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**FACILITY USE RULES**

**PERMISSIVE USE AGREEMENT**

**PLEASE READ CAREFULLY. THESE RULES APPLY TO THE OAKS USE DURING ANY EVENT.**

1. **THE OAKS WILL HAVE A REPRESENTATIVE ONSITE DURING THE EVENT. THE ONSITE REPRESENTATIVE HAS THE AUTHORITY TO ENFORCE ALL FACIITY USE RULES**. In the event THE OAKS Rules are disregarded, or other conduct is deemed harmful to the facility, THE OAKS REPERSENTATIVE MAY IMMEDIATELY TERMINATE this Agreement and the USER and guests must promptly vacate the premises.

2. The Bride’s Room is located in the upstairs of the house for the bride and her attendants. The Groom’s Room is located in the upstairs of the carriage house for the groom and his groomsmen. Both areas are to be closed to guests during an event.

3. Unless otherwise agreed to in advance, events will not start before **9:00 A.M**. or last beyond **11:00 P.M**. **This includes setup and clean up time.** In no case will events extend beyond midnight. **The last hour of your 8 hour rental is clean up time.**

4. **DECORATIONS FOR AN EVENT MAY NOT BE STAPLED, TACKED, TAPED, WIRED OR OTHERWISE ATTACHED TO INTERIOR OR EXTERIOR WALLS, CEILINGS, LIGHTING FIXTURES, FURNITURE, STAIRCASE BANNISTER OR RAIL.** Please use ribbon, string, pipe cleaners or Command Strips to attach decorations. All decorations and attachments must be removed immediately after the event.

5**. NO CANDLES are permitted in the house at THE OAKS**. We recommend that you use LED candles.

6. **NO FIREPLACES are to be lit in the house at THE OAKS**.

7. **NO MOVING OR REARRANGING FURNITURE OR ACCESSORIES** in the house or on the patios unless approved by a representative of THE OAKS.

8**. NO COOKING is allowed in the kitchen of the house at THE OAKS**. All food preparation is to be done in the catering kitchen.

9. **THE OAKS IS A NON-SMOKING VENUE. SMOKING IS NOT PERMITTED ANYWHERE ON THE OAKS PROPERTY**.

10. **Security personnel** will be required under the following circumstances:

A. Alcohol will be served

B. It is deemed necessary in the opinion of the management that security is appropriate.

One or two officers will be retained for the length of time guests are expected to be at the event plus one hour. The USER will pay the cost of security.

11. Only birdseed, soap bubbles, rose petals, lavender or butterflies may be used at wedding receptions. The birdseed and butterflies may not be given out inside the house, chapel or conservatory at THE OAKS. The use of fireworks, sparklers, silly string, confetti (paper or plastic), “snow”, “wedding rice” or other similar items on the premises is prohibited.

12. Animals are not permitted inside the building other than service animals accompanying persons with disabilities.

13. **NO VIHICULAR TRAFFIC IS ALLOWED in the yard**. Deliveries must be made during normal business hours (weekdays from 10:00 A.M. to 5:00 P.M.).

14. The USER is solely and fully responsible for the actions of and for any damage or breakage caused by the caterer, photographer, florist, musicians and any other persons, including guests, who come on the premises. THE OAKS is not responsible for personal injuries to the USER, the USER’S guests, caterer’s personnel or others which may occur in conjunction with the use of THE OAKS. THE OAKS is not responsible for any loss or damage to personal property which the USER, USER’S guests, caterer, or any others bring into the buildings or on the grounds.

15. **AT THE CONCLUSION OF THE EVENT, THE USER WILL BE RESPONSIBLE FOR RESTORING THE BUILDINGS AND GROUNDS TO THEIR PRE-EVENT CONDITION**. **The florist and caterer hired by the USER normally assume this responsibility**. All items brought in by the bride, groom, caterer and florist must be removed immediately following the event. All garbage is to be taken to the dumpster to the right of the chapel.

16. Any event at which the USER anticipates attendance by more than one hundred (100) guests requires the *use of a licensed and insured caterer approved by the County Health Department to prepare the food*. Any time the USER elects to personally furnish food, or have family or friends furnish the food for an event, the USER assumes all of the responsibilities of the caterer. Failure by the caterer or USER to complete the specified responsibilities can result in forfeiture of the Damage Deposit. Responsibilities of the caterer are posted in THE OAKS catering kitchen.

17. **A damage deposit is collected as part of the PERMISSIVE USE AGREEMENT to insure the vendors hired by the USER, guests invited by the USER, and the USER leave the premises in good condition after the event**. The USER will be expected to pay the additional cost of any repair or replacement cost for furnishings that may exceed the deposit. If the premises are not left in good condition and require extra cleaning or repairs or if items have to be replaced because of damage occurring during the rental period, the USER will be held responsible for such extra cleaning, repair or replacement costs. The USER agrees to pay any extra cleaning, repair or replacement costs within five (5) days after a written request for payment has been made by THE OAKS.

**RETURN OF THE DAMAGE DEPOSIT TO THE USER IS DEPENDENT ON:**

1. The USER and caterer leaving the premises in pre-event condition. See Rule #15.
2. There is no damage to THE OAKS property or its contents and nothing has been removed from the premises without permission.

18. The USER agrees to indemnify and hold harmless THE OAKS and its owner, employees, and representatives from any and all claims made by or on behalf of any person, firm, corporation, or governmental entity, arising from, or in connection with the use, possession, conduct, or entrance upon premises of any activities or events occurring in or about the same, including, without limitation, any and all costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon.

19. When serving alcohol, the USER agrees to comply with all local ordinances and state laws applicable to the serving of alcoholic beverages and shall be responsible for obtaining all necessary permits, licenses and checking and confirming the legal age of any guest who consumes any kind of alcohol. **A licensed bartender is required** for serving any alcoholic beverages.

20. When the USER rents THE OAKS for the benefit of an institution or organization or in the name of any institution or organization, THE OAKS requires full compliance with the policies of the institution or organization represented regarding social behavior and use of alcohol in addition to compliance with all THE OAKS USE RULES.

21. If it is necessary for THE OAKS to employ the services of an attorney to enforce any of the terms and conditions of the Agreement, whether or not a lawsuit is filled, the USER agrees to pay all costs associated with enforcing this Agreement, including reasonable attorney’s fees.

**THE OAKS STAFF WELCOMES THE OPPORTUNITY TO MAKE YOUR EVENT A SPECIAL OCCASION.**