



365 Highway 6 East, Oxford, MS 38655  
662.550.3065  
info@TheJeffersonOxford.com

*Note: Parties interested in booking an event with The Jefferson will be emailed a link to an online contract. Contracts are signed digitally by all parties. This paper copy is provided for your review & ease of reading.*

### Venue Rental Agreement

This Venue Rental Agreement ("Agreement") is entered into on \_\_\_\_\_, between Green Family Oxford, LLC, a Mississippi limited liability company (dba "**The Jefferson Oxford**") located at 365 Highway 6 East, Oxford, MS 38655 ("OWNER"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("CLIENT"). In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

#### GRANT

OWNER hereby grants a limited and revocable license (the "License") to the CLIENT for an Event (the "Event") located at 365 Highway 6 East, Oxford, MS 38655 (the "VENUE") on the date(s) and hours specified as set forth above in the Agreement Cover Sheet. The VENUE includes the building and Event rooms as identified on the invoice in the electronic contract hereto, porches, patio, lake, parking and grounds of the VENUE. CLIENT hereby agrees to the following obligations, rules, and regulations, which shall apply to the granting of this License during the administration of the Event.

#### PAYMENTS

- CLIENT shall pay to OWNER fees set forth in the fees listed in the online invoice for the use of the VENUE, and as set forth under the terms and conditions of this Agreement.
- Reservations shall be accepted on a first-come, first-served basis. The CLIENT agrees to pay 50% of the subtotal fee set forth in the online invoice as a reservation fee (the "Reservation Fee"). The Reservation Fee serves to hold the VENUE for the specified date of the Event, and is due and payable at the time of the contract signature. **No date is secured or held without a Reservation Fee.** Checks should be made payable to "The Jefferson."
- The CLIENT shall pay the balance of the total rent and fees set forth in the online invoice **at a minimum of 30 days** prior to the Event.
- **An additional damage deposit of \$1000 (the "Damage Deposit") is due 30 days prior to the Event.** The Damage Deposit is fully refundable 10 days following the Event assuming there is no damage to the VENUE or equipment. The Damage Deposit shall in no way limit the liability of the CLIENT for damages relating to or arising out of CLIENT's use of the VENUE. OWNER may apply all or any portion of the Damage Deposit required to cover any such damages, and the CLIENT is responsible and shall reimburse OWNER for any and all damages above and beyond the Damage Deposit. CLIENT will be billed cost plus 20% for any repairs. Any damage caused to the VENUE or equipment, including beverage or food accidents, must be immediately reported to staff of OWNER. **Cleaning or damage fees may apply if cleaning beyond normal and routine cleaning is required or excessive damage is incurred.**

## CANCELLATION

- In the event a CLIENT cancels for any reason, any payments up to the date of cancellation are non-refundable. If the OWNER is able to rebook the day, then a partial refund will be considered, but it is not guaranteed. No refund will be considered without proactive notification of the cancellation by the CLIENT ahead of payment due dates. A notification of cancellation must be received in writing by email or letter.
- In the unlikely event that the cancellation is due to the fault of OWNER except as further provided herein, then all deposits made by CLIENT are fully refundable.
- Based on VENUE availability, OWNER offers the option to reschedule the Event to a new date that is within one-year of the Cancellation Date, and apply all previously received payments towards the rescheduled Event. The request for the rescheduled Event date must be received no later than 30 days following receipt of the CLIENT's cancellation notice.

## ACCESS

- Access to the building begins at 9 am the date of the Event. The building must be vacated by guests and vendors no later than 1 a.m. OWNER requires that staff be present during ALL activities to provide appropriate levels of support to the CLIENT. For CLIENTs that want to decorate the day prior to the Event or hold their rehearsal dinner at the VENUE, two-day rentals (at a special rate) are an option (based on availability).
- Weddings rentals include the following additional use of the VENUE: Two (2) hours total for bridal and/or engagement photo session subject to staff availability, two planning meetings totaling four (4) hours, and two (2) hours for a rehearsal (date(s) and time(s) are at the sole discretion of the OWNER and are subject to availability of the VENUE). As Friday weddings at the VENUE become more popular, it becomes less likely that a Saturday wedding party shall be able to rehearse on a Friday. If a specific Friday rehearsal time is desired, OWNER strongly suggests the CLIENT consider a two-day rental (at a special rate) based on availability. Under most circumstances, a CLIENT with a Sunday wedding should assume that the rehearsal shall be the day of the wedding.

