



## Hertzog Homestead Event Agreement

Client/Organization:

Representative:

Telephone #:

Email:

Address:

Alternate representative, telephone, e-mail and address:

Type of Function:

Date of function:

Day of week:

Start Time:

Additional dates/Rehearsal date and time:

Estimated # of Guests:

Services:	Actual Charges
Rental Fee	\$
Additional Fees	\$
Subtotal	\$
___% Deposit	\$
Balance due no later than _____ weeks prior to event	\$

Base Package includes the following: use of historic barn/field reception, 8 hours of property use day of the event, 15 hours of day-of event planning services, 4 hours of rehearsal time, day before the event, use of lawns, woods and fields for photo/video, burnable trash removal, deluxe trailer portable restrooms, VIP golf cart with driver, festoon lighting and 4 ceiling fans. Other services may be procured independently of Venue.

**Catering and beverage service by JDK Catering**

**Client (Individual or Organization):**  
**Representative:**

**Date of function:**  
**Telephone #:**

### **RESERVATION AGREEMENT**

We are looking forward to having you and your event here at Hertzog Homestead! This Reservation Agreement between you and Hertzog Homestead provides that the services to be supplied are as described and for the cost as stated on the preceding page.

Please understand that unless otherwise specified, JDK Catering is the exclusive provider of catering and beverage services for any event at Hertzog Homestead. Unless stated on the preceding page, by entering into this Agreement you agree that JDK Catering will be providing exclusive catering and beverage services for your event.

Unless stated on the preceding page, it is your responsibility to procure additional service (such as DJ, bands, photographers, florists). Please notify us of any additional service no later than 30 days before your event. Any vendor with employees and/or subcontractors or vendors providing more than \$5000 in goods and services are required to name Hertzog Homestead as an additional insured on their liability insurance (\$1,000,000 minimum).

It is our hope that you and your guests have a wonderful experience while at Hertzog Homestead. In order to ensure the safety of you, your guests and the staff and property of Hertzog Homestead, the Terms of this Agreement must be followed. You agree to abide by the Terms of this Agreement and to take full responsibility to ensure that your guests and vendors abide by our basic terms of use. Please understand that anyone not abiding by our terms of use may be removed from Hertzog Homestead's property and that we reserve the right to terminate an event if the Terms of this Agreement are not being followed. While it is our hope that this never occurs, in the event of the removal of any individual or the termination of an event for failure to abide by the Terms of this Agreement, your payment to Hertzog Homestead is non-refundable.

Hertzog Homestead is a working farm; this means an authentic Lancaster County farm setting. Please understand that Hertzog Homestead cannot guarantee that we can prevent noises and smells associated with agriculture. While we will do our best to accommodate our guests, we cannot control the operations of neighboring farms.

A firm count of the number of guests must be furnished to Hertzog Homestead one week before the date of the function.

Upon the signing of this contract the stated deposit must be paid or no guarantee can be given as to the availability of the date. **THIS DEPOSIT IS NON-REFUNDABLE.**

Hertzog Homestead does not have a liquor license. If you choose to serve alcohol at your event you must arrange alcohol service through JDK Catering (If JDK Catering is not the caterer you must purchase a one-day event (\$1,000,000 minimum) insurance policy-unless such coverage is provided by the caterer that is serving the alcohol and ensure that all alcohol is served by a certified bar tender). You are responsible to ensure the safe departure of all guests from Hertzog Homestead. Alcohol service shall not exceed five (5) hours regardless of the length of event. You are responsible for any liabilities arising out of the service of alcohol. Under no circumstances should you or your guests drive while intoxicated. If necessary, vehicles may be left overnight.

Smoking is strictly prohibited everywhere inside Hertzog Homestead's buildings.  
Ashtrays will be provided outdoors in designated areas.

**Client (Individual or Organization):**  
**Representative:**

**Date of function:**  
**Telephone #:**

Decorations, signs, etc. may only be affixed to the walls as high as can be reached from a standing on the floor level (no ladders or standing on chairs or tables). Only adhesive materials that leave no residue and cause no damage may be used. The use of tacks, nails, or glues is strictly prohibited. All decor decisions are subject to the approval of Hertzog Homestead to insure that they in no way cause any damage to the facility, impede egress from the building in case of emergency, or compromise the service of the guests. Only biodegradable confetti may be used and it may not be used inside any structure. Balloons are permitted both inside and outside; however, helium balloons should never be released. Rice is not permitted. Fireworks are not permitted. All rentals must be removed the day of the event unless specifically agreed to in writing before the event.

You agree that you are solely responsible for any injuries or damage to your guests and vendors or to such guest's or vendor's property or equipment, and that you shall also be responsible for any damage to or loss of property of Hertzog Homestead caused by you or by your guests or vendors. In the event of damage or loss caused by you your guests or vendors, you agree to pay the full cost of repair or replacement, as Hertzog Homestead may elect, plus interest at 1.5% per month, and collection costs (including actual attorneys fees) until paid in full. Hertzog Homestead's property includes wilderness and bodies of water, where risks associated with such natural hazards are present, including the risk of physical harm, injury and death. Hertzog Homestead is not responsible for any loss of or damage to your property, your guests or vendors. YOU HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS HERTZOG HOMESTEAD FROM AND AGAINST ALL CLAIMS, DAMAGES (INCLUDING ACTUAL, COMPENSATORY, INCIDENTAL, AND PUNITIVE DAMAGES) AND LIABILITY ARISING FROM CLIENT'S GUESTS' CONDUCT OR PRESENCE AT THE PREMISES OF HERTZOG HOMESTEAD, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE.

In the event that said wedding/event is cancelled, for any reason, no portion of the fees paid will be refunded. If cancellation occurs prior to 120 days before the event date, only those fees and costs incurred by us shall be charged to you. If, for any reason, the wedding/event is cancelled less than 120 days before the scheduled event date, you are obligated to pay for all charges agreed upon in this Agreement. Payment is due within (10) ten days of cancellation. If the event date needs to be postponed and rescheduled, we will make every effort to reschedule and provide services to you, subject to availability. If the new wedding/event date conflicts with events previously booked with us, no portion of the fees paid to us for deposits or monies earned will be returned to you. You agree to pay any outstanding fees within ten (10) days of postponement. If rescheduled wedding/event date exceeds one year past original wedding date, current fees and rates may apply.

This agreement constitutes the entire contract between you and Hertzog Homestead. Modifications to this agreement are effective only if made in writing and signed by the party to be charged.

The entire amount due Hertzog Homestead shall be paid by check or cash no later than one week prior to event date. Should additional charges be incurred at the function, they are due and payable no later than 30 days after the event. You agree to bear all legal fees, court costs and reasonable attorney fees involved in the collection of overdue invoices,

plus interest at 1.5% per month on any balance remaining after one week following the end of the function, until paid in full.

Signed: \_\_\_\_\_

Hertzog Homestead Bed and Breakfast

Date:

Signed: \_\_\_\_\_

Client

Date: