

Missy Sipper Brewing, LLC
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St. Donatus, Iowa 52701
563-650-4860 or 563-581-8348
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This contract is a legal document and defines the terms and conditions under which Missy Sipper Brewing, LLC d/b/a Gehlen Barn, hereafter referred to as the Gehlen Barn, or the Barn, and the parties described in Section 1, hereafter referred to as the Client, agree to for rental and use of certain spaces in the Gehlen Barn for the designated time described in Section 1.

Please print the following information legibly.

Wedding/Reception Rental Agreement

SECTION 1

CLIENT AND EVENT INFORMATION

Event Date: _____ Event Start Time: _____ Event End Time: _____

Bride Name _____ Phone Number _____

Groom Name _____ Phone Number _____

Number of Guests: _____ (Max. 100 for indoor weddings, 125 for outdoor)

Outdoor Ceremony? YES ___ NO ___

Guest House Rental? Yes ___ No ___ Number of nights _____

Client Name: _____

Client Address: _____

City: _____ State: _____ Zip: _____

Additional Contact (Name) _____ Phone Number _____

Email Address: _____

Deposit Paid \$ _____ Check Cash Credit Card Rental Fee \$ _____

SECTION 2

TERMS AND CONDITIONS

2.1 RESERVATIONS

In order for an event to be guaranteed, the Barn must receive a security deposit at the time of booking. Private events and weddings booked for 3 hours or less require a \$200 deposit; all-day events and wedding + reception require a \$500 deposit. The total amount of the security deposit shall be \$_____.

Payment for the event may be made in installments, or paid in full at any time. Payment for private events and weddings booked for three hours or less – (50%) of the rental fee due within thirty (30) days of signing the contract; the remaining (50%) is due not less than (10) days before the event listed in Section 1. For all-day events or weddings + reception, (30%) is due within 30 days of signing the contract, and the remaining (70%) may be split into installments up until (14) days prior to the event listed in Section 1, at which time it must be paid in full.

By initialing below, I acknowledge, understand, and agree that the security deposit is separate from the cost of the event and will be refunded to me within 30 days of the event, provided there are no theft issues or damages to the Barn or the venue. Client Initials: _____

We will go through all details (10 – 14) days prior to the date listed in Section 1, to assure that your wedding or event turns out just the way you planned.

2.2 CANCELLATION OR DATE CHANGE

In the unlikely event that the Client should cancel this contract, considerations will be made at the discretion of the Barn. The security deposit paid will not be refunded unless the venue is rebooked for the same date. The initial payment made for the event or wedding at 30 days after contract signing, as outlined in Section 2.1, is non-refundable unless the venue is rebooked for an event or wedding at the same cost or above, at which time it will be refunded at 50% of the payment. Any other payments made in addition to the initial installment will be refunded in full.

If a date change is requested, every effort shall be made by the Barn to transfer reservations to that date, if that date is available. The Client is not permitted to sub-lease or reassign any terms of this contract to any other party. It is the responsibility of the Client to contact all vendors to arrange date changes or cancellations.

Pandemics or other government mandates: If there is a government mandate NOT to be open, within 30 days before your event, and we cannot supply a suitable replacement date, the deposit and funds paid will be returned in full. Over 30 days, or if there is an option to be open, even at reduced capacities, the normal rules will apply. The Gehlen Barn shall in no way be held responsible for any costs, activities, or health related issues related to or resulting from any pandemic/mandate occurring.

2.3 HOURS OF OPERATION

Rental on event day is outlined in Section 1. This does not include times negotiated between the Client and the Gehlen Barn for decorating, rehearsals, etc. Events may not last beyond 11:00 pm without prior written approval from the Gehlen Barn. Client is responsible for making sure guests leave the building at a reasonable time in order for staff to finish cleanup and closing of the venue. Client must have all decorations and any equipment they may have supplied cleared from the facility when they vacate the premises, or by 10:00 a.m. the morning following the wedding or event. The Barn allows decorating the day before as long as no other events are booked and it does not interfere with operations of the brewery or tap room. Times can be arranged for decorating and rehearsals between the Client and the Barn.

2.4 LOSS, THEFT, OR INJURY

The Gehlen Barn is not responsible for any damage, loss, or theft of any equipment or other items of any kind, used by Clients before, during, or after the event described in Section 1, or any items left by the Clients, whether or not related to the event. The Gehlen Barn is not responsible for injury or death of Client, guests of Client, agents of Client, contractors of Client, or any other person or entity associated with Client in any way whatsoever whether or not caused by the negligence or gross negligence of the Gehlen Barn or its agents, employees, affiliates, or any other person or entity associated with the Gehlen Barn in any way whatsoever, whether injured before, during, or after the event.

