



## The Vineyard

2867 Highway 309 N, Byhalia, MS 38611

(901) 619-5685

info@mallardscroft.com

www.mallardscroft.com

### Client Information

Couple's Names: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile: \_\_\_\_\_ Other Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Responsible Party (where security deposit will be returned)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Principal Contact person or Event Coordinator

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Wedding Celebration \_\_\_\_\_ Est. # of Guest \_\_\_\_\_

Start time of Event \_\_\_\_\_ End Time of Event \_\_\_\_\_

Arrival time to VENUE \_\_\_\_\_ Departure time \_\_\_\_\_ No later than 12am

Do you plan on having: \_\_\_\_\_ Tent \_\_\_\_\_ NO Tent \_\_\_\_\_ Alcohol \_\_\_\_\_ NO Alcohol

Location of Ceremony: \_\_\_\_\_ Off Site \_\_\_\_\_ Back of Barn \_\_\_\_\_ Tree (\$200) \_\_\_\_\_ Cove (\$200)

## **The Vineyard at Mallard's Croft Rental Agreement**

This Venue Rental Agreement ("Agreement") is entered into on \_\_\_\_\_, between Mallard's Croft "The Vineyard" located at 2867 MS-309 N, Byhalia, MS 38611 ("Owner"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Client"). In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

### **GRANT**

Owner hereby grants a limited and revocable license ("License") to the CLIENT for an event at "The Vineyard" located at 2867 MS-309 N, Byhalia, MS 38611 (the "Venue") on the date and hours specified as set forth above in the Agreement Sheet. The Venue includes the barn and surrounding grounds as identified on **Exhibit "A"** attached hereto, along with the following:

- The barn and surrounding grounds from 9 a.m. - midnight, **with a total of 5 hours of event time.**
- Onsite parking
- Restroom Facilities
- Prep Kitchen
- Location for Bride to get ready
- Tables 1-48" round, 11- 60" round, 5- 30" Bistro 42" tall and 12- 6' rectangular
- 150 Fruitwood Chairs (additional chairs available to rent)
- One time set up of tables and chairs
- One (1) hours total for bridal and/or engagement photo session
- One (1) hour for a wedding rehearsal **NOTE: date(s) and time(s) are at the sole discretion of the Owner and are subject to availability of Venue. This does NOT include a rehearsal dinner.**

### **ADDITIONAL OPTIONS**

- A Mallard's Croft Representative is available to help coordinate the wedding Ceremony for an additional fee.
- Rental Items such as: Farm tables, pews, whiskey barrels, etc. are available for an additional fee.

### **PAYMENTS**

- CLIENT will pay to Owner fees set forth in the Rental Payment Worksheet attached to and incorporated herein as **Attachment "A"**, for the use of the Venue, and as set forth under the terms and conditions of this Agreement.
- Reservations shall be accepted on a first-come, first-served basis. The CLIENT agrees to pay a non-refundable 50% of the Venue fee set forth in Attachment "A" as a Reservation Deposit. The Reservation Deposit serves to hold the Venue for the specified date of the event, and is due and payable at the time of contract signature. **No date is secured or held without a Reservation Deposit.** Checks should be made payable to "Mallard's Croft."
- The CLIENT will pay the balance of the total rent and fees set forth in attached Attachment "A" 30 days prior to the event.
- We accept payments in the form of Cash, Checks, and Credit Cards. If you pay with a credit card or debit card there will be an additional 3.5% processing fee.

- **An additional Security Deposit of \$500.00 (the “Damage Deposit”) is due 30 days prior to the event.** The Damage Deposit is fully refundable 14 days following the event assuming there is no damage to the VENUE or equipment. The Damage Deposit shall in no way limit the liability of the CLIENT for damages related to or arising out of CLIENT’s use of the Venue. Owner may apply all or any portion of the Damage Deposit required to cover any such damages, and the CLIENT is responsible and shall reimburse Owner for any and all damages above and beyond the Damage Deposit. CLIENT will be billed cost plus 20% for any repairs. Any damage caused to the VENUE or equipment, including beverage or food accidents, must be immediately reported to staff of OWNER. **Cleaning or damage fees may apply if cleaning beyond normal and routine cleaning is required or excessive damage is incurred.**

## **CANCELLATIONS**

- In the event a CLIENT cancels for any reason, any payments up to the date of cancellation are non-refundable. If the OWNER is able to rebook the day, then a partial refund will be considered, but it is not guaranteed. No refund will be considered without proactive notification of the cancellation by the CLIENT ahead of payment due dates. A notification of cancellation must be received in writing by email or letter.
- In the unlikely event that the cancellation is due to the fault of OWNER except as further provided herein, then all deposits made by CLIENT are fully refundable.
- Based on VENUE availability, OWNER offers the option to reschedule the Event to a new date that is within one year of the Cancellation Date, and apply all previously received payments towards the rescheduled Event. The request for the rescheduled Event date must be received no later than 30 days following receipt of the CLIENT cancellation notice.

