Henry County
Planning Commission

Henry County Office Building
1201 Race St., Suite 212
New Castle, IN 47362
Phone: (765) 529-7408

STAFF REPORT

Henry County Planning Commission
(February 20th, 2020 Meeting)

Docket # / Project Title:	B: 2231 Doug & Pam Frank, Willow Acres LLC, CAU for events venue on A1
Staff:	Darrin Jacobs, Zoning Administrator
Applicant:	Doug and Pam Frank, Willow Acres LLC
Property Size:	10 Acres
Current Zoning:	A1 Agricultural
Location:	7673 N Mechanicsburg Rd, Middletown, IN 47356
Parcel #:	003-00106-00
Staff Recommendation:	To **Approve** the CAU request.

Background Summary:
The property is being used by the Franks for a single family dwelling. The applicant recently had a family wedding on their property and feel that continuing to host such events on a rental basis would not be a disruption to theirs or their neighbor's use of their properties.

Key Issue Summary:
The following key issue(s) should be resolved through the consideration of this application: Does the proposed change of use fit with the County Comprehensive plan. Will the proposed use of the property create conflicts with neighboring properties, become a burden to public services and infrastructure, and can the proposed use of the property meet all other federal, state, and county regulation requirements.

Decision Criteria for approving a Commission Approved Use:
1. The proposed Commission Approved Use is to be located in a Zoning District wherein such use may be permitted;
2. The requirements set forth in the Zoning District and this Section for such Commission Approved Use will be met;
3. The proposed uses are consistent with the spirit, purpose and intent of these regulations, will not substantially and permanently injure the appropriate use of the neighboring property and will serve the public convenience and welfare.

Planning Commission Action:

Commission Approved use

If Planning Commission finds in the affirmative on the three questions for a CAU they will direct the Zoning Administrator to record their findings and grant an Improvement Location Permit for the Commission Approved Use.

Zoning Summary:

A1 Agricultural Districts are established to preserve and protect the decreasing supply of agricultural land by limiting indiscriminate infiltration of urban development into rural areas. The maximum density is one (1) dwelling unit per twenty (20) acres.

Examples of Permitted ("by right") Uses in Agricultural (A1):

Advertising Structure; Agriculture, Animal Raising; Agriculture, Farm; Agriculture, Farm Management; Agriculture, Feed and Fertilizer; Agriculture, Feed Lot; Agriculture, Grain; Agriculture, Grain Storage; Agriculture, Livestock; Auction Sale, Open; Agriculture, Nurseries, Truck Gardening, Farm Crops Dwelling, Conventional Home; Dwelling, Farm; Dwelling, Farm Worker, Seasonal Housing; Dwelling, Mobile Home; Dwelling, One-Family; Home for the Disabled, Residential; Greenhouse, Commercial; Lake, Artificial or Natural; Nursery or Greenhouse; Park, Playground or Recreational Facility, Public; Police or Fire Station; Produce Sales Stand, Roadside; Railroad Right-of-Way and Necessary Uses; School, Public

Current Property Information:	
Zoning and Land Use:	A1 Agricultural, current use is as a single family dwelling
Site Features:	Approximately 10 acres with existing home and detached garage
Flood Hazards or County Tiles/Open Drains:	A County buried tile runs across the eastern part of the parcel, parallel with N Mechanicsburg Rd. The north east corner of the property has an approximately 100' by 100' wetland. No Floodplain
Special Circumstances: (Airport Hazard Area, Wellhead Protection Area, etc.)	The Middletown Community Conservation Club is the next property to the North. It is presumed that the firing range could potentially be used at the same time as an event on the applicant's parcel
Vehicle Access:	One access points off of N Mechanicsburg Rd, a slightly winding gravel road. The applicant states that overflow parking will be located on the Middletown Community Conservation Club's property.
Septic or Sewer:	Presumed functioning septic. Applicant proposes to use temporary restrooms for events.
Well or Municipal Water:	No municipal water is available. Assumed well. No information provided about depth or status of the well
Subdivision Restrictions:	N/A

Surrounding Zoning and Land Use:		
	Zoning:	**Land Use:**
North:	General Business (GB)	Conservation Club, shooting range Middletown Community Conservation Club property
South:	Agricultural (A1)	Agriculture/row crop/woods/2 dwellings Solomon property
East:	Agricultural (A1)	Agriculture/row crop Keller property
West:	Agricultural (A1)	Agriculture/row crop JBPK Chapman farms

Property Development Standards

	Agricultural (A1) with dwelling
Minimum Lot Area:	65,340 sf. (1.5 acres)
Minimum Lot Width:	150 ft.
Maximum Building Height:	35 ft.
Minimum Front Yard Setback:	85 ft - abutting a Major Collector Road or Street 60 ft - abutting a Minor Collector Road or Street 60 ft - abutting a Local Road or Street
Minimum Side Yard Setback:	35 ft.
Minimum Rear Yard Setback:	40 ft.
Accessory Structure Setback:	10 ft.

History of this Location:

The relevant history of this property includes the following:

1. 1998 the current house was built.
2. 02-19-1970 The property north of the applicant's parcel was rezoned to allow for a Conservation Club.
3. 01-18-2020 Doug & Pam Frank, Willow Acres LLC, filed a petition with the Henry County Planning Commission requesting a CAU for events venue on A1

Comprehensive Plan Consideration(s):

The Future Land Use Map indicates the future use of land in this area to be Agricultural.

A. Page 57; Conserve and, where necessary, preserve viable working farmland; Ensure that agritourism, while desirable, does not deplete the viability of the primary agricultural land use.

B. Page 92; More than a set of destinations, a strong tourism sector can foster shared responsibility among what are otherwise separate and distinct municipalities, and serve as a community builder; Ensure that tourism and tourism related activities enhance the county's character, which is primarily defined by natural and cultural/historical resources.

C. Page 92; In order to improve upon Henry County's tourism sector, the County must: Ensure that tourism and tourism related activities enhance the county's character, which is primarily defined by natural and cultural/historical resources. Protect the county's cultural/historical resources while promoting tourism and educational opportunities at each site. Seek appropriate outlets for promoting the natural cultural/historical based tourism and visitation opportunities. Promote year-round tourism and further establish winter tourism destinations.

D. Page 111; Allow smaller, hobby farms or value-added agricultural enterprises as permitted uses in agricultural zoning districts and rural residential zoning districts by right, provided the parcel is relatively large (e.g. greater than 5 acres); Allow for the establishment of agritourism businesses, by right, in some zoning districts, provided that the agritourism is consistent with the primary purposes of the respective agricultural district.

E. Page 122; Desired Amenities, More active and passive recreational opportunities for a variety of users; as well as additional opportunities for dining, entertainment and lodging; hospitality

Planning Consideration(s):

The following general site considerations, planning concepts, and other facts should be considered in the review of this application:

1. The proposed use is located off of N Mechanicsburg Road, which is a fairly heavily traveled road due to the fact that it connects St Rd 36 with St Rd 236. Increased traffic, especially when an event is over, may be greater than normal and could pose traffic conflicts.
2. Care must be taken to insure that the County drainage on the property is not impacted.
3. Time limits on events, especially music, can help mitigate disruptions to neighbors.
4. The proposed recreational use would remove very little, if any, productive farm ground from agricultural use.

Preliminary Staff Recommendation & Finds of Fact:

Staff recommendation is to **APPROVE** the request for the following reasons:

1. The proposed Commission Approved Use is to be located in a Zoning District wherein such use may be permitted;
    a. The property is zoned A1 Agricultural.
    b. Recreational Development is allowed on A1 if the applicant receives a CAU.

2. The requirements set forth in the Zoning District and this Section for such Commission Approved Use will be met;
    a. Nothing the applicant is proposing at this time will be in conflict with the Henry County Development Code.
    b. The applicant will need to follow all Federal, State, and Local regulations in order to use this property as requested.
    c. The applicant will need to file for permits and receive approval from both the State and local level for construction of any structure the public may use.
3. The proposed uses are consistent with the spirit, purpose and intent of these regulations, will not substantially and permanently injure the appropriate use of the neighboring property and will serve the public convenience and welfare.
    a. The comprehensive plan advocates for Henry County increasing the number and variety of tourism destinations
    b. The plan also advocates for adding value to hobby farms.
    c. The plan states that residents desire more recreational opportunities.
    d. Increased income from parking may be beneficial to the Conservation Club.
    e. If time limits on events are observed there should be minimal disruption to the neighboring properties.

This report was compiled by the staff with the best available data at the time. Any errors or omissions are unintended. If errors are discovered please inform staff as soon as possible.

CHECK 1458

HENRY COUNTY PLANNING COMMISSION
1201 RACE STREET, SUITE 214
NEW CASTLE, INDIANA 47362

Darrin Jacobs
Zoning Administrator

Phone 765-529-7408
Fax 765-521-7072

APPLICATION FOR PLANNING COMMISSION HEARING

DATE	
APPLICANT	Doug & Pam Frank Willow Acres LLC
ADDRESS	7673 N Mechanicsburg Rd Middletown IN 47356
PHONE EMAIL	765-686-1071 TheWillowAcres@Gmail.com
DESCRIPTION OF REQUEST	Establish wedding/entertainment venue.
LOCATION ADDRESS	7673 Mechanicsburg Rd Middletown In 47356

Materials Required:
___ Up-to-date Survey and Legal Description ✓ Pt NE 1/4 1-18-8 10.1 (332.52' x 1310')
___ Site Plan ➢
___ Copy of approval for Septic Permit or Utility Hook-Up – Portalet
___ Stormwater Drainage & Erosion Control ~~✓~~

Hearing Fee: $500 check made to **Henry County Planning Commission**
Legal Ad Fee: Additional costs for the legal ad are paid directly by the applicant

Hearing Date: _____ **Time:** 5:00 pm
Hearing Location: **Old Circuit Courtroom**
Henry County Courthouse
101 S. Main Street
New Castle, IN 47362

NOTE: **APPLICANT OR REPRESENTATIVE IS REQUIRED TO BE PRESENT AT HEARING.**

APPLICANT'S SIGNATURE: _____ **DATE:** _____

Application for Planning Commission Hearing/Zoning Board
February 20th 2020

Business name: Willow Acres LLC Owners:

Pam Frank owner
Doug Frank owners husband

Reason: Application for property use as wedding and special event venue.

Address: 7673 N. Mechanicsburg Rd Middletown In 47356

Property Legal description: PT NE 1/4 1-18-8 10A (332.52'X 1310')

Size of events no larger than: 300 people

Parking to be 75 cars on property and over flow at next door parking lot at Middletown Conservation club. Total number of cars 150. (Agreement for the conversation Club to rent property for parking included in application.)

Event types: Weddings, birthdays, family reunions, corporate parties, bridal showers. Etc..

Rest rooms: Cottage restrooms or rest room trailer to be provided one for every 75 people. All will be removed following event or serviced by Doo-dah Septic.

Entertainment: Hired by client -with music stopping at 10:30 pm.

Hours of events 11:00 am to 11:30 pm.

As of this date all events will be held outside under decorative lights with a back up plan of providing event tent for inclement weather.

