees paid by the Customer to the Owner to rent the venue shall be returned to the Customer within thirty (30) days, or the Owner will allow the Customer to reschedule the event, pending availability. There shall be no further liability between the parties, and it is specifically agreed that the Owner shall not be liable or responsible for costs incurred by the Customer to third parties when an event is cancelled or rescheduled due to a Force Majeure event.

INDEMNITY

Customer agrees to indemnify and hold harmless the Owner, its members, officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from a non-willful breach of this Contract by the Owner, any claims of negligent actions or omissions by the Owner, or from any reckless or willful misconduct or omissions of Customer, the Customer's guests, vendors, invitees, agents and other sub-contractors.

SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable for any reason, it shall be severed from this Contract [except as provided in this Paragraph], and the remaining provisions shall continue to remain valid and enforceable. If a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable, but that by limiting the language of such provision would cause the provision to become valid and enforceable, then such provision shall be deemed to be revised, written, construed and enforced subject to the limited language.

INSURANCE

All third-party suppliers, vendors, caterers, and other agents hired or used by the Customer are required to carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000.00) to protect itself against any claims arising

from any activities on the property. Further, all third-party suppliers, vendors, and other agents hired or used by the Customer shall agree to indemnify the Owner for their actions and omissions, and the Owner shall be named as an additional insured on their insurance policies for all actions and occurrences that may arise out of the events that are the subject of this Contract.

CLEAN-UP / DAMAGES

Customer shall be responsible for returning the Venue (and site if applicable) to the condition that existed when provided to them. All property belonging to Customer, Customer's invitees, vendors, guests, agents and sub-contractors shall be removed from the premises by the end of the rental period, as set forth herein. All property remaining on the premises beyond the end of the scheduled rental period shall be deemed to be abandoned property and will be removed by the Owner. The Owner reserves the right to assess fees to the Customer for cleaning the rental space if the Customer's clean-up is inadequate. If the Customer needs special consideration for the removal of property after the rental period, this can be arranged prior to the scheduled event for an additional fee. The Owner is not responsible for any property left behind by any Customer, Customer's guests, invitees, vendors, agents and sub-contractors.

The Customer is responsible for any and all damages to the Owner's property and surrounding site. The Owner reserves the right to **assess fees to the Customer for the actual cost [to include time for labor] for repairing damage caused by the Customer, the Customer's guests, invitees, vendors, agents and sub-contractors.** If the Owner has to bring suit to enforce this provision, and the Court determines that the Customer owes damages, the Owner will also be entitled to recover costs and reasonable attorney fees for having to bring the action.

RESERVATION OF RIGHTS

The Owner reserves the right to cancel this Contract for non-payment or for non-compliance with any of the rules, conditions, and policies set forth in this Contract, as such conduct will be considered to be a material breach. The Owner's rights, as set-forth herein, are in addition to any rights and remedies that may be available to the Owner at law or equity.

JURISDICTION

The parties agree that this Contract shall be governed by the laws of the State of South Carolina. If any dispute should arise between the parties, the parties consent to the exclusive jurisdiction and venue of the Courts in Spartanburg County. The parties expressly consent and agree to waive any right to a jury trial.

ALCOHOLIC BEVERAGES

The Owner will not have any responsibility or dealings with the service or storage of alcoholic beverages. It is expressly understood and agreed that the Customer is permitted to serve alcoholic beverages (including but not limited to beer, wine, champagne, mixed-drinks with liquor, etc.), but this is subject to the following terms and conditions:

1. Under NO circumstances shall a Customer **sell or attempt to sell** any alcoholic beverage.
2. The Customer shall not permit any person under the age of twenty-one (21) to consume alcohol, regardless of whether the individual is accompanied by a parent or guardian.
3. The Customer hereby agrees to assume the responsibility of ensuring that alcoholic beverages are not served to persons who are intoxicated or appear to be intoxicated.
4. If the Customer hires a third-party or vendor ("bartender") to serve alcoholic beverages, the bartender must be licensed, fully insured and bonded.
5. The Customer hereby expressly grants authority to the Owner, at the Owner's sole discretion and option, to instruct onsite security officer(s) to remove any person(s) from the premises if, in the Owner's opinion: (i) the bartender/vendor is under the influence or is serving alcohol to guests who are noticeably intoxicated; and/or (ii) persons become intoxicated, unruly, or could present a danger to themselves or others.
6. The Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

Additional Notes

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer: _____
(Customer) (Customer)

(Signature) (Date) (Signature) (Date)

3 Creeks Resort, LLC: _____
By: _____ Date _____

RESERVED TIMES AND DATES

Rehearsal Date _____ Rehearsal Time _____ Rehearsal Location _____
Wedding Date _____ Wedding Time _____ Wedding Location _____ (see map)
Reception Location _____ Reception Time _____ Officiate _____
Caterer _____ Music (Live/DJ) _____ Other _____



RULES AND CONTIONS FOR USAGE (Alphabetized)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. Flameless candles [battery operated] are permitted for use. (Example: See www.candleimpressions.net – the candles light automatically at the time set and run for 100 hours on a small battery).

CHILDREN: Children under the age of 18 must be properly supervised at all times, and they are required to remain in the designated Venue area reserved for the Customer. Under no circumstances are minors permitted to go near the pond without direct adult supervision.

CONTACT PERSON: The Customer must designate a contact person for the benefit of the Owner who can communicate with the Owner and the on-site coordinator about any problems, concerns, or questions. While the contact person can participate in the event, this person must be able to effectively communicate with the on-site coordinator or the Owner at all times.

COURTESY PROTOCOL: The Owner reserves the right to request any person or group of people acting unruly or contrary to the rules, policies and regulations to leave the premises. Assistance from law enforcement may be required if this request is not immediately honored.

DELIVERIES / DELIVERY TRUCKS: There is a size limit to the height and length of vehicles entering the complex due to the damage inflicted to our trees. The Customer needs to coordinate the limits with the Owner. The Customer also needs to promptly inform the Owner of delivery dates and times for any rentals and/or the arrival of vendors or other agents.

ELECTRICAL OUTLETS: All electrical outlets are available for use at an event. The vendors are welcome to inspect the outlets and locations prior to booking.

DECORATIONS: Decorations and/or signs may only be affixed using push-pins or drafting tape. Any other decorations, signage, electrical configurations or construction must be pre-approved by the Owner. Light fixtures are not to be used for hanging decorations. All decorations must be removed without leaving damage to the Owner's property. Unless special arrangements have been made with the Owner, all decorations must be removed from the premises immediately following the departure of the last guest.

Note – The only adhesive material permitted on walls is drafting tape, which will not damage surfaces. Masking tape, duct tape, electrical tape, transparent tape and double-sided tape are not permitted for use in hanging decorations. All remaining decorations must be freestanding. Nails and staples are prohibited.

ALL DECORATIONS must be removed by the Customer prior to vacating the premises. If decorations and trash have to be removed by the Owner, this will be at the Customer's expense.

EVENT ENDING TIME: All events must end by 10:00 PM to comply with Township/County noise ordinances. This also allows for clean-up and closure of the site by 1:00 AM.

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is the Customer's responsibility. Please thoroughly inspect all areas of the building and property that have been utilized for the event and pick-up any trash. Trash may be placed in the dumpsters provided by the Owner.

GARDENS: Our gardens have been designed for all to enjoy. Guests, and children of guests, must stay out of the gardens and landscaped areas.

GUESTS: All guests are expected to respect the property and rules established by the Owner. If guests and visitors fail to honor the Owner's rules, or if they conduct themselves in a manner that is not mature, responsible and respectful, they may be asked to leave the premises.

