

James G. Derbes, Proprietor
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DATE

EVENT VENUE RENTAL AGREEMENT
Wedding Ceremony and Reception
and

Hosts: _____
Address: _____

Event Day: (date)

Guest count: up to _____

Charges

Friday: \$_____ for four (4) hours, and \$_____ for five (5) hours.

Refundable Damage and security deposit: \$350.00

Total charges including refundable deposit:
\$_____ for four hours; and \$_____ for five hours

Additional services are available for additional charges.
Deposit due at booking: \$750.00, to be applied to total charges.

Balance after payment of deposit:
\$_____ for four hours; \$_____ for five hours
Balance due on (due date)

Per the terms and conditions set forth below, **James G. Derbes, d/b/a Benachi House**, (hereinafter "**Owner**") hereby rents to **Host(s)**, the **Benachi House & Gardens, 2257 Bayou Road, New Orleans, Louisiana 70119** (hereinafter "**Property**"), as a venue for **Host(s)' Event** as follows:

For **Event Day**, the entire first and second floors of the house and all of its outdoor spaces and gardens. **Excluded** are the **Cottage**, which may be rented separately, and the **Resident Manager's** apartment. To be arranged through Venue's **Resident Manager**, Hosts may also use the Property for pre-event photography; and for rehearsal, but scheduled so as not to conflict with another event that may be scheduled on rehearsal day.

In addition **Owner** provides:

1. Chairs for 115 guests and dining, serving and bar tables for 150 guests;
2. A Security Officer and a Benachi House Manager, who will remain on the premises for the duration of the event; and
3. A Behringer PPA500BT Europort PA System, with a wireless mic and tripods for the two speakers.

Host(s) may plan and implement the **Event** themselves or may employ a **Planner** of their choice for assistance. **Venue's Resident Manager** is available to answer questions, and may also be employed privately for day-of management and for more extensive planning services.

Use of the Property is subject to the following **Venue Rules**:

1. **Events** at the **Property** are limited to two hundred (200) guests for a Wedding Ceremony and Reception, and three hundred (300) guests for a ceremony only;
2. The pricing of this **Event** is based on the maximum anticipated guest count as specified by the **Host(s)**, and on **Host(s)**' choice of event duration: four (4) or five hours. Unless specified to the contrary herein it is assumed that Hosts have chosen a four (4) hour duration. By the date on which final payment is due, **Host(s)** shall notify **Owner** if the number of guests exceeds by more than ten (10%) percent the number specified herein, and if a five (5) hour duration is chosen.
3. On **Event Day**, the **Hosts**, their **Planner(s)**, immediate families, other wedding party members and providers are granted access to the **Property** beginning at 9:00 AM.;
4. **Host(s)** and/or their **Planner(s)** shall coordinate with **Resident Manager** the installation of tents and the delivery of other event-related items. Those items must be installed/delivered no earlier than 9:00 AM on **Event Day**, and shall be removed no later than 10:00 AM on the following day. **Resident Manager** may relax these deadlines to permit earlier installation/delivery and/or later removal, if no other events are scheduled on the prior and subsequent days. For convenience and economy, **Hosts** are encouraged to share the rental of tents and other equipment with other **Hosts** who may have events scheduled on the same weekend.
5. The **Event** is limited to a four (4) or five (5) hour duration, beginning with the time for which guests are invited;
6. The bar must close and the music must be turned off no later than 10:00 PM;
7. Any brass band music, including music for "a second line," is not subject to sound level restrictions, but must end no later than 8:00 PM;
8. All other reception music, whether from live performance or DJ, is subject to the **Sound Level Restrictions** of the City of New Orleans, as described in the **attachment**. Music providers are required to accept the **Restrictions**. Compliance is seldom an issue for groups with up to five performers and for DJ's, provided that the cooperation of the providers is forthcoming;
9. This **Venue** does not allow "do it yourself" catering and bar service;

10. Event-related Catering shall be provided by a licensed professional caterer or food truck;
11. Event-related bar service shall be provided by the **Host(s)**' caterer or by professional servers engaged separately by **Host(s)**;
12. The **Venue's List of Trusted Providers** includes caterers, food trucks and bar servers with whose work we have been pleased. Host(s) are not limited to choices from the List;
13. If a food truck provides catering, and/or if the chosen **Caterer** and **Bar Service** is not from among our **List of Trusted Providers**, **Host(s)** are required to use **Venue's** "clean up and breakdown service" as described in 19, below;
14. Food trucks that will make any use of our kitchen facilities, and all caterers, are required to accept our **Catering and Bar Service Guidelines**, attached.
15. **ASAP** after the acceptance of this Agreement by **Owner**, and no later than sixty (60) days prior to **Event Day**, **Host(s)** shall schedule and attend a meeting with **Resident Manager**, reception music provider(s), caterer(s), any food truck operators and any bar service providers in order that the **Sound Level Restrictions** and **Catering and Bar Service Guidelines** may be understood and accepted by those providers. For destination events, Host(s) may attend via Face Time or Skype.
16. Set up and special decoration on **Event Day** may be provided by **Host(s)**, their families, friends, **Planners** and **Caterers**;
17. Alternatively, for an additional charge of \$200, **Venue** will provide set up according to diagrams and written instructions to be submitted by **Host(s)** no later than sixty (60) days prior to **Event Day**. This service must be requested and paid for when final payment is made. **Venue** will not install special decorations;
18. **Venue** will return its house-owned equipment to storage at no cost to Host(s). As per the **Catering and Bar Service Guidelines**, Caterer is required to marshal for pick-up any rented items: e. g, chairs, dishes, utensils, glassware and other incidentals. Alternatively, for an additional charge of \$200, **Venue** will provide a "clean up and breakdown service." This service must be requested and paid for when final payment is made;
19. **Hosts** shall remove their personal property from the **Property** by 10:00 AM of the day following **Event Day**;
20. The **Damage and Security Deposit** is furnished to assure return of the Property free of any event-related damage, and to assure compliance with the Venue Rules. In that event the deposit will be refunded within thirty (30) days following Event Day;
21. If the wedding is cancelled as a result of the death of the bride or groom, the deposit is fully refundable. If the wedding is postponed as a result of another death in the family, a natural disaster like a hurricane or some other emergency situation, the deposit will be applied to another date within six months of the original date. Otherwise, the deposit is not refundable.

Benachi House & Gardens

By: James G. Derbes, Proprietor

Bride/Groom

Bride/Groom