Future plans of building pavilion on property with the continuation of using cottage restrooms that will be removed following event or serviced by Doo-dah septic.

Food to be served by licensed caterer hired by client.

Alcohol if served to be provided by licensed bar service hired by client.

All clients to provide their own liability insurance for the day of the event.

Security will be provided for all events by Willow acres.

Property Improvements for Willow Acres Venue available August 2020.

1. Bridal Suites
2. Additional lighting on property and parking area of Willow Acres Venue.
3. Additional landscape in park/ceremony areas as well as additional fencing to define Venue area for Weddings.
4. Willow Acres parking area to expand to accommodate 75 vehicles. Additional parking is available adjacent to Willow Acres, accommodating up to 75 vehicles.
5. Willow Acres Wedding Wall, landscape to be installed.
6. Swing with optional chandelier hung for wedding photos only.
7. Gravel and or grass under the bon fire areas.
8. Rv remodeled for Groom/Groomsmen to use for changing.
9. Defined paths for walk ways installed on Willow Acres property for designated Guest area.
10. Rv, Garage, Container, and out Building will all be painted a matching color.

11. Outdoor hanging swing with optional chandelier for Bride/Groom photos.

Projected Property Improvements for Willow Acres Venue to be available

August 2021-2023

1. Additional lighting for outdoor venue
2. Future pavilion.
3. Additional outside patio areas.
4. Expansion of Grooms men patio.
5. Increased parking area on property
6. Increased lighting that not on aways but dims when no motion in area

Owners

Doug Frank present employment:
Indianapolis Fire Dept Paramedic Fire Captain 35 year veteran.
FEMA member WMD Hazardous material technician.

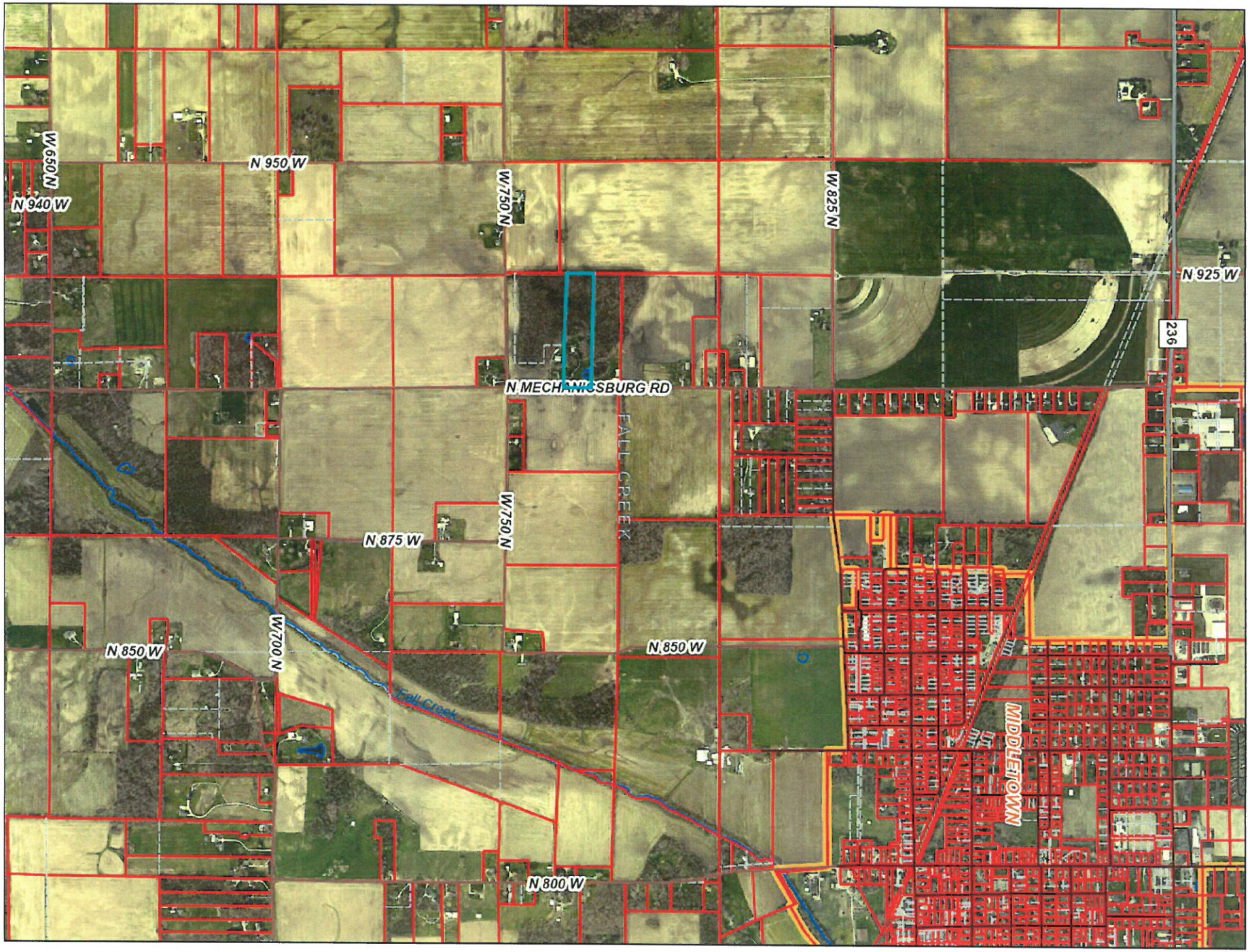
Past employment
Licensed Home inspector
Licensed contractor business owner.
Medico-legal death investigator
11 years as Deputy Coroner for Marion County as K9-handler (HRD)

Pam Frank present employment
private classical piano teacher 22 years/ private owned studio

Licensed learning disability educator

20 years small family business experience; Marketing, accounting, buyer, designer,

Event coordinator/Volunteer Carmel Clavier International Piano Competition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Fall Creek
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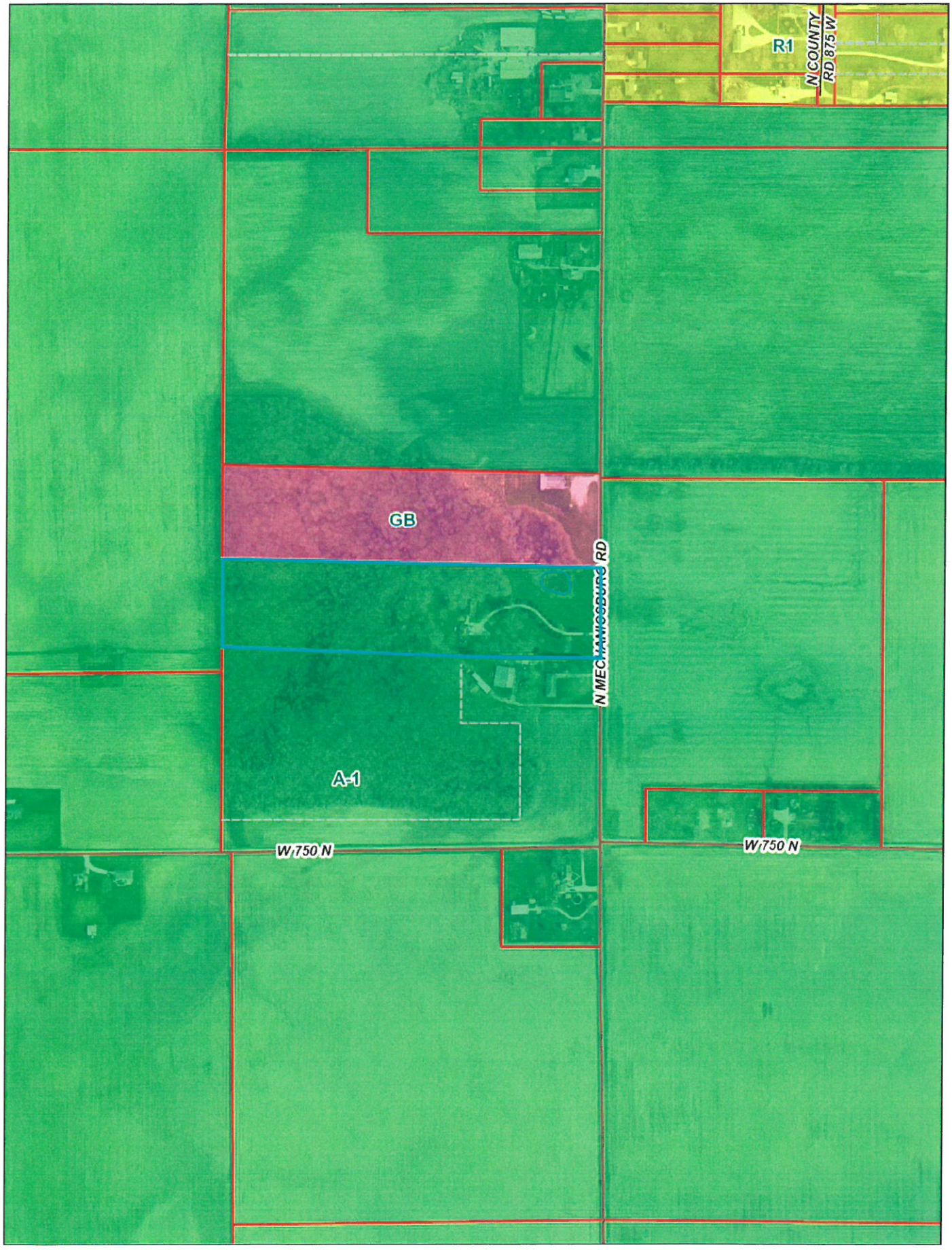
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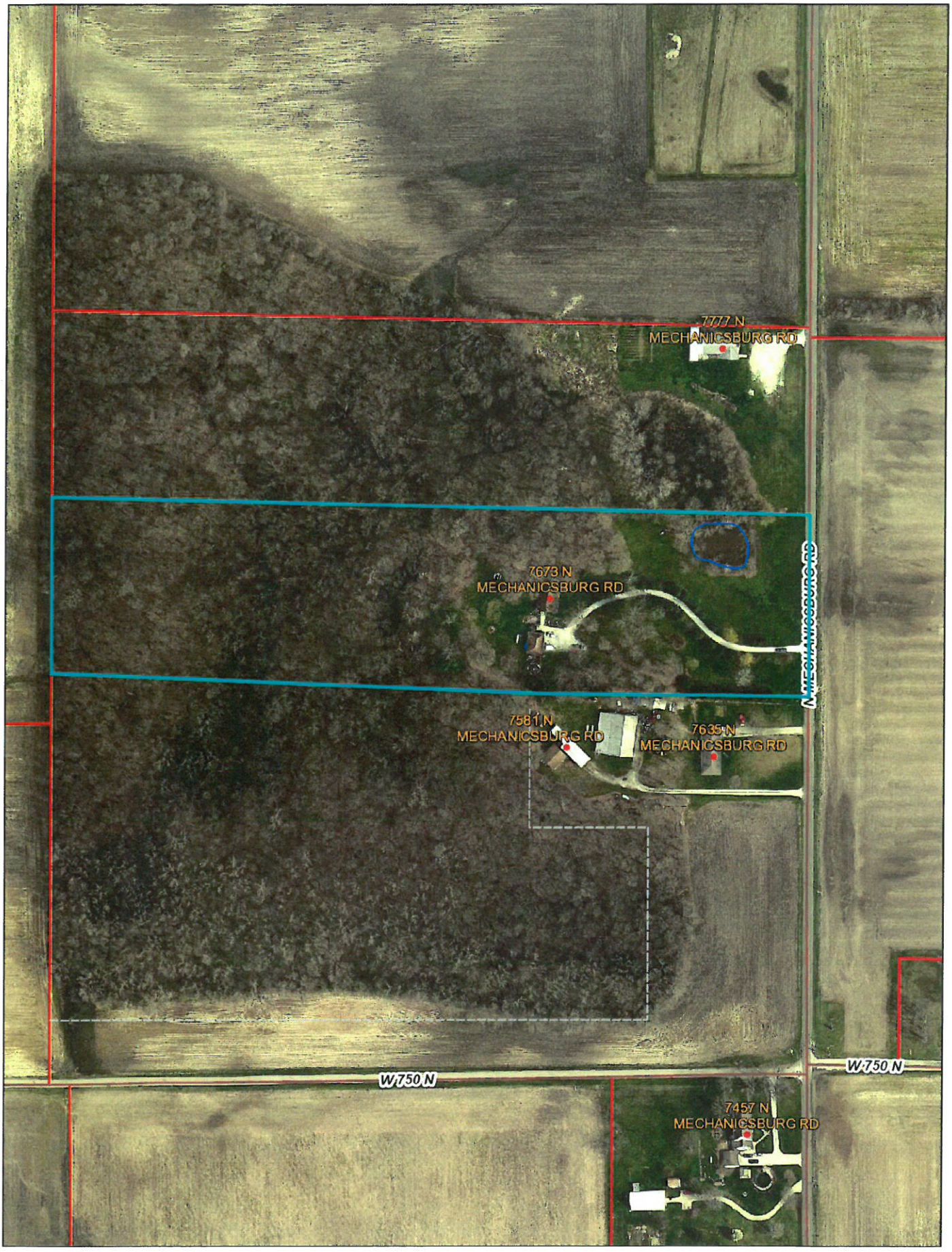
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Middletown Conservation Club
7725 N. Mechanicsburg Rd
Middletown Indiana 47356