MUSIC AND ENTERTAINMENT: Due to the proximity of West Wind Estate to the local neighborhood, sound considerations are a concern. Music (both live and recorded) is permitted; however, the sound must be contained at an acceptable sound level so as not to disturb others in the local surrounding area. Any complaints from neighbors or other parties may require the levels to be reduced. The Owner reserves the right to require Customer(s) to cease playing music that is deemed inappropriate or excessively loud, in its sole discretion.

PARKING: Parking is available at designated areas (gravel and grass areas). Persons are required to park in areas that are designated for parking. Handicap accessible parking spaces are provided at the posted areas adjacent to the sidewalks.

PETS: No pets are permitted on the premises. The Owner can make special exceptions for pets if the pet is actually involved in the event. The Customer is responsible to ensure that clean-up includes clean-up from the pet being present on the premises.

PHOTOGRAPHY: The natural settings around the West Wind Estate have been developed and maintained for the enjoyment of guests and visitors at all events. As long as the property is respected and preserved for future guests, Customers may use any area of the complex for wedding/reception photograph sessions; however, the location and timing is at the discretion of the on-site coordinator, as there may be more than one event ongoing simultaneously. For publicity and advertising purposes, the Owner reserves the right to use any photographs or other media reproductions.

PROPERTY: PLEASE RESPECT NATURE! We ask that guests and visitors not disturb plants, rocks, trees or other natural monuments. Please do not nail anything to trees or hang ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds.

REFRIGERATOR / FREEZER SPACE: Each venue has, at a minimum, a standard residential refrigerator for that venue's use. Each venue is also provided with a minimum of one chest cooler for ice storage. The Customers are responsible for providing their own ice (No commercial ice maker exists on site). Caterers are expected to make their own food/beverage accommodations.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by the Owner. It is the Customer's responsibility to restore all areas to their original appearance. Placement of tables, tents, live music, catering equipment, etc., must also be approved by the West Wind Estate planning staff.

SIGNAGE: You may post your group's sign or hang balloons at the front entrance on Warren H. Abernathy Hwy, but please do NOT attach anything to or cover up the entrance sign. Customers are not permitted to nail or screw anything to trees.

SMOKING: Smoking is not permitted inside any building on the premises. Smoking is allowed on deck areas, and guests are asked to please use the ash buckets provided.

SECURITY: Customer is responsible for providing security / law enforcement to be present for all events where alcohol is served and/or where law enforcement is required to be present by applicable statute or ordinance (e.g. wedding receptions, fundraisers, wine tastings, corporate parties, other receptions). This service is mandatory, and the cost is the Customer's responsibility.

CATERING: The catering service areas for each venue are not intended to be used as kitchens or for meal preparation.

SPEED LIMIT: The speed limit on the West Wind Estate complex is 5 mph and is strictly enforced for the safety of all guests.

TABLES AND CHAIRS: West Wind Estate provides tables and chairs as part of the rental package, unless noted otherwise. We have over 130 chairs with comparable numbers of tables (50 percent round and 50 percent rectangular) to accommodate our venue occupancies. The available tables are 60" round tables (seats 8) and the 96" x 30" rectangular tables (seats 10). The first right of selection is based on the booking date for a particular day. Each venue will be provided only the maximum number of chairs based on the approved occupancies.

TOILETS: There are two bathrooms available for the venue. If the Customer feels that this is inadequate, the Customer may make arrangements to have additional outhouses available for the event. Any rented outhouses must be removed from the premises before the Customer vacates.

WEATHER: In the event of inclement weather on your reserved day, the Customer is responsible for making arrangements to rent tents, canopies, heaters, and other necessary amenities. If a scheduled outdoor wedding must be moved indoors due to inclement weather, there will be additional costs to the Customer for use of the indoor facilities.

LOGISTICAL PLANS: West Wind Estate planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

WEDDING POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at the West Wind Estate. I agree to uphold them and ensure that guests, visitors, invitees, vendors, and members of the event party will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

(1) Customer's Signature: _____ Date: _____

(2) Customer's Signature: _____ Date: _____