

T H E B A R N A T S H A G W A Y

Weddings & Events

V E N U E

The Barn at Shagway, LLC

5949 Shagway Rd

Ludington, Michigan 49431

thebarnatshagway@gmail.com

www.thebarnatshagway.com

Event Rental Packet

2024 Rental Pricing

Updated March 2024

Off-Season Venue Rental

November-May

Available Hours 9:00 a.m. - 11:00 p.m.

Sunday through Saturday

Venue Rental

\$125 Per Hour Starting Rate

3 hour minimum

**Up to 200 attendants

Barn Rental & Use of Grounds

Event Parking

2 Port-a-Johns with Hand Washing Station

Garbage Cans & Liners

On-Site Host

◆ Renter must remove bagged garbage to the on-site dumpster ◆

◆ All personal items must be removed at the end time of the reservation date ◆

*RETAINER FEE

The Retainer Fee of 50% of total venue rental price reserves your rental date at The Barn at Shagway.

The Retainer Fee will be applied towards your Balance Due.

DAMAGE AND INFRACTION DEPOSIT

The Damage and Infraction Deposit of 50% of total venue rental is due within 14 days of receipt of the Retainer Fee.

The Damage and Infraction Deposit will be refunded upon inspection after the event (within 2-3 business days) if no damages or infractions incur.

*BALANCE DUE

The Balance Due must be paid 30 days prior to your event.

Failure to pay the balance due will result in cancellation of your event and surrender of your date.

PAYMENT METHODS

Credit Card

Check made payable to: The Barn at Shagway

Cash

**Attendance Exception made for graduation parties only

*Non-Refundable Payments

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VENUE RENTAL CONTRACT GENERAL INFORMATION

Renter's Name _____

Renter's DOB
Must be 21+ _____

Renter's Contact
Information Phone _____

Email _____

Date/Time of
Permitted Use _____

Rental Type _____

Alcohol at Event YES +\$25/hour NO

3% Service Fee _____

Add-Ons _____

Total Venue
Rental Price _____
(adjusted 6% sales tax)

A copy of the RENTERS'S photo ID must accompany the rental contract.

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VENUE CONTRACT LEGAL

Section One: Venue Rental

1. The VENUE will not be rented to minors. The RENTER must be 21 years or older to rent the property.
2. The VENUE is the lessor and agrees to reserve The Barn at Shagway on the RENTER'S requested date if available upon receipt of the Retainer Fee.
3. The VENUE must receive the Damage and Infractions Deposit from the RENTER within 14 days of receipt of the Retainer Fee as assurance of compliance to this contract. Failure to make this deposit will result in cancellation of reservation and loss of 50% of the Retainer Fee.
4. The VENUE is the lessor and agrees to rent The Barn at Shagway on the RENTER'S date upon receipt of the Balance Due 30 days prior to the scheduled event.
5. The date and time of permitted use is when the RENTER can access the VENUE on the same date.
6. The RENTER agrees to abide by the Venue Contract as outlined in The Barn at Shagway Event Rental Packet.

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Section Two: Big Points

1. Personal decorating and removal of decorations must be completed within the hours of the date of the VENUE rental.
2. The VENUE will provide 2 Port-a-Johns, one being handicap accessible, with hand washing stations. 2 Port-a-Johns will be serviced prior to the RENTER'S event and stocked fully with toiletries. If the RENTER wishes to rent additional Port-a-Johns for their event, they must notify the VENUE as early as possible but at least 10 days prior to the event. The RENTER will then be responsible for reserving, renting, delivery and removal of additional Port-a-Johns from their company of choice. **The VENUE is not responsible for additional Port-a-Johns.**
3. If outside vendors or caterers are hired for the event, the RENTER must make the VENUE aware by email at thebarnatshagway@gmail.com as early as possible but at least 10 days prior to the event.
4. If outside vendors or caterers are hired for the event, they will be allowed to be on the premises one hour prior to the start of the event without additional fee.
5. The final guest count must be provided to the VENUE 10 days prior to the event date. Attendance exceptions will be made for graduation parties only, however the VENUE requests the RENTER provide the total amount of invitations sent to anticipate attendance.
6. The VENUE **will not** be rented for profit making or where cover entrance is charged.
7. The VENUE **may** be rented for non-profit fundraising. If renting the VENUE for non-profit fundraising, the RENTER must notify the VENUE up front and prior to accepting the Retainer Fee for the reservation.
8. If alcohol is to be served at the event, the RENTER must be in total compliance with Section Six: Alcohol Policy. Failure to provide the necessary documentation required will result in no alcohol service the day of the event.
9. If food will be served, the RENTER must provide a description of food items and service type (buffet, cater, grab-n-go, crock-pot meals, etc.) 10 days prior to the event. The CLIENT must provide their own extension cords for hot bar items. Open flame is not permitted, i.e. grills.
10. Bachelorette, Bachelor and Stag parties are not permitted.
11. Firearms are not permitted.

Section Three: Communication Clause

Communication with the VENUE shall be conducted through email:
thebarnatshagway@gmail.com

The VENUE will reply to emails within 24 hours during normal business hours 8:00 a.m. - 5:00 p.m. Monday-Friday Eastern Standard Time. If emails are sent outside of normal business hours, the VENUE will reply within 24 hours of the next business day.

Section Four: Damage and Infraction Deposit

The RENTER must make the Damage and Infraction Deposit of 50% of the total venue rental to the VENUE within 14 days upon receipt of the Retainer Fee and will be refunded upon detailed inspection of the property.

The RENTER is liable for all claims, injuries and litigation arising out of the RENTER'S use of the premises and for all damages that occur while the VENUE is being rented in their name. The RENTER understands that if the damages exceed the Damage and Infraction Deposit, they are liable for the additional expenses required to return the VENUE to its original condition.

