

Venue Rental Contract



Thank you for choosing Tailwind Acres, LLC to provide the backdrop for your event. Memories made here will last you a lifetime. An event like this is a collaboration between the organizers and clients and communication is key. We are entering into a contract together, so let's create an experience that meets your needs while also honoring policies and guidelines.

Tailwind Acres, LLC Venue Rental
(e.g. family reunions, graduation celebrations, business retreats,
and wedding ceremonies – no receptions – please view
Wedding Contract for those details)

Venue capacity: 150 people in the upstairs of the barn.

Parking is available in a mowed field across gravel road; signage available to direct parking and guests to various locations. Limited parking is available onsite.

Scope of Rental

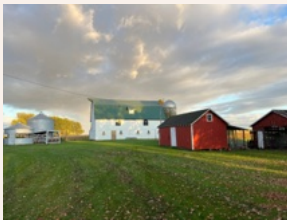
- Rental minimum is 3 hours and the maximum rental is 12 hours, booking between 10a.m.-10p.m during the week or weekend, May - October. Some restrictions apply.

The Barn



- Full access to the entire 1950s barn (except lean-to), which is approximately 3,800 square feet (~1,800ft upper level). The top floor features reclaimed bleacher board from Winona State University, as well as west-facing arched windows circa early 1900s extracted from the original Decorah Post Office. The bottom floor of the farm is more rustic with cement, some original stanchions left for charm and history, and some other original features. The downstairs floor has space for caterers to plate food, if desired.
- 6 foot wide main staircase, with wheelchair lift and a second emergency exit with small platform.
- 6 to 8 standard electrical outlets.
- There is lighting throughout the barn, plus yellow hue bistro lighting hanging from the rafters.
- Please note, the barn is not climate controlled. We will have fans and the ability to generate a small north/south cross breeze.

The Grounds



- Guests may tour/mingle many areas on the grounds with the exception of the following locations: our residence (brick house), behind our residence, the tree house, the swing set, white/red sheds located on the north-side of the property and henhouse. We also ask that guests do not open doors/buildings that are not booked as part of the wedding, many of these buildings will be locked.
- Guests may enjoy the flower gardens, the Binzebo, and outdoor wash station and open lawn. You are welcome to rent canopy tent/s and place these tents in designated areas on the lawn. Please see our Vendor List for suggestions.
Specific to wedding ceremonies only:
 - Wedding ceremonies may take place at several locations throughout the property. We are open to discussion if you have a certain vision/ideas. A decision about location must be made 30 days prior to the wedding date.
 - We have a black arch available at no extra cost, if desired for a wedding ceremony. Otherwise the couple may bring in decorations (please see “Rules” for some exceptions.)

The Cottage

****Coming Spring 2024**

- Full access to the Cottage during the rental timeframe. This 390 square foot renovated space is a flexible prep area for wedding preparations (e.g. getting ready, storing supplies, food, etc). It is climate controlled with a mini-split air conditioner and in-floor heating. It has wi-fi, but please note there is no television. The Cottage also features a kitchenette with an induction hot



plate, full-size fridge, microwave and cooking utensils. The on-suite bathroom has a walk-in tiled shower, toilet and vanity.

- The Cottage also features a separate new indoor single stall restroom. The rest room is suitable for a maximum of 100 persons. **If your event has 100 or more, we will provide a standard portapotty for additional use at no cost up to the max capacity of our facility.** If you desire additional restrooms, you may choose to open the guest Cottage for bathroom use, rent additional portapotty/ies, etc.
- Please note: the Cottage maybe booked separately for an overnight stay in conjunction with the event rental. This booking will be done through Airbnb, but you should plan to contact Flannery at flannerycerbin@gmail.com to confirm. The sleeping capacity is 4 persons, with a queen-sized bed in the common area and an extra mattress in a small loft.

Additional Provisions



- Listed below are the options we have for tables and seating and are available at no additional cost to guests at your event. **We can provide you with suggestions of layouts in the barn and outside ahead of time, and have tables and chairs set up prior. If you fail to notify us, tables and chairs will be your responsibility.** If you require additional items, we have listed some suggested vendors on our website.
 - We provide roughly 20, 4-foot long homemade barn board benches. One bench can seat two people comfortably. They can be used indoors or outdoors.
 - We provide 28 eclectic school chairs (12 mint colored ones and 16 brown that feature a variety of different color legs) and 29 wooden antique folding chairs. These can be used indoors or outdoors.
 - 12 wooden tables 8-foot long, made from reclaimed wood, these are lovingly homemade and historical.
 - We provide seven (7), 8-foot long banquet tables (two (2) of them are 2.5ft wide and five (5) of them are 2ft wide). They are brown and come without tablecloths. We suggest these be used as gift table(s) and/or food service tables.

We do not include: sound system, microphone, stage, linens, dish-ware, decor beyond what already exists in the barn, wi-fi in the barn.

Florals



- We are also a flower farm and would love to provide you with blooms for your event. Flowers are grown on the farm and their window of availability is from mid-July to mid-September. Options vary, along with pricing.



Erik Dutcher Photography

Please reach out to Flannery at flannerycerbin@gmail.com with questions or for pricing.

