

COMER BARN PROPERTY RENTAL TERMS & CONDITIONS

The Comer Barn Property is now available for event rentals from Sumner County Tourism (SCT). The Barn Property is composed of 13.4 acres and provides the perfect location for a special event. *The Barn itself is off limits until further notice for safety reasons until improvements can be made to the structure; however, the Barn will serve as an attractive backdrop for an outdoor event.*

General Provisions

- It is understood that the date booked for an event is the only date that is reserved for the Renter.
- Use of the Comer House and property during an event is prohibited, with the exception of, when necessary, the renter/vendors/guests enters and/or exits the Barn Property via the Comer House entrances. Guests are not allowed to venture out past fences or go near farm animals. All other areas are off-limits to the rental party and their guests.
- Staff from SCT must be onsite to monitor set-up, the event itself and breakdown/cleanup. The size of the event will determine the number of SCT staffers that are required; this determination will be made by SCT prior to the event.
- Only non-profit organizations may hold events where an admission is charged. For-profit organizations may partner with a nonprofit on events where ticket proceeds go to the nonprofit. This must be approved in advance by SCT.
- The Renter should appoint one individual to be the Contact Person for the event. The Contact Person should be present for the preliminary and final walk-through and also be present to accept and supervise deliveries and setup /take down /clean-up of the event. SCT staff will deal directly with the Contact Person. A post-event walk through with the user or Contact Person and SCT staff will determine the return or retention of the deposit.
- As per SCT Bylaws meetings of a political nature are prohibited. This would include an activity directed toward the success or failure of a political party, candidate for partisan political office, partisan political group, or a campaign on behalf of, or against, a ballot measure in any election.

Owner Approval

Sumner County, the owner of the Comer Barn and grounds has the right to refuse any application for an event on its property.

Timeline

Here is the timeline that should be followed for an event from start to finish:

- Reservations can be scheduled up to 12 months in advance.
- Reservation is confirmed after signing the Rental Terms & Conditions AND Rental Contract at which time the Initial Rental Payment is due in full. The Initial Rental Payment includes a \$500 non-refundable down payment on the total cost of the rental AND a \$500 refundable Security/Damage Deposit.
- The Final Rental Payment, which is the remaining full balance of the rental fee, is due no less than 30 days prior to the date of the event.

- Certificate of Liability from Renter and Caterer due no less than 30 days prior to the date of the event.
- Bartenders must provide proof of ABC license if serving alcohol no less than 30 days prior to the date of the event.
- Renter must turn in a complete layout of the event at least two weeks prior to the event. Location of tented/stage areas must be cleared by SCT two weeks in advance.
- The week before the event a final walkthrough must be held with SCT staff. A full listing of all vendors with phone numbers is required at that time.
- Set up, the event itself, breakdown and clean up occurs on the scheduled date.
- Security deposit (or a portion thereof) due back to Renter is mailed within 60 days from the date of the event, if applicable.

Daily Rental Rates

Nonprofit Rate

- Monday-Thursday, 8:30 a.m. to 12:00 midnight* \$750
- Friday-Sunday & Holidays, 8:30 a.m. to 12:00 midnight* \$1,000

For Profit Rate

- Monday-Thursday, 8:30 a.m. to 12:00 midnight* \$1,250
- Friday-Sunday & Holidays, 8:30 a.m. to 12:00 midnight* \$1,500

*After midnight, extra staff fees for events will accrue at the rate of \$50 per staffer per hour (\$75 on SCT holidays).

Rental Payments & Security/Damage Deposit

The cost of your rental covers the use of the property for a daily rental period. This rental period is provided from 8:30am to 12:00 midnight only. Typical use of this rental period includes set up, the event itself and breakdown/clean up. Early set up prior to 8:30 a.m. may be purchased for an additional \$50 per hour per staffer (\$75 per hour on SCT holidays). Please inquire with the SCT if you wish to add this option on for pricing and availability as this is not always an option.

Your reservation is confirmed after signing the Rental Terms & Conditions AND Rental Contract at which time the Initial Rental Payment is due in full. The Initial Rental Payment includes a \$500 *non-refundable* down payment on the total cost of the rental AND a \$500 *refundable* Security/Damage Deposit. The Final Rental Payment, which is the remaining full balance of the rental fee, is due no less than 30 days prior to the date of the event.

The Security/Damage Deposit covers the cost of repair for any damages, additional clean up and/or staff overtime that occurs during the Renter's event. In the event that the damage or staff overtime pay exceeds \$500.00, the Client will be responsible for the remaining balance.