Any and all damages will be photographed and reported to the RENTER upon withholding the deposit and / or requesting restitution.

Should the VENUE be left in such disrepair, major incidents occur or failure to return the property to its original state, the RENTER will be banned from renting the property thereafter.

Section Five: Insurance

- The RENTER must provide a copy of their *Homeowners Insurance Policy* with a *Host Provision* and *Umbrella Liability Coverage*, or equivalent, 10 days prior to the event.
- The RENTER must provide a copy of a *24-Hour Liquor Liability Insurance Certificate*, or equivalent, 10 days prior to the event if alcohol is to be served at the event.

Section Six: Alcohol Policy

- If the RENTER will have alcohol at the event, the RENTER must obtain and provide a copy of their *24-Hour Liquor Liability Insurance Certificate*, or equivalent, to the VENUE at least 10 days prior to the event.
- The RENTER may hire a licensed bartender for the event. If a licensed bartender is hired for the event, the RENTER must provide a copy of the licensed bartender's insurance policy 10 days prior to the event.
- The RENTER must purchase alcoholic beverages for their guests. The VENUE is not responsible for purchasing alcohol.
- Outside alcohol and personal alcohol is strictly prohibited. Consumption of alcohol must be only what the RENTER provides for attendants at the event.
- If the RENTER hires a licensed bartender, self-serve is strictly prohibited.
- The VENUE and hired licensed bartenders have the right to cut off any guest from the consumption of alcohol while on the premises if consumption appears excessive.
- The VENUE provides the physical bar. The RENTER provides all equipment and products including but not limited to the following for the bar: ice, cups, straws, napkins, mixers, strainers, coolers, blenders, beverages, garnishes, cutting boards, utensils, etc.
- Photo ID is required to consume alcohol.
- Alcohol cannot be consumed by minors.
- The RENTER reserves the right to hire event security as precaution so the VENUE does not carry the sole responsibility of monitoring alcohol consumption.
- No additional alcohol is to be brought onto the premises by the RENTER or attendants after the event has started.
- If at any time the VENUE deems alcohol consumption to be excessive, the VENUE and hired licensed bartenders have the authority to shut down all alcohol service and/or evict inebriated guests from the premises.

VIOLATION OF THE ALCOHOL POLICY WILL RESULT IN LOSS OF DAMAGES AND INFRACTIONS DEPOSIT AND COULD ALSO RESULT IN THE EVENT BEING SHUT DOWN BY THE VENUE ENTIRELY.

Section Seven: Rules and Policies

The following rules and policies have been established by the VENUE to ensure safety of all guests, staff and proprietors while renting the VENUE. It is the responsibility of the RENTER to abide by these rules:

1. The use of tape, wire, glue, tacks, nails, screws or any other adhesive or fastener for decorations is not permitted. All personal decorations of the RENTER must be placed and removed without leaving damage. Be kind to the property, leave it as you found it.
2. No glitter, confetti, silly string, etc. may be used on the grounds indoor or outdoor.
3. The RENTER must provide all tables, seating and decorations. Upon availability, the VENUE may rent tables and seating at an additional fee to the RENTER.
4. Decorating and tear down must occur within the hours of the RENTERS reserved date. If the RENTER arrives earlier to set up or stays longer to tear down outside of the agreed rental hours on the RENTERS reserved date, an hourly rate of \$125 will be invoiced to the RENTER.
5. All children 16 years of age and younger must be accompanied by an adult while on the premises.
6. No fireworks, sparklers, candles, open flames or cold sparklers are permitted.
7. Smoking is not permitted in the barn.
8. Climbing on structural ladders inside the barn is strictly prohibited.
9. Access to surrounding grounds is available to the RENTER and their guests. The house at 5955 Shagway Rd is residential and not available to the RENTER or their guests.
10. Permission of alcohol consumption must comply with Section Six: Alcohol Policy.

Section Eight: Cancellation Policy

- Cancellation of the event results in surrendering the RENTERS reservation date.
- Cancellation of the event results in the loss of Damage and Infraction Deposit.
- Early cancellation of the event 31 days or further out than the date of the event will result in 50% return of any payment made less the Damage and Infraction Deposit.
- Late cancellation of the event 30 days up to the date of the event will result in 25% return of any payment made less the Damage and Infraction Deposit.
- No show the day of the rental date or last minute cancellation the day of the rental date will result in no return of any payment made, including the Damage and Infraction Deposit.
- The RENTER may transfer their event one time to a new available date within 365 days of the original scheduled event without penalty of Cancellation Policy. Any payments made will transfer to the new date at no additional fee. Payment schedule for new payments will be adjusted accordingly to the new scheduled date.

Section Nine: Venue Rental Fees and Payment Schedule

To be Completed
by Shagway Staff

EVENT DATE

RETAINER FEE **DUE**

Retainer Fee
Payment

Date Received

Received By

Payment Method Cash Credit Card Cashier's Check #

Invoice Number

BALANCE DUE **DUE**

Balance Due
Payment

Date Received

Received By

Payment Method Cash Credit Card Cashier's Check #

Invoice Number

DAMAGES & INFRACTIONS **DUE**

Deposit

Date Received

Received by

Payment Method Cash Credit Card Cashier's Check #

Invoice Number

Non-Discrimination Statement

The VENUE, The Barn at Shagway, LLC, does not discriminate against any person on the basis of race, gender, gender expression or identity, sex, pregnancy, marital status, color, national origin, ethnic origin, social origin, sexual orientation, religion, belief, culture, language, birth, disability or age in participation of any of its rentals, events, services or employment.

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