

Magnolia Bend

Updated version as of October 2020

This Rental Agreement – made and entered into as of the date last set forth below, by and between Magnolia Bend, LLC (“Magnolia Bend”) and _____ (hereinafter sometimes referred to as “Renter(s)”).

Whereas, Renter(s) desires to rent the facility from Magnolia Bend on the terms and conditions set forth herein and Magnolia Bend is willing to rent the facilities on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the rate set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

1. **Facilities: Event: Date: Rate:**

Magnolia Bend shall make the **Ballroom**, its contents, staff, and grounds available for purposes of a Wedding and Reception, or other approved special event. Upon execution of the Agreement and payment of the required fee,

Magnolia Bend shall be reserved for (names) _____.

On the Date(s) of _____.

At a Rate of _____.

Circle options requested

Prices-

Regular price : Magnolia Bend Ballroom, Chapel, Cottage and overnight stay for two: will need separate check for cottage.

\$7500.00.

Low-season months January, June, July only

\$6000.00

Magnolia Bend Man Camp. Available on AirB&B

\$500.00

Price listed is approximate, and subject to change at Owners discretion.

**Man Camp is privately owned by The Murrell Family and we share a friendly partnership

Deposit(s) and Booking Fee(s)–

(a) a refundable damage deposit in the amount of \$500 will be due 30 days before secured date. This needs to be in the form of a separate check, cash, or money order. No credit or debit cards accepted. The damage deposit will cover any physical damage such as, but not limited to broken windows, equipment, damaged furniture, burn holes or stains in furniture, ruined linens, lost or broken dishes, extra specialty cleaning that must be done by a professional etc. Should damage exceed more than \$500.00, legal action may be required. Damage deposit will be returned, either in full, or partially within 72 hours after event date in most circumstances.

(b) a NON REFUNDABLE **Booking Fee of \$2000.00 is required to reserve your date.** This is the only thing that will secure your date. Renter(s) understand and agree that this Booking Fee is non-refundable and is paid to induce Magnolia Bend to hold the Facilities indicated above, remove the Facilities from the market and hold them exclusively for the Renter(s), and to pay Magnolia Bend for the costs associated with the same. In the event of Renter(s) breach of this agreement, Renter(s) and Magnolia Bend agree that Magnolia Bend shall retain this Booking Fee as a liquidated damage to reimburse Magnolia Bend for its damages sustained as a result of Renter(s) breach. This Booking Fee must be paid more than 30 days before the secured date indicated above in Paragraph 1 in the form of a separate check, cash, or money order. Magnolia Bend cannot, and shall not, hold dates for an extended period of time unless previously agreed upon in writing.

The remaining balance of the agreed upon rate due must be paid and actually received by Magnolia Bend at least 30 days before secured date indicated above in Paragraph 1 in the form of a separate check, cash, or money order. No exceptions.

2. **Cancellations – Should you choose to cancel your event, all money collected will be non-refundable.** (with the exception of damage deposit, of course)

(a.) you may transfer to an alternate date within the next 24 months if desired and date is readily available

(b.) Cancellations or change of date must be in writing signed by Renter(s) and Magnolia Bend.

(c.) We require that any balance still owed after cancellation/date change be paid in full by original due date. We pride ourselves on being flexible and understanding in all circumstances, and we will work very hard to reach a payment plan without taking legal action. However, cancelling a wedding and accepting such a loss puts us in a financial bind that is very difficult to recover from. We may have turned away multiple brides inquiring about your chosen day.

3. **In the event of rain-** If you choose a beautiful, natural ceremony on the lawn, (foregoing the Chapel) and the weather is not agreeable, we can – if the circumstances allow, move the ceremony inside Magnolia Bend, and perform what is known as “a flip”. It is not ideal, but it can be done very tastefully in an emergency weather situation. Please see

Magnolia Bend staff to go over options.

Rules

4. **Use of Property** – Rental of the site includes the use of properties selected, which includes ballroom, kitchen, bride and groom changing rooms, restrooms, outside porch areas, and lawn; as well as use of all its contents.
 - a. No events may take place without consent of Magnolia Bend staff.
 - b. Use of the property is available for designated days only. All festivities including amplified music must conclude no later than 10:00 pm.
 - c. The capacity of our main building is 289 persons maximum in accordance with the State Fire Marshall restriction- please be informed this number should include that of MB staff and vendors. This number does not include people on the porch or deck, it only contains the number of people inside the main building.
 - d. Magnolia Bend reserves the right to move furniture and change layout of floor at any given time. Examples of such including but not limited to: moving a table closer to an electrical outlet, a piece of furniture or decor obstructing an exit or hiding a fire extinguisher, the overall flow of the room would be better suited in another layout.