The Security/Damage Deposit is refundable provided the following guidelines are met:

- The property is left at the conclusion of the rental period in the same quality of condition it was received.
- ON TIME departure at the conclusion of the rental period of renters, guests, vendors, personnel and vehicles. The property will be monitored for on time departure, adherences of all renter(s),

guests, vendors and personnel to this Rental Policies Agreement, cleanliness and/or damage. If it passes inspection the Security/Damage Deposit will be refunded by mail to the listed recipient located on the Rental Contract within 60 days from the date of your event. In all cases, the extent of damages and reparation shall be determined solely by SCT and is not subject to arbitration negotiation. Should reparation exceed the damage fee, you will be billed for the remaining balance, which may include attorney fees with full payment expected within 60 days from the date of your event.

Certificate of Liability

The Renter must provide a Certificate of Liability naming Sumner County Tourism (SCT), Sumner County, and Roger's Group as insured for a minimum of \$1,000,000.00. This certificate must be submitted to SCT no later than 30 days before the event.

Cancelations & Event Date Change Requests

All cancelations and/or change of date requests will be accepted in writing only and must be submitted and signed by the same person who signed the original contract. In the case of cancelations SCT will refund *ONLY* the \$500 *refundable* Security/Damage Deposit and will NOT return any and/or all other monies paid toward the cost of the rental.

In the case of event date change requests, the new event date must be selected to occur within one calendar year of when the event date was originally scheduled. The new event date is subject to availability.

Event End Time

Events must end by 11:00 p.m. unless prior approval is granted by SCT. All music, food service and alcohol services must end by 10:30pm. The last hour of the rental period is expected to be used for breakdown/clean up. The Renter is responsible for ensuring that everything belonging to themselves, their guests and/or vendors and personnel has been removed by 12:00 midnight. It is the renter's responsibility to confirm that tent locations and all other areas of the property are clear of personal belongings, decorations, equipment, tools, trash, all vehicles, etc., that may have been left behind. Anything left behind after the conclusion of the event will be discarded. Sumner County Tourism cannot be held responsible for lost, missing or forgotten items. Any unauthorized vehicles left on the property after 12:00 midnight are subject to being towed.

Plan your event so that the breakdown and cleanup can be completed by 12:00 midnight to avoid additional charges for staff time. If the user incurs additional staff charges during the event, the deposit will be held to cover these costs. Should these costs exceed the deposit, the user must pay in full within 30 days of being invoiced.

Set-up & Breakdown/Cleanup

Set-up and breakdown of equipment, including tents, tables & chairs, stage, etc., is solely the Renter's responsibility. Deliveries, set-up & breakdown/cleanup must take place within the rental period to avoid extra charges for staff time. Pick-up of any large items after the rental period must be scheduled and approved in advance to avoid scheduling conflicts. Please be aware that arrangements outside the rental period may incur an additional fee.

A representative of the Renter must be on property to sign for any deliveries. Sumner County Tourism is not responsible for the protection or storage of items brought on the premises for an event.

Damages

Renter will be held responsible for all damages. The Comer Barn property must be left in the same condition as it was found in order to alleviate forfeiture of damage/cleanup deposit or receiving an invoice for damage/additional cleanup. Removal of any items from their designated place at the Comer Barn property is strictly forbidden.

Event Breakdown

The rental period provided by this Rental Policies Agreement AND the Rental Contract is a 15 ½ hour time frame ONLY from 8:30am to 12:00 Midnight.

The event must end by 11:00 p.m. The final hour from 11pm to 12:00 midnight is for breakdown and cleanup. All elements that are included with this event must be removed that same night immediately following the event without prior approval.

It is the Renter's responsibility to make sure the Renter's event vendors clean up during and after the event and leave the facilities in the same condition as they found them. Failure to do so will result in the forfeiture of the Renter's security deposit. Sumner County Tourism is not responsible for any items left on the property before, during or after an event. Any items left behind will be disposed of. Ultimately, the Renter will be responsible for any clean up and items left on the premises.

Caterers & Liability Insurance Coverage

All caterers must be licensed and approved by SCT in advance. Caterers and/or anyone serving food on SCT grounds must provide a Certificate of Liability Insurance with workers compensation included naming SCT, Sumner County and Rogers Group as an additional insured for a minimum of \$1,000,000.00 for each occurrence. This certificate must be submitted to SCT no later than 30 days before the event. Caterers will not be allowed on the premises, nor will any other vendors, groups or individuals be allowed to serve food on the premises, unless this certificate has been provided.