Client shall indemnify, hold harmless, and defend the Gehlen Barn for any claim made against the Gehlen Barn for any damage, loss, or theft of any equipment or other items of whatever kind, used by Clients during the event described in Section 1 or any items left by the Clients whether or not related to the event.

Client shall indemnify, hold harmless, and defend the Gehlen Barn for any claim made against the Gehlen Barn for injury or death of Client, guests of Client, agents of Client, contractors of Client, or any other person or entity related to Client in any way whatsoever, whether or not caused by the negligence or gross negligence of the Gehlen Barn or its agents, employees, affiliates, or any other person or entity related to Gehlen Barn in any way whatsoever.

Client must provide the Barn with evidence of event insurance no later than 14 days prior to the event/wedding.

Any damages or theft by Client, Client's guests or vendors, occurring at the Gehlen Barn facilities or surrounding properties shall be deducted from the Client's deposit. If the damage or theft exceeds the deposit, Client agrees to make restitution for full amount of damage or theft.

Client's Initials _____

SECTION 3 USE OF SPACE

3.1 FACILITIES

The Gehlen Barn will provide the following facilities with chairs and tables to accommodate seating up to 100 total persons to the Client and their guests, and vendors.

All levels of the barn, including the outdoor deck, restrooms and outdoor spaces are available to clients and their guests during the agreed upon hours of the event, and will be outlined in this contract. The exterior grassed area surrounding the Barn may be used for games, use of the fire pit or other agreed-upon uses. Parking areas for Clients, vendors, and guests will be designated based on the event. The grass and paved areas surrounding the barn, patios and guest house (if renting), are accessible to Clients, vendors and guests as agreed upon.

*Note: At no time shall the Client or any guest or vender of the Client enter into the surrounding fields, buildings, or personal property adjacent to the Gehlen Barn and Gehlen House Inn.

3.2 SERVICES PROVIDED

Staff: Gehlen Barn staff will be on duty during the entire event. A staff member will open the facility and provide information and directions as needed. The staff member will not be available to decorate and will not be involved in the event, other than bartending services, unless prior approval and agreement has been made in writing.

Tables, chairs, props, lighting, etc that are provided by the Barn will be set up and taken down by Gehlen Barn staff. Client must provide a layout two weeks in advance if Client would like tables and chairs set up by the Barn staff. Client may choose to set up their own arrangement with approval from the Barn.

3.3 CATERING AND VENDORS

The Barn does not provide any catering or vendors, and it is the responsibility of the Client to provide any and all catering and vendors. It is the sole responsibility of the Client to enter into any contracts with any caterer or vendor. These may include food, music, DJ services, photography, decorating, or any other services provided to the Client.

*Note: Please inform vendors that it is the responsibility of all caterers / vendors to provide their own table service, equipment and supplies, and to clean up and remove all of their trash and other items.

3.4 DECORATIONS

Decorations may not be fastened to the stone walls in any way. The wooden railings and beams can be wrapped with twill and lights, but please avoid using any tape that will leave a residue. Staples may be used with consent of the Barn staff, but will need to be removed during clean-up. Candles must be completely enclosed in a glass or nonflammable holder. The use of glitter, confetti, small rhinestones, straw, rice, birdseed, or hay is prohibited in the rental space described in Section 1 and the whole facility generally, and on the grounds thereof. NO fireworks are allowed. Any extended cleanup due to decorations that cause problems, Client may be charged a fee. Any large decorations that require hanging must be approved by Barn staff. If Client has any questions or doubts about whether decorations may be deemed acceptable, Client must consult with Barn staff. Decorations must be removed by 10 am the morning following your event. Decorations not removed by 10 am the following day may be disposed of, or become property of the Barn, unless prior arrangements are made. Any decorations owned by the Barn may be used, but must be signed out and then initialed when they are returned. Client may be charged for lost or stolen items. By initialing the line below, Client approves said charges to be applied to the supplied credit card on file.

