I, hereinafter referred to as the “Renter”, hereby request the use of the Byron Colby Barn and agree to the following terms, conditions, and penalties:

1. **No smoking** is allowed in the Barn at any time. The Byron Colby Barn is a smoke-free facility. Non-compliance with this may result in the forfeiture of the rental deposit.

2. No animals are allowed in the Barn at any time. No third-party rentals will be allowed. The Renter must host the function and must be present at the function until its conclusion.

3. The deposit fee must accompany this rental agreement. Deposit checks are cashed and are returned two weeks after the event. Any cancellation received after 10 days from the date of this contract will constitute a forfeiture of the deposit fee.

4. The rental fee and any additional fees are due 10 working days prior to the event.

5. The maximum capacity of the barn is 200 guests. Surpassing this capacity will result in the event being closed and guests asked to leave the premises. Renters may also use the Market Square area south of the barn or the gazebo in the Village Green. Only Market Square can be reserved on an exclusive basis.

6. The Renter agrees to leave said premise in the same condition as received and to **remove all personal property prior to the end of rental time. This includes the removal of all rented equipment, decorations, and alcohol.**

7. The Renter agrees to assume full responsibility for any damages to the premises, furniture, fixtures and equipment. Any damages and/or extraordinary clean-up expense will be billed to the renter. Repairs and replacement will be at cost plus a 15% service charge. The repairs must be paid within 30 days of a receipt of the invoice.

8. The use of nails, hooks, scotch tape, duct tape, stickers or other such items for decorating is prohibited. **No confetti-like materials i.e. popcorn, rice, birdseed, petals, sparklers, fireworks or wedding paper lanterns, etc. may be used inside or outside. Do not remove or move any round tables in the loft.** Failure to adhere to this rule shall result in additional charges. **Wood tables and chairs cannot be removed from the Barn and/or exchanged for rented tables and chairs.**

9. The Byron Colby Barn is not responsible for lost, stolen, or damaged personal items or rental equipment.
10. The Renter agrees not to use the premises for any unlawful purposes including but not limited to gambling in any manner, and shall not make or permit to be made any disturbing noises or permit any act, which will unreasonably interfere with the rights, comforts and conveniences of Prairie Crossing residents or occupants of adjacent Market Square buildings. Noise or music that can be heard in the homes adjacent to the Byron Colby Barn is considered excessive and unreasonable. Due to noise ordinances, the use of loud speakers outdoors is limited and must be approved prior to the event.

11. All items in the kitchen with the exception of the appliances and large coffee makers are private property and may not be used. Use of outside caterers not on our preferred caterers list is an additional $200 charge. They must have their own insured & licensed commercial kitchen and provide professional serving staff at the event. The Liberty Prairie Foundation must be provided with copies of the insurance and licenses of outside caterers no later than the day of the event.

12. Parking is not allowed on the lawn or sidewalks. Parking is allowed in the parking lot and street parking in designated areas only.

13. If the Liberty Prairie Foundation is required to initiate any legal action due to an infraction of these terms and conditions, the Renter will be liable for costs and attorney fees.

14. The Byron Colby Barn will be rented only between the hours of 9am to 12midnight. Rental period is for 5 hours. All weekend events must end at midnight, Sunday at 9pm. Reasonable additional hours; day of event, are provided for decorating/catering setup at no charge. Additional event hours will be billed at a rate of $250.

15. All bartenders at the Byron Colby Barn must be licensed and have liquid liability insurance listed with the Liberty Prairie Foundation.

16. No cash bars are allowed unless a license is obtained from the Village of Grayslake.

17. The Renter expressly agrees to assume the risk of any accident or personal injury which may be sustained while using the aforesaid facilities, and agrees that the Liberty Prairie Foundation, its officers, directors and employees will be in no way liable for any such injury or damages to persons or property of those in attendance of the above mentioned event. The Renter further agrees to indemnify and hold harmless the Liberty Prairie Foundation, its officers, directors and employees, for any loss, expense, including but not limited to defending claims and reasonable attorneys’ fees, at the time any claim is asserted, for any injuries or damages to person or property, sustained by any guest, either invited or not invited, of the Renter while upon said premises.

Renter’s Signature: ___________________________ Date __________________
Agreement and Deposit accepted in the amount of: __________ received by: ___________________________

Rental Fee Details (mark N/A if not needed, or if you are undecided. These items can be added later.)
$___________ 5 hour Rental of the Byron Colby Barn
$___________ Additional event hours @ $250/hour for _____ additional hours
$___________ Use of caterers not on Preferred Vendors List @ $200
$___________ Use of gazebo @ $275
$___________ Thursday early decorating fee (available for Friday events only) @ $195

$___________ Estimated Total Rental Fee

Please make checks payable to the Byron Colby Barn