5. **Open Flame** – No commercial cooking* is allowed in catering area. Buffet lines are the exception. Indoor fireplace is for prop purposes only. Electric candles required in lieu of any tapered candlesticks. **NO real candlesticks unless enclosed.**
 - a. Fire extinguishers are placed in the main hall and kitchen. All vendors are required to have knowledge of use.

*If your vendor is not on our “preferred vendor list” please have them contact our office.

6. **Food-** weddings should use a professional caterer. Caterers should be insured. You will need to confirm. Magnolia Bend is not responsible for food born illnesses or poor food handling. Magnolia Bend is not responsible for food running out. There should be enough food provided that our police officer, your DJ, your photographer, videographer, and 4 MB employees may have dinner once all guests have eaten.

7. **Parking requirements** – Parking is limited to the Magnolia Bend lot only.
 - a. Parking is not allowed on front lawn (directly in front of building). When street parking is a must, a uniformed officer will aid with this. Please discuss practical parking with your guests. This is a residential area in a close community, and we must respect our surrounding property owners.

8. **Smoking** – Vendors, staff and guests must follow the smoking policy.
 - a. No smoking is allowed inside the building, this is non-negotiable. This includes Vaping. Smoking is only allowed in the designated smoking area on the lawn area and on the uncovered deck.
 - b. Anyone found smoking inside the Magnolia Bend building, may result in the immediate loss of the \$500 refundable excessive cleaning/damage deposit. Please

communicate this to your guests. Cigarette butts tossed around the lawn, in the garden, parking lot, and on the wooden deck is completely unacceptable, and may also lead to loss of deposit. Please maintain honest and open communication to your guests. Please keep your cigarette butts contained in provided containers.

9. **Pets** – No pets of any kind are allowed in the Magnolia Bend buildings. Service dogs are excluded. All service animals inside the building must be wearing their official service vest at all times. Dogs are permitted on leash only on the front lawn.
10. **Noise Level** – Amplified music must be maintained at a reasonable volume and is only allowed inside the building, unless otherwise approved.
 - a. Magnolia Bend is authorized to lower sound provided by Band or DJ if deemed too loud. By Parish ordinance, all music must be turned down by 10:00 pm, and bass must be maintained and/or lowered to a respectable level at all times, as determined by Magnolia Bend. Also, it is crucial to communicate to your DJ that they must set up equipment in the loft. If they can not get equipment up the stairs, our staff is happy to assist. This is non negotiable. We DO NOT provide DJs with complimentary tables and chairs. Music ends at 10pm, no exceptions.
11. **Alcohol Consumption**
 - a. NO OUTSIDE ALCOHOL. NO PARKING LOT PARTIES. NO PRIVATE TRUNK STASH. This is dangerous. We care about your guests and their ability to get home safely. All alcohol must be served by licensed and insured bartender.
 - b. Legal drinking age in the state of Louisiana is 21 years old. This is private property, however our bartenders are trained and licensed by both the state of Louisiana and city of Alexandria. We can and will refuse service to anyone, although we will take many steps to avoid that if possible.
 - c. Magnolia Bend staff is authorized to close the bar down if alcohol consumption becomes a dangerous situation and is the cause of damage to the property.
 - d. A uniformed officer must be present at all events serving alcohol. The cost is covered by your booking. The officer may ask guests to leave at any time, should he or she deem it necessary. Any physical acts of violence may result in the event being shut down, no refunds, no exceptions.
 - e. We do not allow KEGS. We do not allow glass beer bottles, only cans. It is STRONGLY suggested you also provide canned cokes and waters. Your guests expect non alcohol drink options.
12. **Decorations** – All Decorations must be approved by the Magnolia Bend staff.
 - a. No tape (exception Shurtape), nails, or staples can be used on building surfaces. Wire, Floral wire, scotch hook strips, non-stick tape, Command Strips are allowed.
 - b. Real candles are allowed if they are enclosed in glass. If using real candles for photographic purposes only, dripless candles are strongly suggested, must be stationary, and enclosed in non-flammable containers. Battery operated tea lights are highly recommended. INDOOR REAL PAMPAS GRASS WILL REQUIRE AN ADDITIONAL \$200 CLEANING FEE. Faux Pampas is great. Live Pampas is fine for outside. LIVE

PAMPAS GRASS can not be contained, has been known to carry insects and is nearly impossible to clean in entirety.