Middletown Conservation Club aggress to rent to Doug and Pam Frank / Willow Acres located at 7673 N. Mechanicsburg Rd Middletown Indiana 47356, the parking lot of the conservation club located at 7725 N. Mechanicsburg Rd Middletown Indiana 47356, for events. This will be scheduled on an as needed basis and Willow Acres agrees to pay $75 as a rental fee per event.

Corey L. Fisher

Willow Acres
7673 N Mechanicsburg Rd
Middletown, Indiana, 47356
thewillowacres@gmail.com
765-686-1071

Client agrees that they must provide a Certificate of Insurance to cover damages greater than $750.00 and/or liability issues as a result of negligence by the Client, the Client's guests and/or the Client's vendors. Coverage for up to $1,000,000 is required. The certificate of insurance must list Willow Acres as the additional insured and a copy must be on file with the Venue 120 days prior to the event. Client may obtain this Certificate of Insurance from Venue referral or may obtain it from personal insurance representative. Failure to provide Event Insurance may result in forfeiture of Security Deposit, all money paid toward the "Event", and cancellation of Client's Event.

Section C: Goods & Services Provided by Venue

Inclusions of the package you have chosen are to be provided by the Venue and are as follows:

_____Rental of the park/ceremony area, Reception area, Bar area, Lounge Area, Serving Area

_____Dance floor for _____Guest; Floor Size _____

_____Usage of _____Plastic Tables and _____Plastic Chairs

_____Usage of rustic hardwood tables _____

_

_____ Usage of Locked Card Box for Gift Table

_____Additional outdoor furniture in Patio Area available for guests before and during the Event. Approximate seating is for 40 guests.

_____Designated Parking for up to _____Vehicles at Willow Acres

_____Designated Parking at Conservation Club for up to _____Vehicles

_____ Event Set-up of Tables and Chairs (rustic tables and white plastic chairs included in Basic Package)

_____Event Cleanup Services

_____Usage of Venue for Rehearsal, if available

_____One Venue Manager as Point-of-Contact during Event

_____ Security Personnel for _____ guests.

_____One Pre-Planning meeting

_____One Event Finalization meeting

_____Plus the Tier Package chosen by Client

_____Client's initial's (indicates page has been reviewed)

Willow Acres
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thewillowacres@gmail.com
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Contract for Rental of Willow Acres

This contract (hereinafter, the "Contract") is made effective as of _____ and is by and between Willow Acres LLC. (hereinafter, the Venue), and by and between _____(hereinafter, the "Client"), collectively, the Venue and the Client are hereinafter referred to as the "Parties". The wedding party, reception, corporate meeting or family reunion are hereinafter referred to as the "Event".

Whereas the Company is a business with principal location of 7673 N. Mechanicsburg Rd. Middletown, Indiana, 47456. Any inquiries or issues pertaining to this Contract shall be directed to Doug or Pam Frank at the Company's address or by calling 765-686-1071 or by emailing thewillowacres@gmail.com.

Whereas the Company has provided this Contract to the Client on_____, and the Client has through_____(one week/7days) to accept the terms of this Contract.

Article I. Property Rental Agreement:

Section A: Rental Times

For the package the Client has chosen, wedding Venue is rented for _____ hour block of time. Additional time can be rented in advance for an additional fee of $150.00 an hour in one-hour increments. Purchase of additional hours are solely the decision of the Venue according to the Venue's schedule of events. (this is the wedding starting/ending time.)

