



Snipes Farm & Education Center

2024-2025 Rental Agreement

This Rental Agreement is by _____ and
between Snipes Farm &
Education Center (SFEC), a Pennsylvania non-profit and the undersigned User(s).

The Pavilion at Snipes Farm



The Pavilion is 30' x 40' with a cedar floor and ceiling. The maximum capacity of the pavilion is 100 people and 150 with the surrounding lawn area. The pavilion seats approximately 75 for dinner with a small dance floor or bar area and 100 people for a reception. The pavilion is equipped with 2 upper outlets with string lighting, 2 ceiling fans and 4 lower outlets. Included is use of the immediate lawn/meadow area along with a designated field parking area.

Pricing:

(1-20) guests (includes adults) \$700

(21-30) guests (includes adults) \$800

(31-40) guests (includes adults) \$900

(41-50) guests (includes adults) \$1000

For larger events contact us at odalism@snipesfarm.org

Rental Retainer: On the date of execution of this Agreement, the User is required to make a retainer deposit payment of fifty percent (50%) of the total rental fees due and a \$100 security deposit. Sixty (30) days prior to the event, the remaining rental fee balance along with any other additional options is due. If all rental Rules and Regulations are followed, the security deposit is refundable and will be returned via credit card or debit after the conclusion of the event at a time arranged with the Event Coordinator. **If there is any breakage, theft or damage during the event, or if the event begins earlier than or exceeds the contracted rental time period (including set up and break down), the User will be charged for the cost of repairs or replacement (including cleaning if the rented venue is not left in clean and orderly condition) and/or the hourly equivalent of any rental time period overages.** This will be deducted from the refundable security deposit or billed accordingly if cost exceeds the amount of the security deposit.

All payments can be made via credit, debit card, check or cash and must be arranged with the SFEC Event Coordinator. SFEC accepts Visa, Discover, MasterCard, and American Express.

Cancellation: If an event is canceled, the entire security deposit is non-refundable. If the cancellation occurs **less than 60 days** before the event date and SFEC is unable to re-rent the event venue for that date, the entire rental retainer payment is non-refundable.

Rights and Refusals: SFEC reserves the right to refuse occupancy and use of its facilities for purposes and activities other than those specified herein. The rented venue is reserved for the exclusive use of the User on the day and times of the event scheduled unless alternate arrangements have been made with the Event Coordinator. Changes must be compliant with applicable law. Deliveries, pick-ups, set up and tear down of tables, chairs and other equipment must occur on the date and time specified in the rental agreement times unless otherwise arranged in writing with the Event Coordinator.

Force Majeure: SFEC will not be liable for non-performance of the Rental Agreement when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (federal, state or municipal) regulations of or restrictions upon travel or transportation, riots, national emergencies, acts of God, pandemic, weather, power interruption, or other causes whether enumerated herein or not, which are beyond the reasonable control of SFEC. However, in the case of a pandemic emergency as declared by either federal, state, or local governments and SFEC is forced to close, the rental event may either be rescheduled to a mutually agreeable date at no additional charge, or it may be canceled, and all rental fees and security deposits refunded.

Governing Law: The User agrees to abide by all laws, ordinances and regulations in effect by any governmental unit with appropriate jurisdiction, as well as SFEC's rental Rules and Regulations. The signed Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania

Rental Rules and Regulations

Rules for Use: User, User's guests, and all vendors must abide by SFEC's Rules and Regulations which are incorporated herein below. Violations of these rental Rules and Regulations will result in immediate loss of the security deposit. Violations may also affect vendors and their ability to return for future events at the Snipes farm. Users and their representatives must receive the SFEC Event Coordinator's final approval of the rental venue's condition before leaving at the conclusion of the event.

Please follow these rules as a courtesy to other visitors and to protect the Snipes farm, animals, and native plants:

- Service dogs only. Pets are not allowed (even on leash) on Snipes Farm. The only exception is weddings. Up to 2 pets can attend weddings at an additional cost of \$200 per pet. Pets must be leashed, and all droppings must be picked up and disposed of by the user. The owner accepts all liability for their animals as this is a working farm and there are other animals on the grounds. Pets must be kept in the immediate Pavilion area only and on leash at all times.
- Immediate Pavilion area is defined as: walking from vehicle to Pavilion and within 20 ft.
- Do not pick or collect vegetables, wildflowers, or other plants on the farm.
- Walk only on the trails and in designated areas. User and user's guests may walk and enjoy the Snipes Farm trails on a non-exclusive basis with other Snipes Farm visitors during normal operating hours.
- No fishing, hunting, swimming, cross-country skiing, horseback riding, motorcycles, snowmobiles, or off-road vehicles.
- No bicycling on or off the trails. Bicycles, motorcycles and other vehicles must be parked in designated parking areas.

Property Damage: Damaging, defacing, improperly using, or removing any plant, sign, structure or equipment is prohibited. This is cause for immediate loss of the security deposit and the User will be charged appropriately for any damages and/or repairs.