Policies:

Food & Drink:

- We do not provide any catering services. Please see our Vendor List for some suggestions in the area.
- All beer/wine must be purchased through Tailwind Acres. We will provide your event with a full bar and staff, serving a variety of beer and wine. We can accommodate an open bar, cash bar or hybrid model.
- No liquor will be served.
- Absolutely no outside alcohol is allowed on the premises.
- Alcoholic beverages will not be served to anyone under the legal drinking age or who appears to be intoxicated. The staff is instructed to request identification from all guests who may not appear to be of legal drinking age.

Cleaning:

- All rented areas must be cleaned by the end of the rental timeframe, so please budget your rental time accordingly. There will be an added fee of \$100 per hour as a penalty if not honored. There will be provided garbage cans for trash and recycling (cans, plastics) that can be left onsite, as well as a broom for sweeping the barn floor.
- Tailwind Acres staff will set up and break down provided tables and chairs. Any additional rented items will be the responsibility of the client.
- Cleaning instructions for the Cottage will be provided prior to check-in and a summary will be in the building.
- If more cleaning is required than a reasonable amount, the client's security deposit is subject to be deducted from.

Additional:

- All guests must be off-site within 30 minutes of the end of their rental time. A fee of \$150 per 30 minutes will be applied for exceeding the contract time.
- No pets are allowed on the premises, unless designated service animal.
- The following decorations are prohibited: no open flames/candles, fireworks, animals, confetti or bounce houses.
- Please do not use nails, tape or adhesive materials of any kind on walls in the guest house or barn.
- Guests will only be allowed to smoke in designated smoking areas outside of the building, on cement pad only and dispose of cigarette butts.
- Noise must be kept to a reasonable level.

Damages & Insurance:

- The client will be liable for any damages, legal actions, and/or loss of reputation or business opportunities that the owner may incur as a consequence of the actions of the client or any of the client's guests or invitees during the length of the rental. The client agrees to defend, indemnify and hold harmless the owner against any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this agreement, the negligent actions, willful misconduct or omissions of the client, and the client's guests, invitees, agents, vendors, and sub-contractors, including without limitation, reasonable attorneys' fees.
- The owner is not responsible for any items personal or otherwise brought into the venue or the venue's parking areas that are lost, stolen, damaged, or otherwise lose value.

Cancellation:

- The client will be entitled to a full refund, minus the non-refundable initial deposit as long as the cancellation is made 60 days before the rental date.
- Tailwind Acres, LLC is not liable for failure to perform due to causes beyond its reasonable control, such as force majeure such as of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters and other acts which may be due to unforeseen circumstances. In such cases, all payments, except the initial deposits, made by the client under this agreement shall be refunded.

Contract:

For the forthcoming
nuptials between:

Add client names

Date:

Prepared by:

Flannery Cerbin-Bohach & Adam Bohach
Tailwind Acres, LLC

MM/DD/
YYYY

Payment & Terms:

<p>Non-refundable initial deposit of 10% is due upon signing. This will be applied to your total balance. This will not be returned in the event of a cancellation.</p>	<p>**Payment due upon signing of contract: (MM/DD/YR): _____</p>	
<p>First hour of booking</p>	<p>**Payment due two weeks prior to event: (MM/DD/YR): _____</p>	<p>\$200/first hour booked</p>
<p>Every subsequent hour:</p>	<p>**Payment due two weeks prior to event: (MM/DD/YR): _____</p>	<p>\$100/hour</p>
<p>Iowa Sales Tax @ 7%</p>		
<p>Damage Deposit - after the event, we will clean and inspect the grounds and buildings, if no damages are accrued the full deposit will be mailed back within one week prior to the event. Upon damage, an itemized bill with photos will be mailed and the security deposit withheld.</p>	<p>**Payment due two weeks prior to event: (MM/DD/YR): _____</p> <p>Returned, pending approval, one week prior to event: (MM/DD/YR): _____</p>	<p>\$250</p>
<p>Grand Total:</p>	<p>*payment forms: cash, check payable to Tailwind Acres or we can send you an invoice via Square (please note, a 3.5% processing fee will be added for credit card use)</p>	

**Tailwind Acres, LCC reserves the right to terminate this agreement if any required payment is not made in accordance of the outlined deadlines.

Venue Rental Date:

Number of expected guests:

Item	Confirmation of details	Payment	Cost
Florals (optional) / extra charge	Due 3 months prior to event: MM/DD/YR): _____	**Due two weeks prior to event: (MM/DD/YR): _____	TBD: \$ _____
Beer and/or wine (optional - no outside alcohol is allowed)	Due 3 month prior to event: MM/DD/YR): _____	**Due two weeks prior to event: (MM/DD/YR): _____	TBD: \$ _____
** Wedding Ceremony Only - confirmation of location	Due 30 days prior to event: (MM/DD/YR): _____	N/A	N/A

**Tailwind Acres, LCC reserves the right to terminate this agreement if any required payment is not made in accordance of the outlined deadlines.

Additional details:

This Agreement is made this _____ day of _____, 20_____, by and between, Tailwind Acres, LLC, 20302 180th St. Cresco, IA , and ___Clients names_____ and _____

WHEREAS, the client desires to temporarily use of the barn, cottage and grounds at the owner's venue, located at 20302 180th St. Cresco, IA, more particularly described above and

WHEREAS, the owner agrees to such rental, occupation, and use in consideration of certain payments and covenants therein enumerated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agrees to the terms above.



www.tailwindacres.com

Like us on Social!