



## Booking Agreement

Dear Guest

We are looking forward to having your wedding event at The UPB (“Venue”)! This Booking Agreement, along with the “Rental Rules” listed below, sets for the terms of our agreement to rent you The UPB. Please read the Agreement and Rules, and let us know if you have any questions.

The Venue is located at:     8084 Erickson Ranch Road  
  Rapid City, SD 57702  
  Phone 310-939-0050

Confirmation of the date(s)/times and payment(s) for your event are all set forth in and handled by you via our website.

**NOTE:** A wedding includes your choice of the Loft Suite or Patio Suite for your wedding night, full use of the barn and surrounding patios, meadow and parking areas. It also includes use of the Patio Suite during the day of your wedding for you and your bridal party to get ready. However, if you book The UPB only for your reception, the booking does not include lodging on your wedding night; unless it is booked separately via Airbnb.

**Suite Rentals:** The UPB has three suites. As your wedding date nears and you decide you or anyone in your wedding party want to book one or more of these suites they can be booked by you either via our website ([www.The-UPB.com](http://www.The-UPB.com)) or directly online via Airbnb.

**Payment/Refund policy:** Your deposit to hold the date(s) for your event is \$750.00. This deposit is refundable for 7 days. Thereafter it is not refundable. The total amount owed is due in full by no later than 120 days prior to your event. Within 120 days of your event, all of what you have paid, including any deposit, is non-refundable.

**Venue Over-time stays:** *\$150.00 per hour and/or any fraction thereof (e.g., an over- time stay of 1.25 hours will be billed at an additional \$300.00)*

**Venue Security Deposit:** \$350.00 (refundable after the UPB determines your event resulted in no damage and you have left the venue as clean as when received).



**Note:** the security deposit is not the limit of your liability. If you cause damage greater than \$350.00 you are liable and must pay for the total amount of damage.

**Rental Rules:** Guest(s) agrees to abide by the **Rental Rules** set forth below at all times while at The UPB premises, and shall cause all members of the rental group and anyone else Guest(s) permits on the property to abide by the Rental Rules.

Upon receipt of full payment we will provide you with instructions for entry to the property.

Thank you!

## **The UPB**

### **RENTAL RULES**

1. **Smoking** is allowed outside only and only so long as fire danger is low and guest(s) are respectful to non-smokers, use caution with regard to fire, and **pick up and properly discard all butts** and other smoking materials. You may be charged extra for leaving smoking paraphernalia, butts, and/or other smoking materials littered about the property. Fire is a very serious danger and smoking will not be allowed when Owner determines that fire risk is too high. Guest(s) agrees to abide by Owner's determination as to whether or not smoking is allowed.
2. **Fire:** Fire is allowed in the fireplaces and fire-pits **only when low fire danger conditions exist and only when expressly permitted by Owner.** Fire is a very serious danger to the buildings, structures and forest surrounding the UPB, especially when conditions are dry and/or windy. Fires will not be allowed when the Owner, in Owner's sole discretion, determines that the risk of fire is too high. Guest(s) agree to seek Owner's written permission before using the fireplaces and fire-pits, and abide by Owner's sole determination and decision as to whether or not a fire is allowed. Notwithstanding the fire conditions and the fact that the Owner may allow a fire, Guest(s) hereby agree that he/she/they/it shall at all times be liable for any and all injuries, death and damage(s) of every kind, including any and all property damage, caused by fire, and hereby agrees to indemnify, defend, hold Owner harmless, and pay the legal fees incurred by Owner, its officers, heirs and assigns as a result of any and all injury and/or damage caused by a fire occurring during the rental term.



3. **People:** Any person on the property for your event is your sole responsibility, and you agree to monitor such persons to make sure they comply with these rules. Guest(s) understand as well that there are lodging suites on the property available for rent, that are available for overnight lodging and the enjoyment of only those guests who have been identified as staying in those suites. They are not for other guests or people to hang out in, sleep in, lounging about, using the bathrooms, partying and/or for any other purpose.
4. **Liability:** The UPB and all rental spaces are privately owned. The Owner is not responsible for any accidents, injuries, illness or death that occurs while Guest(s) and/or any of his/her invitees is/are on the premises or its facilities. The Owner is not responsible or liable for the loss of personal belongings or valuables of the Guest(s), including his/her invitees. By accepting this booking/reservation, Guest(s) agree that he/she/they/it is/are expressly assuming the risk of any harm arising from their use of the premises, and of others whom they invite to use the premise, and hereby agrees to indemnify, defend, hold Owner harmless, and pay the legal fees incurred by Owner, its officers, heirs and assigns as a result of any and all injury and/or damage and/or illness and/or loss claims of any nature made against Owner as a result of and/or during and/or arising out of the rental term.
5. Guest(s) shall keep the property and all furnishings, appliances and equipment in good order.
6. Guest(s) shall only use furniture, appliances and equipment for their intended use(s).
7. **No Firearms** - Guest(s) agree to neither bring nor discharge any firearm upon the property.
8. **No Fireworks** – Guest(s) agree to neither bring nor discharge any fireworks upon the property.
9. **Decorations** - Guest(s) agree that only biodegradable decorations will be used, such as real flowers and/or materials that can be easily picked up and discarded. Guest(s) agree not to use fake flower petals, glitter and other such items that are not biodegradable, as such items get into the forest and landscaping around the barn and are exceedingly difficult to get rid of. If you use glitter or other such items we reserve the right to use your security deposit to cover the cost of such clean-up.
10. **Pets** - Not allowed without express permission of the owner.
11. **Cleaning** – Your cleaning fee is to allow us to deep clean our venue’s floor after your event, so that it is appropriately clean and in good shape for our next guest. If you leave the venue messy with food, plates, utensils, glasses, spills, dirty dishes, decorations and empty beverage containers we reserve the right to use your security deposit to cover the cost of such clean-up. Please pick up and bag your trash, and leave the venue tidy and reasonably clean after your event.



12. **Parking:** Vehicles shall be parked in designated parking areas only. Parking in the driveway or upon the road in a manner that blocks other vehicles is not permitted. Any improperly parked vehicle(s) are subject to towing; applicable towing fees are the sole responsibility of the vehicle owner.

13. **Water and Septic:** The UPB is on a well and septic system. The septic system is effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is determined that feminine products or other inappropriate materials have been flushed and clog the septic system, you will be charged for damages, up to the total cost of repair.

14. **Storms:** No refunds will be given for storms or poor weather. Our mountain road is gravel and approximately 1/8<sup>th</sup> mile long and somewhat steep in two places. We recommend four wheel drive if snow and during the snow months.

15. **Financial Responsibility:** We recommend that you purchase event insurance. The Guest(s) who booked The UPB hereby affirmatively state that he/she/they are liable and financially responsible for any damage they and/or their guests cause to the venue, and further state that they have the financial means, via insurance or otherwise, to pay for all such damage.