All catering food preparation activities should take place behind the Comer Barn in designated areas. Cooking is not allowed inside the Comer Barn. Exceptions to this must be approved by SCT in advance. The licensed and insured catering company must be present to serve all food and clean up all food throughout and following the event. If food and beverage residue is left behind on the property, the Renter's security deposit will be forfeited. All trash, catering and food supplies must be removed the evening of the event.

Vendors

All rental items needed for the event MUST be rented from a vendor approved by SCT. Vendors such as florists, caterers, portable restrooms, stage & lighting, musicians and rental contractors are the Renter's responsibility and must adhere to the same rules, guidelines and restrictions imposed by SCT. All staging and tent vendors must provide a Certificate of Liability Insurance with workers compensation included naming SCT, Sumner County and Rogers Group as an additional insured for a minimum of \$1,000,000.00 for each occurrence. Sumner County Tourism may require other vendors to present proof of liability insurance and workers compensation prior to event setup. A complete list of vendors & their phone numbers is required as part of the final walkthrough.

Portable Restrooms

At present the Comer Barn property has no working restrooms. Therefore, it is the Renter's responsibility to contract with a vendor to supply these facilities at the Renter's expense. The size of the event will determine the number of restrooms that are required. This will be determined by SCT prior to the event. These facilities must comply with all local, state and federal requirements.

Staging

If a stage is to be used, it must be of adequate size and structure for the type of event that is being held. The Renter must supply SCT with details of the stage to be used and the type of activities that will take place on the stage. All stages and vendors must be approved by SCT in advance.

Tents

Large tents may be brought on the property. All tents larger than 20' x 20' must be rented through a vendor approved by SCT. Small tents that are weighted and not staked (20' x 20' or smaller) are permitted. Tents must adhere to all fire code regulations.

Alcoholic Beverages

Renter is permitted to serve alcohol during the event to any persons 21 years of age or older. All alcohol served on SCT property must be served and/or supervised by an ABC licensed bartender. Bartenders serving at your event must provide proof of their ABC license no less than 30 days prior to the date of the event.

Alcoholic beverages may not be sold except by a non-profit organization which must provide the required permit obtained from the Alcoholic Beverage Commission. If a non-profit chooses to sell beer or take donations on beer a special permit may be obtained by the Beer Permit Board. Any persons who are deemed by SCT staff to have had too much to drink or who behave in an unruly manner will be asked to leave the premises. Sumner County Tourism reserves the right to call law enforcement if the person appears to be incapable of safe driving or behaves in a threatening manner. Renters are held responsible for the behavior of their guests and any damage to the property caused by a guest will be the financially responsibility of the Renter.

Alcoholic beverages may be served only during the specified hours of the event and service will terminate 30 minutes prior to the conclusion of the event. The Renter has the responsibility to adhere to all state and local regulations governing the sale and consumption of alcohol. It is understood that alcoholic beverages will be served with accompaniment of substantial food. Sumner County Tourism assumes no liability for the actions of individuals as a result of permission to serve alcoholic beverages. Individual guests may not bring alcoholic beverages onto the premises without prior approval or take poured beverages off the event site at any time. Alcohol may not be served at student-sponsored events.

Event Decorations

Decorations may not be placed on or attached to the Comer Barn unless approved in advance by SCT. No open flame decorations are acceptable such as tiki torches, fire pits, etc., unless approved in advance by SCT. Candles or lanterns are allowed only if enclosed in a votive holder, hurricane lamp or other glass enclosure and are limited to tables and illuminating pathways. You may not use confetti, fake flower petals, glitter, sparklers or rice at any point during the rental. Bubbles, butterflies, real flower petals and birdseed are allowed in reasonable quantities. All balloons or bows attached to signage leading to the

property must be removed by the end of rental period. Use of animals, except for service animals, is prohibited unless approved in advance by SCT.

All forms of firearms, ammunition and weapons of any kind are strictly prohibited. ABSOLUTELY NO FORM OF FIREWORKS, SMOKE MACHINES OR PYROTECHNICS OF ANY KIND ARE PERMITTED UNLESS APPROVED IN ADVANCE BY SCT. Electrical outlets are provided for outside electrical equipment. These are standard outlets and should not be overloaded by too much or too powerful equipment. SCT staff will provide assistance securing plug locations. Renter is responsible for providing or renting generators if it becomes necessary. Sumner County Tourism will NOT provide any ladders, tools, extension cords or other equipment for the use of the Renter, event guests, vendors or other personnel. If any of these items are needed for decorating the renter(s) must provide it. Any damage to SCT property or buildings will be charged to the Renter at full replacement cost.