Personal Damages and Indemnification: SFEC is not responsible for damaged, lost or stolen personal property. The User assumes full responsibility for any injuries or damage that may occur. The User will release, indemnify and hold harmless SFEC, its officers, agents, representatives, employees and volunteers from any and all claims or action arising out of the use of, or the inability to use, the Property by the User and User's officers, contractors, agents, employees, invitees, volunteers, participants, heirs or assigns or anyone associated with User. User understands and acknowledges that this Agreement discharges SFEC from any liability or claim that may arise with respect to bodily

injury, personal injury, illness, death, or property damage that may result from use of the Property. Should the User, its successors or assigns assert a claim in contravention of this Agreement, User, its successors or assigns will be liable for the expenses (including legal fees) incurred by SFEC unless SFEC is found liable by a court of competent jurisdiction without further recourse on such claim for willful and wanton negligence. The User and its insurers waive their rights of subrogation against SFEC, its employees, officials, agents and representatives.

Parking: Parking is permitted in the Red Barn parking lot and designated grass areas.

Sound: The Township of Falls noise ordinance requires that all amplified sound must cease at 10:00 pm.

Exit Time: All event guests must have vacated Snipes farm by 10pm, including cleanup.

Additions: SFEC does not provide any additional equipment other than the following:

- Electricity: 6 outlets, 2 fans and accent lighting. SFEC is not responsible for any power outages or providing a generator. In the event of a power outage, an emergency generator would be the sole responsibility of the User to supply.
- There is no water access.
- Restrooms: 1 Porta Potty is available. Users are required to rent additional porta potties based on event size. Talk to your rental company for an appropriate number.
- Trash receptacles: All trash and recycling are to be put in designated receptacles.

3rd-Party Rentals: Tents, tables, chairs, portable toilets, and other rental items may be rented by the User. All vendor information must be supplied to the SFEC Event Coordinator no less than 30 days prior to the scheduled event. SFEC can provide some recommendations for caterers and rental companies. SFEC reserves the right to refuse to allow a 3rd party rental company to work at the farm.

Rental Equipment Setup and Breakdown:

Rental equipment may be delivered and picked up outside of the designated event rental times. All rental deliveries and pickups must be arranged with the SFEC Event Coordinator. All rental tables/chairs and other items are prohibited from being set up until the rental period begins at the event venue. Rental tents can be delivered and set up in advance of the rental period but must be coordinated with the Event Coordinator. At the end of the rental period, all rental equipment and items must have been removed within a 3-day period from the event.

Decorations: Decorating, set-up, and clean up are only permitted within the agreed upon rental period. Failure to comply will result in forfeiture of the full security deposit. Decorations are not to be stapled, screwed, nailed, or affixed in any way that would leave a lasting hole or mark of any kind on any existing structure, trees, etc. on the farm. Decorations or equipment cannot create large holes in the lawn/ground. No throwing of rice, confetti, glitter, or any non-compostable product. All decorations must be cleaned up at the end of the rental period and the space returned to its original state. The use of pain or glue or any similar products is not allowed. No taping or stapling on party decoration on party pillars.

Open Flame:

- **Open flames** are prohibited. Grills are not provided but may be used outside of the Pavilion in the open air with caution and due care; at no time should a working grill be put under the pavilion.
- **Fireworks** are prohibited.
- **Bon fires** are only permitted in designated areas and only when setup is attended to by Snipes personnel. Extra fee of \$300 will be charged for the use of our bonfire pit.

Food and Drink: SFEC does not provide any food or drink, except for doughnuts, cider and pies in fall. The User may engage a third-party vendor for food and drink. All vendors must be approved by the SFEC Event Coordinator and all vendors must submit their current proof of insurance (covering event date) and current ServSafe licensing 60 days prior to the event. Food trucks are only permitted in designated areas. Food and drink may not be offered for sale on Snipes farm.

Alcohol: Any alcohol service must be provided by RAMP Certified bartenders. Only Users with host liquor liability insurance coverage are permitted to have alcoholic beverages served on the Snipes farm during the rental period. A third-party vendor can serve alcohol only if the vendor procures a certificate of liability insurance with retail liquor liability coverage and RAMP Certified servers. Alcoholic beverages shall not be consumed by anyone less than 21 years of age, as this is strictly prohibited and criminally penalized under Pennsylvania law. Alcoholic beverages can only be consumed at the rented facility during the rented hours and in no other areas on Snipes farm.

Smoking: Smoking is not permitted on the Snipes farm.

Photography and Drones: Photography is permitted at the rental venue. If photographs are published, SFEC should be credited. Drones are permitted only with advanced written notice and permission from SFEC.

Use of Snipes Farm Trails: User and User's guests may use and enjoy the Snipes farm trails on a non-exclusive basis with all Snipes farm visitors during normal operating hours.

I agree to the above described terms and conditions.

Signature of User

Date