## RIGHTS AND DUTIES

- **Liability**
  - **Liability Insurance is required.** A Certificate of Insurance must be received no later than 30 days prior to the Event. If alcoholic beverages are being served, the CLIENT shall have or obtain a Commercial General Liability Insurance, including Host Liquor liability, in the amount not less than **\$2,000,000.00** Combined Single Limit for Bodily Injury and Property Damage. If NO alcoholic beverages are being served, the CLIENT shall have a general liability policy in the amount not less than **\$1,000,000.00** Combined Single Limit for Bodily Injury and Property Damage. Green Family Oxford, LLC (dba "THE JEFFERSON Oxford"), 365 Highway 6 East, Oxford, MS 38655, shall be named as an additional insured on the certificate.
  - **CLIENT** shall indemnify, defend and hold harmless OWNER, its management company, its respective affiliates and all of its respective LLC members, and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, expenses (including OWNER's reasonable attorneys' fees) arising out of or in any way related to CLIENT's use of the VENUE, including claims for loss or damage to any property, or for death or injury to any individual.
  - **Lost, misplaced, stolen or damaged items.** OWNER shall not be held liable for any items lost, misplaced, stolen, or damaged. The CLIENT is responsible for confirming that no personal items are left in the VENUE. Any unclaimed item owned by CLIENT or his or her guests left for a period of more than two (2) weeks following the Event shall be considered abandoned, and either donated to charity or discarded.
  - OWNER shall assume no liability for loss or damage to the Property or any equipment owned or rented by CLIENT, caused by CLIENT or anyone attending the Event, and CLIENT agrees to indemnify OWNER to the fullest extent for any damaged caused by CLIENT or any of CLIENT's guests to the Property or equipment owned by the OWNER and/or third parties.
  - The CLIENT shall assume full responsibility for the conduct of all persons in attendance at CLIENT's Event (the "Guests") and for any and all damages, losses or liabilities caused by such attendees. The OWNER

reserves the right to refuse patronage and service to any CLIENT or Guest(s) if they do not comply with the terms of this Agreement. Children and minors of CLIENT and their Guests shall be accompanied by an adult at all times. The CLIENT shall be responsible for notifying CLIENT's Guests of this policy.

- No agent, vendor, or Guest of the CLIENT shall bring any article of a flammable nature, explosives, firearms, illegal substances, or articles of a dangerous nature into the VENUE.

- **Safety**

- For any Event with 50 guests or more, **security is mandatory**. Security Officers shall be present 90 minutes prior to the beginning of the wedding/reception until the last guest leaves (including CLIENT which is typically 1 hour after the end of the reception). Wedding rental fee includes one security guard. The number of additional officers & the cost will be based on the number of guests, length of event, & bar plans. The additional cost will then be added to the online invoice before the final balance is due (30 days prior to the event).
- The VENUE manager shall make arrangements with Wood Security for the total officers needed.
- In order to ensure the health and safety of CLIENT's attendees, capacity may not exceed the Fire Code requirements for the VENUE.
- Any conduct occurring at the VENUE which is unlawful or inappropriate shall result in the immediate expulsion of the person or parties involved in the activity, and may result in fines and criminal charges being instituted.

- **Alcoholic Beverages**

- **Per Mississippi Law, no Alcoholic beverages shall be allowed within the VENUE and adjacent areas, except when furnished by VENUE.** The CLIENT is accountable for all guests' consumption of alcohol and their conduct. The bar must close no later than 1:00 a.m. on the day following the Event, except on Sunday when it must close by 9:00 p.m.
- CLIENT is subject to loss of damage deposit if outside alcohol is brought into the VENUE or parking lot.
- No underage drinking of alcoholic beverages is allowed. Personal identification of guests of questionable age will be checked. The VENUE reserves the right to refuse alcohol service to anyone, whether or not intoxicated.
- VENUE staff shall assist CLIENT in determining bar service needs. See Bar Menu for bar fees which are due 30 days prior to the Event. Drink prices listed on the Bar Menus are subject to change without notice. Basic Glassware is included in the drink prices (wine, champagne, cocktail). Specialty cocktail glassware shall be rented by CLIENT at CLIENT's expense. For bar bills estimated to be greater than \$5000, a 50% payment of the pre-tax & service estimate is due 30 days prior to the Event.
- For Hosted bars, CLIENT shall be invoiced for bar consumption plus 7% sales tax and a 20% service fee following the Event. Assuming there is no damage to the VENUE, the \$1000 damage deposit shall be applied towards the bar invoice balance. Payment is due within 7 days following the receipt of the bar invoice. CLIENT agrees to provide to OWNER a signed credit card authorization form prior to the Event. The credit card authorization shall be used only if CLIENT does not pay the bar invoice within 14 days following the Event.