For the package the Client has chosen, the Bridal Suite/Rv, Living Room is rented for _____ hour block of time. These areas are for use by the Bridal Parties only and the following approved persons. i.e. photographer/parents_____
_____.

Client is permitted to have exactly one (1) hour of time allotted post event end-time to allow for removal of any items used for day of Event to include decor, gifts, signage, food, or personal items. If Client exceeds the one hour allotted time, the Venue reserves the right to charge the Client an additional $250.00/hour, charged in one-hour increments, for additional time needed to break down event items.

Section B: Event Insurance

_____Client's initial's
(indicates page has been reviewed)

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1.) Alcohol is only permitted for consumption in designated Event areas such as the Reception Area, Seating Area, Bridal Suite, Groomsmen RV. Alcohol is not permitted anywhere else on the property or in any other area stated in Article I.

2.) Client understands that non-alcoholic beverages must be separate from the Bar Area

3.) Client understands that all persons under the age of 21 are strictly prohibited from being in the Bar Area.

4.) Client agrees and understands that they are not permitted to purchase and/bring their own alcohol for use and consumption at the Event. A licensed catering or bartending service must purchase and provide the Client's alcohol and bar necessities.

5.) Smoking is only permitted in the outdoor designated "Smoking Area". Smoking is NOT permitted in the Reception area, Ceremony area, Bridal/Grooms Suites, Lounge Area, Private Residence Living Room, Restricted Areas, Woods or Open Areas of Willow Acres, or other dwellings or parking lot of Willow Acres or the Conservation Club parking lot or surrounding area of the Conservation Club. The Indiana State Law prohibits the use of tobacco within 8 feet of any building structure.

6.) The Venue reserves the right to charge the Client for tobacco waste removal in the areas outside the designated "Smoking Area". If additional tobacco waste removal is required by housekeeping services, a $150.00 fee will be deducted from the Damage Deposit.

SAMPLE

7.) If Client or any guest of Event is caught smoking inside of any building, the Venue reserves the right to ask Client or guest to leave the premise.

8.) The use of illegal drugs, including but not limited to marijuana, is NOT permitted on any part of the Venue property or surrounding properties.

9.) If any client or guest is caught using illegal drugs on the premises of the Venue or surrounding areas, the Venue reserves the right to vacate the premises immediately and/or the right to call local authorities to extinguish the situation.

10.) The Venue reserves the right to terminate the Event immediately if Client or guest of Client/Event is intoxicated to the point of injuring themselves, other guests, or the property.

11.) In the event local Law Enforcement is called, the Client and their guests are to respect and comply with the orders of Law Enforcement.

12.) Client, and any guest of Client's Event agree not to stand or sit on tables, property fencing, stand on chairs, climb, hang, and or leap from roof tops, equipment or decor on property, tent poles, balconies, lights, ladders, sound equipment, railings, etc.

13.) Willow Acres will at no time handle or move gifts/cards given to Bride/Groom during the Event. We ask that either the Bride/Groom remove the gifts/cards or you designate an individual/s who are permitted to remove gifts/cards to a specified area, either during or at the conclusion of the Event.

_____Client's initial's
(indicates page has been reviewed)

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Article II.

Rules & Regulations

Section A: Decor & Party Items

1.) Client agrees that the following party rental items are to be secured through the Venue only: additional chairs, tables, linens, outdoor restrooms, special lighting, Event Tent, and golf carts.

2.) The Client understands that the Venue only sets up the total amount of tables, chairs, linens, restrooms based on the guest count number they provided the Venue during the Event Finalization meeting when Event Venue and rentals are paid in full. It is the Client's responsibility to communicate to the Venue how many tables and chairs are needed for the Event at this time.

3.) Moving of existing furniture and/or equipment is strictly prohibited unless special permission is granted from the Venue beforehand, which will be put in writing and signed by Client and Venue Owner/s.

4.) Client is responsible for providing and for setting up of all decor and personal items not provided by the Venue. If items are requested after Event Finalization Meeting for additional chairs, tables, linens, restrooms, lighting, additional decor owned by Willow Acres, and/or golf carts, customary and appropriate charges must be paid in cash no later than 14 prior to Event date.

5.) Client agrees to remove all personal items and decor from the Venue in accordance with Article I.

6.) Client agrees to NOT have open flames in Bridal Suite, Groom/Groomsmen RV, Private Residence Living Room, or in any unauthorized area of Willow Acres Property, including Parking Lot of Willow Acres, and the Parking Lot/ area of the Conservation Club. The only exception to use open flame is the use of a Unity candle during the wedding ceremony.

7.) Client agrees not to staple, drill, tape, pin and/or affix any item anywhere on the property without permission of the Venue.

8.) Client agrees that hanging of any decor involving use of ladder must be done by the Venue. A quote will be provided to the Client before the Event for such services.

9.) Use of fireworks, and/or pyrotechnics, or sparklers are strictly prohibited on the property of Willow Acres or the Conservation Club at anytime during the Event the Client has secured.

Section B: Smoking, Drugs, Alcohol, and Rough Housing

_____Client's initial's
(indicates page has been reviewed)

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14.) The Client understands that no one in the wedding party is allowed to play, or move the grand piano in the Living Area of the private residence. Also, no food or drink may be set on the piano at anytime, for any reason. A sign will also be posted with this request.

15.) The piano may be used in photos if so desired. If use of the piano bench is desired, please let your point person know, so the bench can be moved to the desired location.