13. No confetti, glitter, fake petals, or any artificial substances are allowed outside. Bubbles, real florals, birdseed, glow sticks, glow tubes, ribbons (natural items) and sparklers (adults only) are suggested for outdoor use. **NO CONFETTI EVER UNDER ANY CIRCUMSTANCES.**
14. Candy Bars and Candy Tables are not desirable. If this is something you have always dreamed of, please adhere to the rules as follows: No individually foil wrapped candy (think Hershey Kisses), no spherical ball shaped items, NO GUM. When children get ahold of the candy, we can not control the litter and the ants that result. Also, the round gumballs end up all over the floor like loose marbles and it's a hazard to both old and young alike on the dance floor. Chewed and discarded gum on the bottoms of expensive new shoes and furniture is vile.
15. It is understood and agreed that should your group fail to adhere to all rules, policies and conform to the proper use of the building, Magnolia Bend may, at its discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.
16. Wedding insurance is a REQUIRED purchase, at Renter(s) sole expense. Most policies range between \$100-\$200. Please research popular plans. I can also advise you on where to go locally. This is YOUR money. Look into [wedsure](#), [Eventsured](#), [wed safe](#), and [Travelers online](#). We will need to see proof of insurance upon final payment to venue. **By signing this contract, renter agrees to purchase wedding insurance.**
17. Magnolia Bend is not liable for events not being held due to uncontrollable circumstances or acts of God. (i.e. Hurricanes, Viral outbreaks and other mass health conditions, tornados, floods, road closures due to snow or ice, **power outage**, etc.) We will work with you to secure a new date, at no extra cost of course, should something like this arise. See rule 16.
18. Please be aware of weather on or around selected date. Our main entry road (not property, but Parish road) has a tendency to flood during very heavy torrential rain. However, there are three other ways to get to Magnolia Bend, all of which are easily accessible, albeit a few minutes extra, and you will need to keep your guests informed of such changes.
19. Should it become necessary in the opinion of Magnolia Bend to collect any sum due under this contract, including but not limited to rent due, or to place the same in the hands of any attorney at law for collection or suit, or to enforce any right or remedy available to Magnolia Bend under this contract or law, Renter(s) agree(s) to pay all costs of such collection or enforcement, including reasonable attorney fees. Further, the Magnolia Bend and Renter(s) agree that if Magnolia Bend files an action to enforce any covenant or provision of this contract, or for breach of any covenant herein, then the Lessor will

pay court costs and reasonable attorney fees incurred by Magnolia Bend arising from the action, such fees to be fixed the court.

20. No waiver of any covenant or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition, or any other covenant or condition of this contract, nor to justify our authorize the non-observance on any other occasion of the same or any other covenant or condition thereof, nor shall the shall any waiver or indulgence granted by Magnolia Bend to Renter(s) be taken as an estoppel against Magnolia Bend during the continuance of such default. The rights and remedies created by this contract are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. In the event Magnolia Bend shall, without fault on its part, be made a party of any litigation commenced by or against Renter(s), then Renter(s) shall pay all costs, expenses and attorney fees incurred by Magnolia Bend in connection with such litigation

21. For purposes of notice or demand, the respective parties shall be served by personal delivery or by certified or registered mail, return receipt requested, addressed to the party at:

Renter(s): _____

Magnolia Bend: _____

Either party may change its address for notice by giving notice to the other party pursuant to this paragraph

22. The Renter(s) and Magnolia Bend intend that this contract, and the performance hereunder, and all suits and special proceedings hereunder, be construed in accordance with the laws of the State of Louisiana. Further, in any action or other proceedings which relates to this contract, the laws of the State of Louisiana shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which such action or proceeding may be instituted. Any legal proceeding relating to all matters or disputes arising under this Facility Lease Agreement shall be exclusively filed, prosecuted, and defended before Louisiana's 35th Judicial District Court.

23. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unenforceable to any extent by any competent court, the remainder of this contract, or the application of such agreements or covenants shall not be affected thereby and the remainder of this contract, shall be interpreted as if such

invalid agreements or covenants were not contained herein and each term and all other terms, agreements and covenants herein shall be valid and enforceable to the fullest extent permitted by law.

24. This contract shall be interpreted to be given its fair meaning, and it shall not be construed against one party or the other. Renter(s) and Magnolia Bend agree that the provisions of Louisiana Civil Code Article 2056 shall not apply to this Facility Lease Agreement.

25. No waiver or modification of this Lease, or of any covenant, condition, or limitation herein contained, shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed, as foresaid. The parties further agree that the provisions of this Paragraph may not be waived except as herein set forth.

26. This instrument contains the complete agreement concerning the arrangement between the parties and shall, as of the effective date hereof, superseded all other agreements between the parties. The parties stipulate that neither of them has made any representations including the execution and delivery hereof except such representations as are specifically set forth herein

IF GETTING MARRIED ON ANY OTHER DAY OF THE WEEK OTHER THAN **A FRIDAY** by choice, or a **SATURDAY**, PLEASE SEE ADDITIONAL **DOC**.

I have read and understood this agreement and the policies it contains. I understand that if I, any of the guests or vendors at the event do not comply with this agreement or the policies, the event may be immediately terminated by Magnolia Bend, in its sole discretion, and/or all deposits made retained by Magnolia Bend. I understand and agree that, in addition, I will be responsible and liable to Magnolia Bend for any costs exceeding the amount of the retained deposit.

_____	_____
Renter(s)	Date
_____	_____
Magnolia Bend Signature	Date