Client Initials: _____

3.5 ENTERTAINMENT

Entertainment vendors, such as DJ's, must agree to terms and conditions. All entertainment providers working at the Barn are required to have a valid Certificate of Insurance. All entertainment is responsible for their own equipment and set up at the event. Given the nature of the Barn and its' location, it may become necessary to institute a noise policy. If a noise policy becomes necessary, at the discretion of Barn Staff, notice will be given to both the entertainment and to the Client. All entertainment shall stop by 10:00 pm on the day of the event.

_____ Client will not require entertainment services

_____ Client will require entertainment services

Entertainment Provider for the Event _____

Client Initials: _____

3.6 CLEANING

The Barn will clean the venue and remove all trash and cans after all of our events, with the exception of items that have been rented and brought to property by outside vendors, which will be the responsibility of the Client.

3.6 PARKING REQUIREMENTS

Parking is limited to the paved parking area adjacent to the Barn, space in front of the Gehlen Inn, and on the side of and behind the Barn in the grassy areas, weather permitting. Additional parking may be used on public streets and also on

the side of the Centerville Road. Any parking at Kalmes Restaurant across the street will need to be approved by the owners of that establishment. Client is responsible for securing approval.

SECTION 4

ALCOHOL POLICY

4.1 ALCOHOLIC BEVERAGES

All alcohol must be purchased through the Gehlen Barn. Alcohol will not be served after 10:00 PM. The Gehlen Barn currently has a Special Class C Liquor license that allows us to serve beer, wine and drinks like seltzers and coolers. We project having the microbrewery operational by June, 2022 at which time we will be able to offer our own beers and guest microbrews, as well as native Iowa wines. Liquor is not available for sale or consumption.

The Gehlen Barn shall abide by all laws of the State of Iowa concerning the use and serving of alcohol. Each Client wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the Barn facilities. The Gehlen Barn does not allow any outside alcohol or wine to be brought into the facilities or on the grounds. All outside alcohol will be taken away. Event Center does not allow any drinks to be taken outside of the designated drinking areas on the property. Any Client or guest that brings in drinks or who is caught drinking in the parking lot will be asked to leave and Client may be charged a \$500.00 fee for each guest caught doing so.

An off-duty police officer is recommended, at your expense, if you have more than 50 guests and are serving alcohol. Payment for any hosted beverages will be due at the end of the event before you leave.

4.2 RESPONSIBLE BEVERAGE SERVICE POLICIES AND PROCEDURES

Proof of age will be required for anyone appearing to be 45 years or younger. Identification as evidence of age must be issued by a government agency. It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person. It is illegal to be intoxicated in public. It is illegal to drive under the influence of alcohol or with a blood level of .08% or higher. Barn staff has the right to refuse alcohol sales to anyone who appears to be intoxicated or under the age of 45 without proper identification. Barn staff and bar staff are authorized to cease sales and/or service of alcohol if alcohol consumption becomes a dangerous situation and/or is the cause of damage to the property or injury to persons. Any determination of dangerous situation or cause of damage to the property shall be at the sole discretion of Event Center staff.

_____ Alcohol will not be served at the Event

_____ Alcohol will be served at the Event

BY INITIALING BELOW, CLIENT ACKNOWLEDGES THAT CLIENT UNDERSTANDS AND AGREES TO THE POLICIES AND PROCEDURES REGARDING ALCOHOLIC BEVERAGES. Client Initials: _____

SECTION 5

MISCELLANEOUS POLICIES

These apply to all Clients, guests, and vendors, at all times at the Gehlen Barn or Guest House facilities.

5.1 RULES AND REGULATIONS

- A. Client and Client's guests are restricted to the rented area defined in Section 1.
- B. Children need to be monitored at all times. Missy Sipper Brewing is not responsible for injured, ill, or lost children. Parents will be asked to leave with their children if they are left unsupervised or cause damage.
- C. Use of illegal drugs or other illegal substances will not be permitted.
- D. Physical violence of any kind will not be permitted.
- E. No use or possession of any type of weapon will be allowed.

- F. No smoking or vaping is allowed anywhere inside any of the buildings; smoking outside should take place in the designated smoking areas, with butts and other items disposed of in the provided receptacles.
- G. No open flames or candles are allowed without consent of the Barn staff, with the exception of outside grassy and fire pit areas (weather permitting). * Exception to this is caterer's food warmers.
- H. All guests must exit the Gehlen Barn facilities by 11:00 pm of the event day, even if staying in the Gehlen Inn. Guests with reservations at the Inn may continue to use outside spaces on the property, as long as noise does not become an issue with adjacent properties.
- I. No animals (other than service animals) are allowed in the venue (unless previously approved).