Section C: Noise and Trespassing

1.) Client and/or Client's guests are NOT permitted to trespass on Venue's property outside of designated event areas. These prohibited areas include: woods, trails, pond, neighboring property, Willow Acres household/private residence, or surrounding properties. All restricted areas will be properly marked with signs. The exception to this is with the photographer/videographer and client for photographs.

SAMPLE

2.) Client understands that any guest caught roaming parameters outside the designated Event areas will be asked to return to Event areas. Venue reserves the right to escort property trespassers off of the property. Venue reserves the right to terminate Client's Event if Client and/or guests are asked numerous times to return to designated Event areas.

3.) Client agrees and understands that indoor/outdoor music is to cease at 10:30 p.m. in accordance to area noise ordinances.

*********Failure to comply with any guidelines stated in Article II could result in the forfeiture of the damage deposit and/or additional labor costs incurred by the Venue due to negligence or non-compliance of Venue policies.*********

Article III: Weather, Nature, and other Unforeseen Provisions

1.) The Venue will accommodate the Client as much as possible during the Event to make sure outdoor activities are as comfortable as possible; such as relocating the Event festivities, to another area of the Venue, as necessary at no cost. Supplies, rentals, and staging materials for the events will not be moved off of Willow Acres property.

2.) Client understands and agrees that "outdoor"activities as part of the Event are not in the control of the Venue; therefore there are no refunds as a result of inclement weather.

3.) Venue reserves the right to cancel, postpone, or terminate the Event if dangerous weather conditions are forecasted prior to the start of the Event, or during the Event. Safety of the Client and Client's guests will be the deciding factor in any cancellation.

4.) In the event of dangerous weather cancellations of Client's Event, a full refund of the Space rental costs will be issued to the Client.Rain, alone, is not considered as dangerous weather. Rental supply refunds,

_____Client's initial's
(indicates page has

been reviewed)

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catering refunds, and any other service/product provider outside of the Venue's jurisdiction are handled solely by that particular vendor and the contractual agreement between the vendor and the client. Willow Acres will not be held responsible for refunds outside of space rental.

5.) In the event of damage to Venue Property due to prior weather, fire, flood, or act of God and the Venue is unable to service the Client's agreed upon event; Willow Acres will first offer to hold the ceremony in another part of Willow Acres. i.e. in the reception area if the ceremony park area is not available for an unforeseen reason. If there is no alternative area on the property of Willow Acres in which to hold the ceremony/reception, the Venue will refund 100% of damage deposit and rental fees to Client. Client will not hold the Venue responsible for any closure, or costs incurred thereof and/or stemming from unforeseeable or uncontrollable circumstances incurred by the Venue affecting the availability of venue for Client usage. Refunds by vendors for services/products outside of the Venue's jurisdiction are at the sole discretion of the outside vendor and contractual agreement made between outside vendor and Client. Willow Acres will not be held responsible for refunds outside of space rental.

6.) If the weather forecast 3 days prior to Event is forecasting rain possibilities of 30% or more during the scheduled Event Time, the Client is required to purchase a Tent Rental from the Willow Acres preferred Vendor List to be installed during the Event to accommodate guests during the wedding reception/party. The Client's damage deposit amount of $750 will be used toward offsetting the cost of the tent rental. If the Client decides to not have the Ceremony Area protected by a tent in the likelihood of inclement weather, this will be at the Client's discretion. This contractural agreement for tent rental will be between the Vendor and Willow Acres; whereas Willow Acres will not be held responsibility for delay in setting up of tent, tent availability, including style and color or tent, etc. due to Client not securing a Tent rental in adequate time. The final decision whether or not to have a tent installed will be that of Willow Acres.

Article IV: Event Vendors

Section A: General Vendor Guidelines

1.) All Vendors hired by the Client are to register with the company 90 days prior to the event.

2.) Vendors are not to arrive before the contracted start time of the Event, unless granted prior consent from the Venue.

3.) The Venue understands the Client can and may hire Vendors not affiliated with the Venue, however, the Client agrees that the Vendors must follow Venue guidelines. It is highly recommended that the Client hire preferred

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Vendors, as we have vetted these vendors for professionalism and industry standards to which we at Willow Acres adhere to.

Section B: Caterers

1.) The Venue works with Preferred List of Caterers that will be provided to the Client. This list of Preferred caterers provides the Client with a variety of food options for the Event and a wide range of price-per-head options. It is advised to ensure Event effectiveness that the Client choose a caterer from the Preferred Caterer's List.

2.) In the instance that the Client chooses to bring in their own caterer, the Client agrees to hire a licensed, insured, and certified catering company to provide food and/or alcoholic/non alcoholic beverages for the Event and Willow Acres must approve of this Vendor.

3.) The caterer must provide the Venue with copies of State of Indiana Health Department Certificate, copies of the ServSafe Certificate, and copies of their Certificates of Liability Insurance in the event that you hire your own caterer.

4.) The caterer is responsible for the bussing and cleaning of tables, cleaning all service areas, and emptying trash cans for the entire Event and serving the food/beverages. The caterer may not drop off food and then leave without having their own staff to serve, clean up after the food is served, etc.

Section C: Alcohol Service Providers

1.) Client is prohibited from supplying or serving alcohol.

2.) Client agrees and understands that the Venue does not allow the Client or guests of the Client to serve themselves. All bartenders must pour, mix, etc. any alcoholic beverages as well as remove all bottle caps from bottles before serving.

3. Venue will provide Client with referrals or preferred services for the serving of alcoholic beverages.

4. Client acknowledges and agrees that hired alcohol provider/server has the right and responsibility to halt alcohol services to guests who appear grossly inebriated and/or have been served several drinks prior.

