

# John Deere Facility Rental Contract



**JOHN DEERE**

Thank you for considering the John Deere Pavilion and the John Deere Historic Site for your event.

Date Booked \_\_\_\_\_ Date of Event \_\_\_\_\_  
Reception Start/End Time \_\_\_\_\_ Dinner Start/End Time \_\_\_\_\_  
Location \_\_\_\_\_  
Address \_\_\_\_\_  
Booked By \_\_\_\_\_ Method of Payment \_\_\_\_\_  
Group Name \_\_\_\_\_ Number of Guests \_\_\_\_\_  
On Site Contact \_\_\_\_\_ Telephone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Catering services will be provided by \_\_\_\_\_

## BILLING INSTRUCTIONS

Payment to be made by check only, made out to Deere & Company (also called John Deere in this Rental Contract). 50% of the rental fee is due and payable, along with a signed rental agreement, no less than 60 days prior to the event. Payment in full is required no later than one (1) week prior to the event.

## CONTRACT TERMS AND CANCELLATION POLICY

If an event must be cancelled, the deposit will be refunded in full if John Deere receives notification of cancellation at least 30 days prior to the event.

I have read the above Rental Contract as well as the Rental Contract Terms and Conditions contained on the attached pages and agree to fully abide by all such terms and conditions, all of which are considered part of this Rental Contract.

\_\_\_\_\_  
Renter's Signature Date

\_\_\_\_\_  
Sales Signature Date

# Rental Contract Terms and Conditions



1. All Rental Contracts must be signed by the renter if the renter is an individual, or by an authorized representative of the renter if the renter is a firm, company, or other organization, and returned to John Deere along with the deposit by date indicated on the enclosed invoice.
2. Payment in full is required no later than one (1) week prior to the event.
3. If the renter must cancel an event, the deposit will be refunded in full if John Deere receives notification of cancellation at least 30 days prior to the event.
4. No food or beverage of any kind will be permitted to be brought into any John Deere facility other than by the contracted caterer. The renter is fully responsible for all arrangements and any contract entered into with any caterer of the event.
5. Event guests will be admitted to the John Deere facility and expected to depart at the times stated on the attached Rental Contract. The renter shall be responsible for the appropriate conduct of its guests at all times while on John Deere property.
6. The John Deere facility may request that the renter obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held over night at the John Deere facility. Security may be arranged through John Deere at \$20.00 per hour.
7. The John Deere facility is NOT responsible in any manner for damage, destruction, or loss of any property or other items occurring prior to, during, or following any event. The John Deere facility makes no warranties or representations whatsoever to the renter or its guests or caterer.
8. The renter is at all times responsible and shall reimburse the John Deere facility for any damage, loss, injury, death or other liability of any nature whatsoever to people or property incurred by the John Deere facility or by the renter or any of the renter's guests or any other persons or organizations contracted by the renter to provide any service, food, entertainment, or goods before, during, or following the event. The renter agrees to defend, indemnify, and hold harmless John Deere, its officers, directors, employees, agents, and contractors from and against any such claims, demands, suits, damages, liability, costs, and expenses (including reasonable attorney fees) incurred in connection with such damage, loss, injury, death or other liability, or by reason of the breach of this Rental Contract, or by reason of any breach by renter of its contract with a caterer or provider of music for the event.
9. Items of any kind must NOT be placed on any John Deere facility walls or equipment, or affixed to any floor or ceiling of a John Deere facility. In no manner will renter permit any employee, guest, or contracted party to deface, damage, or otherwise injure John Deere property or its facility.
10. All events with or without music must end by 11:00 p.m. The renter is fully responsible for all arrangements and any contract entered into with any musician, musical group, or other provider of music. At no time will music be allowed to constitute a nuisance to the public or be allowed to violate any noise ordinance, and the renter remains fully responsible for such compliance.
11. Delivery and pick up of all special equipment brought into the John Deere facility are the sole responsibility of the renter. Set up of equipment may take place on the day of event ONLY.
12. Insurance Requirements:
  - a. The renter and/or their selected caterer must obtain, maintain and provide proof of insurance with a minimum of two million dollars (\$2,000,000) of General Liability coverage, for bodily injury and property damage claims, including contractual and personal injury liability coverage. If alcoholic beverages are served, renter will be obligated to provide evidence of "Host Liquor Liability" coverage in addition to the General Liability coverage. Umbrella or excess liability insurance may be used to meet limit of liability requirements.
  - b. Renter will require similar insurance and obtain certificates of insurance from its caterers or other contractors in any way affiliated with the event, providing copies of the certificates to Deere upon request. If caterer/contractor will be serving alcohol, in addition to the insurance requirements contained in subparagraph 12a above, caterer/contractor will obtain and maintain a liquor liability policy covering claims arising out of the selling, serving, or furnishing of alcoholic beverages.
  - c. Each policy required under this agreement shall contain a severability of interests clause and will provide that renter's coverage shall be primary to any other insurance available to or maintained by Deere & Company, its subsidiaries and affiliates.
  - d. Deere & Company, its subsidiaries and affiliates must be named as "additional insureds" on the renter's general liability policy and on the caterer's liquor liability coverage. The caterer has the full responsibility for obtaining any and all licenses necessary for providing any alcoholic beverage at the event. The renter and caterer jointly assume all liability associated with the consumption of alcohol and each agrees to defend, indemnify, and hold harmless John Deere, its officers, directors, employees, agents, and contractors from and against any and all claims, demands, suits, judgments, or other liability of any nature whatsoever resulting from the presence, serving, and/or consumption of alcoholic beverages during the event.
  - e. The rented John Deere facility will require a certificate of insurance evidencing that:
    - Renter has the required coverage
    - Deere & Company, its subsidiaries and affiliates are named as "additional insureds" under all policies of insurance required under this Rental Contract
    - The renter will provide at least 30 days advance written notice in case of cancellation, non-renewal, or significant change in the scope of its insurance coverage as required under these Terms and Conditions.
13. The John Deere Pavilion and John Deere Historic Site at all times reserve the right to inspect and monitor all public and private events.
14. The renter is responsible for all permits, licenses, taxes and other requirements imposed on or associated with the renter's event or activities on John Deere property and agrees to defend, indemnify and hold harmless John Deere, its employees, agents, and contractors with respect to such obligations.
15. John Deere's obligation to make the facility available will be relieved if anything outside of its control prevents the facility from being available at the date and time scheduled for the event. This includes such occurrences as natural disaster, fire, destruction, war, governmental order, quarantine, or other forces or events outside of John Deere's control. If such occurs, John Deere will refund the renter's deposit and fee already paid in full, but will have no other liability on account of such cancellation or unavailability of the use of its facility.
16. All John Deere facilities have a non-smoking policy, and the renter is responsible to ensure that its guests, contacted caterer, and musical entertainers all abide with such policy.