- **Vendors. All CLIENT vendors**, defined as anyone engaged by CLIENT to provide one or more services for the Event (Band/DJ, Floral, Event Planner, Caterer, Photographer, Videographer, Cake, Photo Booth, etc.), **must be pre-approved by the OWNER**. The CLIENT is responsible for providing OWNER with detailed contact information for each vendor engaged by CLIENT (the "Client Vendor") and a copy of any Client Vendor's **Certificate of Insurance** 30 days prior to the Event. The OWNER shall be named as an additional insured on said Certificate of Insurance as follows: Green Family Oxford, LLC (dba "THE JEFFERSON Oxford"), located at 365 Highway 6 East, Oxford, MS 38655. The CLIENT shall obtain signed copies of vendor agreements from the Band/DJ, Floral, Event Planner, and Caterer. **Signed Vendor agreements and certificates of insurance are not required from vendors on VENUE's preferred vendor list since OWNER already has these on file.**

- **Food Vendors.** Elizabeth Heiskell Catering is now in residence in the primary kitchen located at the VENUE. There is a catering prep space for guest caterers but no cooking is allowed in that room. The Jefferson offers a

list of preferred caterers. Caterers not on the list must be pre-approved by the OWNER. The CLIENT shall insure that all vendors serving food adhere to the following rules:

- The catering company must submit a copy of their certification 30 days prior to the Event.
- Food Vendors are responsible for following proper permitting as required by City, County, and State laws.
- Food Vendors must park their vehicles in the parking lot once vehicles are unloaded.
- Gas, charcoal grills and open flames for cooking are allowed only in designated outside areas.
- Request to use any electrical appliances must be approved in advance by OWNER's staff and electrical requirements must be given to staff at least one week prior to the Event. Food Vendors are responsible for bringing their own electrical extension cords as needed.
- Caterer shall provide kitchen and serving utensils, serving dishes, cooking and storage supplies, paper towels and garbage bags as needed for the CLIENT's Event.
- Failure of the Food Vendor to meet the clean-up guidelines outlined in the Catering Vendor Agreement may result in the loss of a portion of the CLIENT Damage Deposit.

- **Decorations, Equipment & Set Up**

- Ten 30" Bistro tables, thirteen 60" round tables, three 8' rectangular tables, three 6' rectangular tables, 102 black poly chairs, and basic black polyester linens for these tables are provided by the OWNER at no additional cost. CLIENT is responsible for the setup and placement of these items unless this service is contracted with Details (as hereinafter defined).
- For additional party ware including chairs, tables, furniture, lighting, tableware, and linens, the OWNER has an exclusive relationship with Details Specialty Rentals ("Details") to make CLIENT rentals more convenient. CLIENT shall contact them at (662) 234-7122 for additional rental needs.
- **It is the responsibility of the CLIENT to move all tables, chairs, or equipment unless this effort is arranged through Details.** The Jefferson staff shall not assist with the movement of furniture or equipment.
- All decorations, signs, equipment, and their locations must be pre-approved by OWNER.
- No nails, tacks, glue, tape, staples, putty, screws or other materials that are used for adhering items to wall surfaces, floors, or ceilings are allowed without prior approval of OWNER.
- **No glitter, stickers, confetti, rice, birdseed,** or bubble machines are allowed, inside or outside of the VENUE.
- No use of sparklers or fireworks is allowed at the VENUE.
- No ice sculptures are allowed inside the VENUE but may be used on the outside porch.
- No decorations may be hung from the chandeliers in the Grand Hall.
- Candles must be approved by OWNER. **Candles must be contained or enclosed in glass with the glass at least two inches higher than the flame.** No candelabras or tapers are allowed.
- Upon arrival, it is the responsibility of the CLIENT to inspect the VENUE and report any problems immediately to VENUE staff.
- Temporary structures such as outdoor stages, tents, inflatables, etc., require prior approval from VENUE staff.
- All decorations must be removed at the end of the Event. VENUE staff shall coordinate with Details for the removal of party rentals.

- **Event Clean-Up**

- The VENUE provides detailed clean-up instructions for each Vendor via Vendor Agreements. To ensure that there is no misunderstanding, each vendor is required to sign a Vendor Agreement prior to the Event. Clean-up tasks are **primarily the responsibility of the Vendors** – thus, OWNER strongly suggests using proven vendors from VENUE's preferred list.