Section D: Misc. Vendors

1.) All AV vendors must perform at least one sound check at least one hour before the start of the Event.

2. All DJ's must use outlets and power sources designated by Venue point-of-contact.

_____Client's initial's
(indicates page has been reviewed)

Willow Acres
7673 N Mechanicsburg Rd
Middletown, Indiana, 47356
thewillowacres@gmail.com
765-686-1071

3. All DJ's must cease music by 10:30 p.m. in accordance with area noise ordinances.

4. All photographers must use outlets and power sources designated by Venue point-of-contact.

Article V: Additional Rental & Service Options

Custom Rustic Hardwood Tables	6 ' table	$50 each
	8' table	$65 each
	10' table	$75 each
Custom Rustin Communion Table		$25.00
Custom Rustic Serving Tables (3 available) 8', 10'		$50.00 each
..these tables are a little taller than the reception tables...		
bon fire wood 2 available		$45.00 each
fire pits/including wood 5 available		$10.00 each
propane gas fire pit (propane fee) one available		$ 45.00
Votive Candle Holders(rose gold), includes battery tea light		$1.50 each
Mason Jars (various sizes) without handle		.75 each
Mason Jars with metal handle		$1.00 each
White Dinner Plates (200 available)		.80 each
16 oz. Clear Water Goblet(200 available)		.80 each
silverware, knife, fork, teaspoon(per item)		.35each
200 available of each the knife, fork, teaspoon		var-
ious styles/colors of glass cake plates		$ 6.00 each
two large wooden barrel		$30.00 each
Large glass pane door for "Guest List Names"		$30.00
wooden ladders (3 available)		$15.00 each
chandeliers (5 varying styles available)		$35.00 -$55.00
battery fairy string lights/battery included		$ 2.00 each
fire pits/wood provided (5 available)		$10.00 each
Candelabra/ does not include candles (1 available)		$25.00
blush colored tule fabric for pergola		$30.00
settee for use outdoors for photos; 2 will be available		$55.00
barn doors attached to arch in the park		$30.00
standing propane heaters		$85.00 each
accent chairs for Bride and Groom (for the pair)		$35.00 -$55.00
gold place card holders and table numbers		$8.00 for all

Article VI: Cost and Payment Terms

Section A: Cost

1.) The Client has agreed to purchase the following Event Package

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Tier 1 Package: all services/items Listed in Tier 1 Package Pricing (Cost:_____)

Tier 2 Package : all services/items listed in Tier 2 Package Pricing (Cost:_____)

Tier 3 Package: all services/items listed in Tier 3 Package Pricing (Cost:_____)

+ Additional Services/items purchased:

_____

_____

_____(Cost:_____)

+ $750 Damage Deposit

Total Cost of Entire Wedding Package= $_____ (Initials _____)

2.) The $750 damage deposit to be refunded in-full within 14 days of Event if all terms of this agreement are met, Venue and property is assessed post Event, and all rules and regulations enveloped in this agreement are abided by. If damages or theft are assessed in the post-Event evaluation, the Venue will issue a detailed list of incurred damages and the cost for repair to the Client. If the repairs exceed the $750 damage deposit, the additional cost will be charged to the credit card on file, plus 3% processing fees as necessary.

3.) The Client agrees to pay the Venue a Non-refundable down payment of 50% of the total cost of the wedding package chosen by the client; including security deposit at the time of booking the Event and signing of the contract with Willow Acres in cash. The remaining balance of Event rental is due within 60 days of booking the Event by the Client by cash or check.

4.) If Event Date is within 6 months of signing of contract, 100% of Event costs is due upon signing of contract for the Event Date and is non-refundable.

5.) Payments can be made by the Client to the Venue in the form of cash or check made payable to Willow Acres.

Section B: Cancellations and Reimbursements

1.) If the Client cancels their date prior to 9 months of the actual Event date and reschedules a new Event Date with the Venue, the down payment and balance in its entirety will be transferred to the New Event date. However, the initial security deposit will be forfeited.

Section C: Additions and Upgrades

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(indicates page has been reviewed)

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1.) It is not the responsibility of Willow Acres to return/mail/or notify Client of any personal items which may be left on the premises of Willow Acres and or The Conservation Club. Willow Acres may be contacted to see if lost items were found and it will be the responsibility of the Client/Guests to retrieve lost items from Willow Acres.

2.) Client agrees to provide Venue with 4-5 professional photos which promotes Willow Acres property which we can use on our website to promote our Venue. We will provide the name of your photographer in order to promote their business as well. Submission of photos does not guarantee the use of any or all of photos. The use of said photos will be at the discretion of Willow Acres.

Sample

Details of Events (as of _____)

Setup begins at _____

Contact for vendor management _____

Guest ETA _____

Ceremony Begins at _____

Meals Served at _____

Festivities begin at _____

Event Conclusion_____

Event Exit _____

Authorized person/s to remove gifts/cards to designated area during Event._____

Catering Company_____

Contact Phone/Person_____

Bartending Service_____

Contact Phone/Person_____

Florist:_____

_____Client's initial's (indicates page has been reviewed)

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Contact Phone/Person_____

Cake/Dessert Creator_____

Contact Phone/Person_____

DJ Service _____

Contact Phone/Person_____

Photographer_____

Contact Phone/Person

Officiant_____

SAMPLE

WILLOW ACRES EVENT MANAGEMENT FORM

Client Name:_____

Event Day/Date:_____

Event Time:_____

Wedding Package Chosen:_____

Room Rental Fee: $_____

Guest Count:_____

Address:_____

Email:_____

Home Phone_____

Cell Phone_____

Work Phone_____

_____Client's initial's
(indicates page has

been reviewed)