Music/Sound

All outside music must be reasonable in volume, not interfere with normal operations and must end by 10:30 PM., unless approved in advance by SCT. Staff can provide guidance in setting a reasonable volume for sound. Any live music providers must comply with the conditions of the rental agreement. Music providers should be aware of the time of the rental agreement, and should take that time into consideration during set up or breakdown of equipment. The Comer Barn property is near residential areas. Bands, DJ's and dancing are permitted; however, excessively loud music is not permitted. Music/sound must comply with local sound ordinances. If the Renter's music is above these levels, the Renter will be issued a warning from SCT staff. If, after the first warning, the music does not comply with guidelines, law enforcement will be contacted resulting in the Renter's band or DJ being escorted from our property. In the event law enforcement is contacted by an outside party regarding the noise level of the Renter's event, SCT will not be held responsible for any action taken by law enforcement. Bands may be no larger than eight members without approval in advance by SCT. Music must end by 10:30 p.m. Potential sound interference from traffic, aircraft, trains, sirens, etc. cannot be controlled.

Photography

By hosting or participating in an event at the Comer Barn and Property, the Renter and their guests have given permission for the use of any photographs or videos in SCT publications, website or videos.

Smoking

Smoking is not permitted in the Comer Barn or on the grounds.

Security

Sumner County Tourism, its staff, board members and/or volunteers DO NOT provide security for the event. Further, they DO NOT assume any responsibility for security, damage or loss of any personal property at the Comer Barn property or for any items damaged or left unattended. For events exceeding 250 guests the Renter is responsible for hiring a minimum of one (1) off duty police officer or security guard for the safety and protection of the Renter, guests, vendors, personnel and SCT staff. Some events may require the Renter to hire additional officers and/or traffic control officers as required by SCT. The type of event will determine the number of guests possible, as approved by SCT.

Safety

The safety of visitors and staff is of the highest priority. We reserve the right to reschedule an event due to weather conditions.

Client/Guest Conduct

Any action by users or guests that endangers SCT buildings and grounds or its contents or is in conflict with these guidelines, applicable laws or safety guidelines will result in the immediate forfeiture of deposit, and may result in early termination of the event. Sumner County Tourism reserves the right to call law enforcement to remove any person deemed intoxicated, disorderly or otherwise objectionable in the sole opinion of SCT from the premises. If law enforcement is called for any reason to address any person in connection with an event, the security/damage deposit will not be refunded.

Parking

Renter should designate parking areas on the layout sheet that is required by SCT one week in advance of the event. Events where more than 50 cars are expected will require parking personnel to direct guests into designated parking areas in an orderly fashion and may require a traffic control officer at the entrance/exit as determined by SCT. Renter shall restrict all parking of vehicles to areas approved by SCT. Any unauthorized vehicles left on SCT property after 12am are subject to being towed at the owner’s expense. Sumner County Tourism is not responsible for any vehicle or personal belongings left at the Comer Barn property overnight.

Site Address

2310 Nashville Pike, Gallatin, TN 37066

Be sure to provide adequate driving directions for your guests, event vendors and personnel as our staff cannot be expected to provide driving directions over the phone. GPS directions in this area have been found to be unreliable.

Indemnification and Non-Liability

The Renter hereby indemnifies and holds harmless, SCT, its officers, directors, agents, employees, volunteers, Sumner County and Rogers Group from suit, actions, damages, liabilities and expense in connection with personal injury, illness, property damage or theft resulting from the use of any space or facility at the Comer Barn property. By accepting the terms outlined herein the Renter cannot hold SCT responsible for failure to provide the basic facilities and services described here due to emergencies, noises, dis-tractions or activity on Highway 31E, catastrophes, acts of God, or interruptions of public utilities beyond SCT’s control. This information is current and applicable effective with any Agreements signed on or after November 1, 2017. In the event that SCT is required to hire an attorney to enforce any of the provisions to this Rental Policies Agreement, the renter(s) shall be required to pay for any legal fees and costs associated with the breach of this Rental Policies Agreement. The information contained herein is considered the official terms and conditions for the use of the Comer Barn Property. The Renter(s)/applicant(s) acknowledge that he/she/they have read, understood and agreed to these terms and conditions outlined in this Rental Policies Agreement.

SCT, its officers, directors, agents, Board of Directors or employees.