## **ACCESS**

- Access to the building begins at 9 a.m. the date of the Event. The building must be vacated by guests and vendors no later than midnight. OWNER requires that staff be present during ALL activities to provide appropriate levels of support to the CLIENT. For CLIENTs that want to decorate the day prior to the Event, two-day rentals (at a discounted rate) are an option (based on availability).
- Weddings rentals include the following additional use of the VENUE: One (1) hour total for bridal and/or engagement photo session subject to staff availability and one (1) hour for a rehearsal (date(s) and time(s) are at the sole discretion of the OWNER and are subject to availability of the VENUE). As Friday weddings at the VENUE become more popular, the option for a Saturday wedding party to rehearse on a Friday becomes less likely. If a specific Friday rehearsal time is desired, OWNER strongly suggests the CLIENT consider a two-day rental (at a discounted rate) based on availability. Under most circumstances, CLIENTS with Sunday weddings should assume that the rehearsal will be the day of the wedding.

## **RIGHTS AND DUTIES**

- Mallard’s Croft does not endorse the viewpoints or activities expressed by any CLIENT or participants, or of the policies or beliefs of the organization or individuals using the Venue. The Owner at its sole discretion, may deny the use of the Venue to an applicant if, in its opinion (a) the purpose of the use or activity is illegal; (b) the use presents health or security risks or is potentially hazardous.

- **Liability Insurance is REQUIRED.** A copy of Liability “day of” insurance to be received **NO LATER than 30 days prior to your event.** The policy is to cover all circumstances of the Event. We require that Mallard’s Croft/Tom Green, 2867 MS- 309 N, Byhalia, MS 38611, be named as an additional insured. If your home owner’s insurance company does not provide this type of coverage you may visit [www.wedsafe.com](http://www.wedsafe.com) to purchase a policy or use an insurance provider of your choice. If alcoholic beverages are being served you will be required to have a commercial liability policy. The CLIENT shall maintain Commercial General Liability Insurance, including Host Liquor liability, in the amount not less than **\$1,000,000.00** Combined Single Limit for Bodily Injury and Property Damage. Also refer to the “ALCOHOL” section. If NO alcoholic beverages are being served you will be required to have a general liability policy in the amount not less than **\$1,000,000.00** Combined Single Limit for Bodily Injury and Property Damage.
- Client shall indemnify, defend and hold harmless Owner, its management team, its respective affiliates and all of its respective members, and employees from and against all demands, suits, judgements, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, expenses (including Owner’s reasonable attorney’s fees) arising out of or in any way related to CLIENT’s use of the Venue, including claims for loss or damages to any property, or death or injury to any individual.
- Lost, misplaced, stolen, or damaged items. Owner shall not be held liable for any items lost, misplaced, stolen, or damaged. The Client is responsible for confirming that no personal items are left in the Venue. Any item left after two (2) weeks shall be considered abandoned and donated to charity or discarded.
- Conduct of Attendees. The CLIENT assumes full responsibility for the conduct of all persons in attendance and for the damages, loss or liability incurred therein. Mallard’s Croft and its owners reserve the rights to refuse patronage and service of any lessee or guest(s) if they do not comply accordingly. Children and minors must be accompanied by an adult at all times. The CLIENT will be responsible for notifying guest of this policy.
- A Mallards Croft staff member will be on site for vendor deliveries and through the entire duration of your event. However this staff member does NOT act as an event coordinator unless hired for this service. We will set up any items provided by Mallards Croft, but encourage CLIENTS to have additional representatives to set up your rental items. Our staff will certainly help with these items should time allow, the top priority is to make sure the barn and surrounding area is prepared for your event.
- Additional daily rentals of the Vineyard requires a separate contract.
- No Agent, vendor, or guest of the Client shall bring any article of a flammable nature, explosives, firearms, illegal substances, or articles of a dangerous nature into the Venue.
- The Owner has the rights to make cosmetic/upgrades to the venue and surrounding grounds without notification to the Client
- Other events may occur on the property (such as at the chapel or house) at the same time as your event.

## ALCOHOLIC BEVERAGES

All drinks must be served by an ABC licensed bartender. Mallards Croft will make the arrangements with the ABC licensed bartender at the CLIENTS expense. The CLIENT is accountable for all guests’ consumption of alcohol and their conduct, this includes no guest bringing additional alcohol into the venue. No Shots are permitted.

## ALCOHOLIC BEV CONT

- Food must be served with alcohol
- Mississippi's lawful minimum age is 21 to consume alcohol, this **MUST** be observed. Personal identification of guest of questionable age will be checked. The VENUE reserves the right to refuse alcohol service to anyone, whether or not intoxicated.
- Guest are prohibited from serving alcohol to themselves or other guests
- The bar must stop serving alcohol 1 hour before end of event.
- No vendor is allowed to drink.

**\*\* Mallard's Croft is in the process of becoming a "Qualified Resort." At which time ALL alcohol will have to be purchased through Mallard's Croft**

• **Security Guard** Security will be present for all events. The guard will be present from the beginning of the wedding until the last guest leaves. Wedding rental fee includes one security guard. At its sole discretion, Owner may require additional security. This service is **non-negotiable**. Cost of the service will be charged to the CLIENT in the amount of:

- 0-150 Guest (1 guard)      included
- 151-300 Guest (2 guards)    \$250.00

Any conduct occurring on the property which is unlawful or inappropriate shall result in the immediate expulsion of the person or parties involved in the activity, and may result in fines and criminal charges being instituted.

## VENDORS

The CLIENT is responsible for providing the Owner with detailed contact information for each vendor engaged by Client. A Vendor is defined as anyone engaged by Client to provide one or more services for the event. The Client shall provide a copy of this contract to all Client Vendors: DJ/Band, Floral, Event Planner, Caterer, Photographer, etc. Please note that **NO** alcoholic beverages may be served to vendors while working the event.

• **The CATERER AND/OR CLIENT are responsible for**

- Food must be catered by a Licensed Vendor. No Exceptions. A copy of their Certificate of Insurance must be on file.
- All leftover food must be removed
- Set up and breakdown of all tables, chairs, linens and dinnerware for the event associated with the caterer
- Clean-up of the kitchen area and all other areas used by the Client or guests
- Provide for the event: paper towels and cleaning supplies
- Provide for the event and its preparation all: kitchen and serving utensils, serving dishes, as well as cooking and storage supplies, and all necessary food related items (i.e. plates, glasses, silverware, linens, etc.)
- Making sure all trash is removed from inside barn, surrounding grounds and Cottage placed in designated trash bins. This includes busing of tables. We do provide trash bags.
- Caterer must park their vehicles in the parking lot once vehicles are unloaded.
- Gas, charcoal grills and open flames for cooking are allowed only in designated locations. Contact the Owner for approval of location.
- Caterers are responsible for bringing their own electrical cords as needed.
- Ice must be provided by the caterer or Client

- **Music and Sound System**

- A Band or DJ must provide all electrical equipment and electrical cords needed. This includes but not limited to a PA systems for outdoor ceremonies or events also. The Venue does NOT have any type of sound system.
- There are three (3) circuits available in the barn area for power
- **Bands and DJs are not allowed to use artificial smoke devices or pyrotechnics inside the Venue**

- **Decorations, Equipment & Set up**

- All deliveries and set up arrangements for an event, including but not limited to tents, tables, chairs, etc. must be approved by the Owner within 15 days prior to event
- Upon arrival, it is the responsibility of the Client to inspect the Venue and report any problems immediately to Owner's staff.
- The CLIENT is responsible to have a professional Day of Wedding Coordinator. This cannot be a member of the wedding party or a family member. Mallards Croft staff can be obtained for the service at an additional fee.
- Any photos taken at the Covered Bridge must end no later than Two (2) hours before any ceremony starts. (This includes a ceremony at the Chapel)
- ALL other photos must be taken around the barn and surrounding areas.
- No staples, glue, tape, putty, or other materials that are used for adhering items to the wall surfaces, floors, or ceiling are allowed except for TACK NAILS.
- All decorations, signs, and equipment must be pre-approved by Owner
- NO glitter, confetti, sprinkles, or fireworks are allowed, inside or outside the Venue - Client is responsible for getting approval on location and product used for Bride & Groom exit.
- Candles must be contained or enclosed in glass. The flame must not reach higher than two inches below the top of the glass.
- **NO fake petals or leaves** are allowed outside on the grass for décor, such as down the aisle.
- No digging of holes in the ground are allowed. You are allowed to use stakes to anchor things down. Nothing larger than 1" in diameter.
- All decorations, food, and floral must be removed by midnight. Rental equipment removal needs to be scheduled with Owner's staff.
- No furnishings from the house, cottage, or barn may be moved or transported to a different location unless approved by the Owner's staff
- Gates will be locked at night after each event. Cars that are left behind will be charged a \$50.00 gate fee to retrieve their vehicle.