Any deviations from the rules or any contract stipulations may result in requiring the offending parties to leave, or contacting law enforcement for removal or arrest of any or all of the Client or guests, without refund, from the Gehlen Barn venue. It also may result in the loss of the security deposit, being partially or fully not refunded to the Client.

5.2 OTHER POLICIES

- A. The Gehlen Barn will not be responsible for any items left behind, before, during or after the Event.
- B. The Gehlen Barn staff may enter any part of the facility, including the rental space defined in Section 1, at any time, including during the Event.
- C. The Gehlen Barn reserves the right to take photographs of any Event for its own records and future use. Most photos will be posted on public media. Timing of photo release will be respectful of the Client privacy and sharing special moments.
 Client agrees to use of images on Gehlen Barn public media
 Client requests that images taken during the event are not used in Gehlen Barn public media
- D. Client must ensure that the number of guests does not exceed the number of guests defined in Section 1. Regardless of the number of guests stated in Section 1, the number of guests shall never exceed 125 people, including the Client, wedding party and other persons included in the event.

5.21 Client acknowledges that other events may be scheduled at any time for other spaces within the Event Center that are not covered by this lease. Such other use of the Event Center is not a violation of this Agreement.

Client initials _____

5.22 ENTIRE AGREEMENT

This Agreement and any of its ancillary agreements, such as alcohol purchase, shall constitute the entire agreement. Client acknowledges and agrees that verbal representations of any kind shall not be part of this Agreement and are not binding on either party.

5.23 EVENT INSURANCE

Event insurance will be required for all of the days that have been contracted. It is available very reasonably through private insurers or can be purchased online. Event insurance must have Missy Sipper Brewing, LLC listed as co-insured.

GEHLEN BARN Fees: *Pricing includes all taxes (circle and initial behind the package and options of your choice, pricing will be entered by Barn staff after agreement with Client)

All of the below packages will have the option of returning the following morning to remove decorations, etc. The Barn is not responsible for decorations remaining during operating hours of the brewery or Bar(n). All work needs to be completed by 10 am the morning after the event.

| | | |
|---|------------------------|----------------|
| Package #1, Friday - Sunday Wedding/Reception package (all day) | \$2500 | _____ |
| Package #2, Friday – Sunday Wedding Ceremony only (3 hours). | \$750 - \$1000 | _____ |
| Package #3, Monday - Thursday Wedding Ceremony only (3 hours). | \$500 | _____ |
| Guest House rental: whole house, with event, 1 night. | \$450/nt | _____ |
| Guest House rental: whole house, with event, 2 nights of more. | | |
| | Number of nights _____ | \$400/nt _____ |
| Additional Hours: | \$50/hr | _____ |
| Firepit with Wood (included with #1). | \$75 | _____ |
| Outdoor Giant Jenga and bags games (included with #1) | \$25 | _____ |

Total amount of package, including add-ons: \$ _____

A \$500 security deposit (for packages #1), or \$200 (for package #2 or #3), is required to hold your date, this will be returned to you within 1 month following the event, provided there are no damages or theft issues with the venue. Any violations of the above contract may also reduce the amount that is returned.

*Contracted capacity of 100 persons for indoor and 125 persons for outdoor weddings/receptions will be strictly adhered to. Client will be charged \$100 per person over contracted capacity.

NOTE: The security deposit is not part of the package price, the full amount of the package is due at least (14) days before the event, but may be paid sooner. We accept cash, checks, or credit card in person, although credit cards will have a 3.5% fee added to the total. Credit card payments are permanent and cannot be voided.

2.16 ACKNOWLEDGMENT

By signing below, Client acknowledges that Client has read, understands, and agrees to comply with all terms, conditions, and provisions herein.

Client: _____ Date: _____

Client: _____ Date: _____

Deposit type and amount: _____ Initial by MSB: _____

Missy Sipper Brewing representative: _____ Date: _____

Thank You
Missy Sipper Brewing, LLC

Notes

Barn Staff only:

Payments:

| | | | | |
|-----------|----------------|-------------|------|-------------|
| Date_____ | Amount \$_____ | Type: Check | Cash | Credit Card |
| Date_____ | Amount \$_____ | Type: Check | Cash | Credit Card |
| Date_____ | Amount \$_____ | Type: Check | Cash | Credit Card |
| Date_____ | Amount \$_____ | Type: Check | Cash | Credit Card |