- Failure by a Vendor to follow the clean-up requirements outlined in the agreement may result in additional charges for cleaning to the CLIENT and/or loss of the Damage Deposit, and may result in revocation of authorization for future use of the VENUE by the CLIENT or Vendor
- Personal decorations and flowers that the CLIENT wants to keep shall be removed from the building the night of the Event. VENUE staff will coordinate with Floral Vendor about the timing of the removal of remaining floral and decor.
- **Music and Sound System**
  - A band or DJ must finish playing by 1 a.m. Seven (7) power circuits are available for equipment on the permanent 20' wide x 16' deep stage in the Grand Hall. Four (4) circuits are available in the Lakeside Room. If needed, temporary stages for other rooms may be rented from Details.
  - Use of the VENUE's sound system in the Grand Hall is included in the price of the rental. This system includes a basic microphone and mounted speakers appropriate for wedding toasts or speeches. The VENUE's sound system **may not be used by** DJs or Bands.
  - The VENUE's portable sound system is also included in the rental fee. It is ideal for wedding ceremonies or conferences. It includes an over the ear wireless headset microphone, wireless microphone, microphone with stand, speakers, and the option to attach an ipad, keyboard, or acoustic guitar. If the portable system is desired, the VENUE staff will set up the system and supervise the use of the components.
  - Bands are **not allowed to use artificial smoke devices or pyrotechnics** inside of the VENUE.
- **Smoking.** Smoking & **vaping** are strictly prohibited inside the VENUE, on the porches, and in the parking lot and the areas surrounding the building(s) in the VENUE. There is a designated smoking area for the guests of the CLIENT on the patio near the lake. The CLIENT is responsible for (i) informing CLIENT's guest and vendors (DJ/Band, Caterer and staff, florists, etc.) and (ii) enforcing this non-smoking policy. This non-smoking policy shall be strictly enforced by the onsite staff and security guards. Receptacles for cigarette butts and ashes shall be provided and must be used.
- **Parking & Transportation.** Based on the size of the Event, OWNER may require CLIENT to have a parking and transportation plan. Valet parking may be prearranged through Wood Security for an additional cost. Valet parking is recommended for weddings, large events, and winter events. OWNER has portable heaters available for rent to use with valet parking during winter events.
- **A professional Day of Event Coordinator is required.** This person may not be a family member or member of the wedding party.
- **Coat Check.** OWNER strongly recommends that CLIENT use coat check for winter Events. Coat check personnel are available for an additional cost.
- **Lake. The lake is very shallow. No diving or swimming is allowed.** The CLIENT shall be responsible for notifying guests of this policy.
- **Animals.** Well-behaved, escorted dogs belonging to the CLIENT are allowed in the Venue during the ceremony but must remain on leash at all times. For the comfort of pet and other guests, CLIENT shall make arrangements for dog to be escorted off the premises following the ceremony. Permission to include a pet in the ceremony shall be obtained from Venue manager a week before the wedding.
- OWNER, at its sole discretion, reserves the right to make modifications and enhancements to the VENUE in order to enhance the overall VENUE and property.
- VENUE reserves the right to use any photos and videos taken of the event by the VENUE on the VENUE's website, social media channels, & in marketing materials. VENUE also reserves the right to request photos from CLIENT's photographer and with approval from the photographer to use photos and videos in these same channels. If at any time, CLIENT wishes for photos or videos to be removed, requests made in writing by the CLIENT will be honored.

**Default**

Failure of CLIENT to make the monetary payments on or before the due date(s) set forth herein shall be deemed an automatic cancellation of this Agreement by CLIENT, thereby invoking the cancellation provisions of this Agreement.

Performance of this Contract by OWNER is contingent upon the ability of the OWNER to perform the obligations described in this Contract and is subject to acts of God, fire, windstorm, flood, explosion, collapse of structure, riot, war, delays or restrictions by governmental bodies, force majeure, or any cause beyond reasonable control of OWNER.

In the event any party shall bring legal action for the breach of or to enforce this Contract, the prevailing party shall be entitled to its reasonable attorney's fees, expenses and court costs, including those relating to any appeal. The provisions of this section shall survive the expiration or termination of this Contract.

**Time is of the Essence** - Time is of the essence in this Agreement.

**Counterpart Execution**

This Agreement may be executed in several counterparts, each of which constitute an original and all of which together shall constitute one and the same instrument. In lieu of the original documents, a facsimile transmission, email transmission or copy of the original documents shall be as effective and enforceable as the original.

**Independent parties**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities or parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the parties hereto, nor any of their respective employees, shall be construed to be joint ventures or partners by virtue of this Agreement.

**Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

**Amendment of Agreement**

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter. This Agreement may not be altered, amended, modified or terminated orally.

The CLIENT hereby acknowledges that he/she has completely read and fully understands the terms of this agreement. The CLIENT signs this agreement freely and voluntarily and acknowledges that he, she, or it has had an opportunity to confer with his or her legal counsel regarding this Agreement prior to the CLIENT's execution of this Agreement.