Signature of Renter or Organization Representative

Date

Sumner County Tourism (SCT)

Date



Rental Contract – Comer Barn & Property
2310 Nashville Pike, Gallatin, TN 37066
Phone: 615-230-8474 Email: Info@sumnercvb.com

DATE OF EVENT: Month _____ Day _____ Year _____

TYPE OF EVENT: _____

RENTER NAME / ORGANIZATION _____
(This person must sign any and all changes or additions to this contract)

CONTACT PERSON: _____ AFFILIATION: _____

PHONE (OFFICE): _____ PHONE (CELL): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ FAX: _____

EVENT START TIME: _____ EVENT END TIME: _____

EVENT SET UP TIME: _____

EXPECTED NUMBER OF GUESTS _____ NONPROFIT* _____ FOR PROFIT _____

*Please provide documentation of nonprofit status.

CATERER: _____ PHONE: _____

ADDRESS: _____ CITY, STATE, ZIP: _____

ARE YOU SERVING ALCOHOL? _____ If yes, who will be serving the alcohol? This person must have a current ABC license from the State of Tennessee.

NAME: _____ PHONE: _____

EQUIPMENT VENDOR(S):

NAME: _____ EQUIPMENT: _____ PHONE: _____

NAME: _____ EQUIPMENT: _____ PHONE: _____

NAME: _____ EQUIPMENT: _____ PHONE: _____

NAME: _____ EQUIPMENT: _____ PHONE: _____

NAME: _____ EQUIPMENT: _____ PHONE: _____

NAME: _____ EQUIPMENT: _____ PHONE: _____

If you're using tents, where will tents be placed and what size? _____

Delivery Date/Time: _____ Pick Up Date/Time: _____

ANY ADDITIONAL DETAILS _____

It is understood and agreed that the Renter/Organization renting the facilities and grounds will hold SCT, Sumner County and Rogers Group harmless in any and all occurrences arising from the use of the facilities under the terms of this contract. All rental contracts are subject to the approval by Sumner County, Rogers Group and the SCT, and may not be changed unless agreed to in writing by the Renter/Organization and SCT.

All deliveries and pickups by vendors must be made within the designated contract hours _____ Initial

By signing below I, the Renter, acknowledge that I have read, understand and agree to abide by the terms of this contract and the Rental Terms and Conditions as written, including all terms required therein and all charges incurred during the cause of this rental. I agree to always respect and uphold the historical integrity of the Comer Barn & Property regarding my rental of the property. I understand that if I or anyone in attendance at my event fails to meet the terms of this contract, including any and all rules or regulations set forth by these documents which pertain to my rental of the property, I personally or my organization will be financially responsible, up to and beyond the amount of my Security/Damage Deposit, for all charges incurred due to damage or negligence on the date of my event.

RENTER: _____ DATE: _____

ORGANIZATION REPRESENTATIVE: _____

SUMNER COUNTY TOURISM: _____

DATE: _____

Any changes or additions to this contract and its related documents must be made in writing, and signed by both parties above: Written correspondence may be sent: Email: barry@visitsumner.tn.com
Mail: Sumner County Tourism, 2310 Nashville Pike, Gallatin, TN 37066

RETURN OF DEPOSIT

Please provide the name & address of the person after the event who should receive the Security/Damage Deposit if all requirements of this contract are met (Deposits will be returned within 60 days).

NAME: _____

ADDRESS: _____ CITY, STATE, ZIP: _____

EMAIL: _____

(Office Use Only) RENTAL COST	(Office Use Only) PAYMENTS
<p>RENTAL _____</p> <p>SECURITY/DAMAGE DEPOSIT _____</p> <p>TOTAL RENTAL AMOUNT _____</p>	<p>INITIAL RENTAL PAYMENT Amount _____ Check# _____ Date Received _____ Emp _____</p> <p>FINAL RENTAL PAYMENT Amount _____ Check# _____ Date Received _____ Emp _____</p> <p>SECURITY/DAMAGE DEPOSIT Amount _____ Check# _____ Emp _____ Date Received _____ Less _____</p> <p>SECURITY/DAMAGE DEPOSIT REFUNDED Check# _____ Date _____ Emp _____</p>

(Office Use Only)	RECEIPTS OF PROOF OF INSURANCE	
Event Liability Insurance	Date: _____	Emp _____
Caterer Liability Insurance	Date: _____	Emp _____
Individual Food Provider	Date: _____	Emp _____
Tent Liability Insurance	Date: _____	Emp _____
Stage Liability Insurance	Date: _____	Emp _____
ABC Bartender License	Date: _____	Emp _____
Other Vendor: _____	Date: _____	Emp _____
_____	Date: _____	Emp _____
_____	Date: _____	Emp _____