- **Event Clean-up**

- Following the conclusion of the event, CLIENT agrees to restore the VENUE to its original condition (broom clean). CLIENT shall communicate these responsibilities to the Caterer. Surfaces shall be wiped clean. All food, beverages, refuse (trash, waste) and equipment shall be removed from the building and grounds immediately following the event.
- Upon exit of the Bride and Groom, you are given an hour and a half to complete this clean up. - Failure to restore VENUE to the original condition may result in additional charges for cleaning, loss of the Damage Deposit, and may result in revocation of authorization for future use of the Venue by the CLIENT or Vendor.
- CLIENT has the option to pay an additional \$400.00 for staff to do the clean-up at the end of the night

- **Smoking.** Smoking and vaping is prohibited in the barn, on porches, in parking lot, in cottage, in House, and surrounding areas. There will be a designated smoking area for the guest. The Client is responsible for enforcing this smoking policy to its guest and vendors (DJ/Band, Caterer and staff, florists, etc.) This will be strictly enforced by the onsite staff and security guard. Receptacles for cigarette butts and ashes shall be provided and must be used. Make sure your guest respect our smoking location.
- **Animals.** Only designated service animals or pets belonging to Mallards Croft staff shall be permitted in the VENUE. Permission to include pets in ceremonies must be obtained in advance. Pets must be removed from the property prior to the reception.
- OWNER, at its sole discretion, reserves the right to make modifications and enhancements to the VENUE in order to enhance the overall VENUE and property.
- VENUE reserves the right to use any photos and videos take of the event by the VENUE on the VENUE's website, social media channels, & in marketing materials. VENUE also reserves the right to request photos from CLIENT's photographer and with approval from the photographer to use photos and videos in these same channels. If at any time, CLIENT wishes for photos or videos to be removed, requests made in writing by the CLIENT will be honored.

**Default**

Failure of CLIENT to make the monetary payments on or before the due date(s) set forth herein shall be deemed an automatic cancellation of this Agreement by CLIENT, thereby invoking the cancellation provisions of this Agreement.

Performance of this Contract by OWNER is contingent upon the ability of the OWNER to perform the obligations described in this Contract and is subject to acts of God, fire, windstorm, flood, explosion, collapse of structure, riot, war, delays or restrictions by governmental bodies, force majeure, or any cause beyond reasonable control of OWNER.

In the event any party shall bring legal action for the breach of or to enforce this Contract, the prevailing party shall be entitled to its reasonable attorney's fees, expenses and court costs, including those relating to any appeal. The provisions of this section shall survive the expiration or termination of this Contract.

**Time is of the Essence** - Time is of the essence in this Agreement.

**Counterpart Execution**

This Agreement may be executed in several counterparts, each of which constitute an original and all of which together shall constitute one and the same instrument. In lieu of the original documents, a facsimile transmission, email transmission or copy of the original documents shall be as effective and enforceable as the original.

**Independent parties**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities or parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the parties hereto, nor any of their respective employees, shall be construed to be joint ventures or partners by virtue of this Agreement.

**Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

**Amendment of Agreement**

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter. This Agreement may not be altered, amended, modified or terminated orally.

The CLIENT hereby acknowledges that he/she has completely read and fully understands the terms of this agreement. The CLIENT signs this agreement freely and voluntarily and acknowledges that he, she, or it has had an opportunity to confer with his or her legal counsel regarding this Agreement prior to the CLIENT's execution of this Agreement.

\_\_\_\_\_  
Print CLIENT Name

\_\_\_\_\_  
Signature of CLIENT

\_\_\_\_\_  
Date

Mallards Croft, LLC  
By: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

Reservation Fee \$ \_\_\_\_\_  
Balance Due \$ \_\_\_\_\_

Form of Payment \_\_\_\_\_  
Date Final Payment is Due \_\_\_\_\_



Attachment "A"

Rental Payment Worksheet for THE VINEYARD

**Rental Rates 2022-2023 Weddings**

Monday – Thursday \$4,150.00\*

Friday or Sunday \$5,400.00\*

Saturday \$5,800.00\*

\*An outside wedding ceremony is an additional \$200.00 if having it at the Tree or Cove.

**TOTAL COST**

Rental Rate \_\_\_\_\_

Additional Rental Days \_\_\_\_\_

Outdoor Ceremony \_\_\_\_\_

Other fees \_\_\_\_\_

**SUBTOTAL** \_\_\_\_\_

Reservation Deposit (50% of Subtotal) \_\_\_\_\_

**REMAINING BALANCE** \_\_\_\_\_

Other Fees (Rentals, etc.) \_\_\_\_\_

Bar Service Fee \_\_\_\_\_

Security Guard( 1 guard included) \_\_\_\_\_

Security Deposit \_\_\_\_\_ \$500 \_\_\_\_\_

**TOTAL AMOUNT DUE (30 days prior)** \_\_\_\_\_