



Honey Hill Farm
2455 Crooked Creek Rd. Berry, KY, 41003
Phone: (859) 654-8015

Invoice: 26041637
Order Date: 5/16/2024

Event Location

Family Care Center
Irma Bennett

1135 Harry Sykes Way
Lexington, KY 40504

Cell: (859) 230-5936 Home: (859) 288-4047

Start Date: 8/8/2024 9:30am

End Date: 8/8/2024 10:30am

Delivery method: Fully Staffed

Name	Qty	Total
 Small Petting Zoo (10 animals)	1	\$710.00
Services subtotal		\$710.00
Weekday Rental Discount	N	\$-177.50
Sales Tax	0.000%	\$0.00
Total		\$532.50
Deposit Due		\$213.00
Amount Paid		\$0.00
Balance Due		\$532.50

Contract and Terms

Payment Policies

The client agrees to pay the balance no later than the date of service unless prior arrangements have been made. Credit Card payments at subject to a 3.5% surcharge and are not accepted by event staff. They must be made prior to the event. Past due balances are subject to additional fees of 5% of the balance, beginning when the balance is 30 days past due, and increasing by 5% of the balance for every 30 days the account remains past due. Client will make necessary payment arrangements, such as requests for an invoice or W9, with adequate time to process payment before due date.

The price of service listed in your service agreement is specific to the contracted time and services. If a customer requires Honey Hill Farm to be setup earlier than the contracted start time, an additional cost will be added, according to our standard hourly rates for the services we are providing. If the client requires additional time at the end of the event, it will be added in 15-minute increments, at the standard hourly rate for the services provided, assuming that additional time can be added. If Honey Hill Farm, for any reason that is not the fault of the client or at the client's request, fails to provide the contracted services for the entire length of the contracted times, a verbal agreement should be reached between the two parties, as to whether the time should be made up at the end of the event, or the price should be discounted.

This contract includes the total cost that you will be responsible for upon agreeing to the details of this agreement. The following things may increase your balance:

- Paying with a credit card (CC payments are subject to a 3.5% surcharge).
- You need us to be set up earlier than the time listed on this agreement. We will arrive early enough to be setup at the start time listed on your agreement. Earlier setup will be subject to our standard hourly rate, assuming we are able to provide it.
- Excessive paperwork requirements for vendor registration. Please settle matters pertaining to vendor registration and other payment requirements prior to the event.
- You pay late. Please read the payment section to understand our late payment charges.

Safety

It is the responsibility of the customer to keep guests safely out of the setup area before the contracted start time and after the contracted end time. This may require sending staff or volunteers, or placing signs and/or a partition. The petting zoo and pony rides area should not be considered safe for your guests until Honey Hill Farm's staff has set up and secured all equipment, animals, and vehicles.

It is not Honey Hill Farm's responsibility to remove all risks from participation in our services. Instances of injury are rare, but possible. Contracting Honey Hill Farm to provide services for your event involves accepting inherent risks similar to many entertainment activities. Honey Hill Farm reserves the right to cease operations if the activity has become unsafe for humans or animals due to hazardous weather, inappropriate behavior on the part of the client or their guests or other disruptions that are deemed dangerous in the opinion of the Honey Hill Farm staff. They will resume if and when the activity meets our safety standards.

Terms of Cancellation

*This agreement may be canceled up until 7 days in advance of the event, without penalty, by either party, because of accidents, sickness, riots, strikes, epidemics, acts of God or any other LEGITIMATE conditions (deemed by Honey Hill Farm), that are beyond the control of either party. If possible, we will re-schedule the event on another day, if the client wishes to do so.

*Cancellation, without penalty, within 7 days of the event, is permitted due to inclement weather, with at least 24 hours notice, when notice is given by the client over the phone and is acknowledged by phone or email by a Honey Hill Farm employee. If the client is unable to reach us at the business phone number listed on the website, they must leave a message on that line, as well as call the emergency number given on the voicemail prompt and leave a message there. Cancellations that do not meet these time and method stipulations will forfeit 40% of the total balance.

*The staff of Honey Hill Farm will not cancel because of inclement weather including cold, rain, or heat. Exceptions to this are snow or icy conditions which prohibit the safe transport of our animals and staff, which will result in cancellation by Honey Hill Farm. It is up to the person(s) listed as the contact for the event, on the service agreement, to call and cancel the event on behalf of the client. If the client neglects to cancel the event due to the threat of inclement weather, no refunds will be issued for weather related disruptions of service.

Date of Service Considerations

By signing this service agreement, the client agrees that they have read and considered the following issues and will be prepared to help our staff create a safe and pleasant experience for the animals and humans present:

- **TRAILER and PARKING:** We will likely have a truck pulling a stock trailer. Will a GPS help our crew get there via a route that a truck and trailer can pass through? Once they are there, where will they park to unload? Will they need to move after unloading? Will moving the truck need to occur prior to the start time? Will they be able to reach you on the number listed in this proposal?
- **SHELTER:** On hot or rainy days, animals require shelter. A shelter is provided for free for petting zoos and Live Nativities. This shelter provides only enough coverage for the animals, not for guests. Shelter is not required for hand led ponies. You can avoid the need for a tent by arranging for the animals to be under natural shelter like shade trees or a portico.
- **PONY SIZING:** How big will the oldest children be? Small ponies, capable of holding up to 75-100 lbs will usually be sent by default. We have a limited number of large ponies, so be sure to ask ahead of time if you will need a pony for older children.

Hold Harmless Provision: Client recognizes and understands that participation in our services may involve inherently dangerous activities. Consequently, to the extent permitted by law, Client agrees to indemnify Honey Hill Farm, LLC and hold harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the participation in said services including, but not limited to the delivery, possession, use, and operation. To the extent permitted by law, Client hereby releases and holds harmless Honey Hill Farm, LLC from injuries or damages incurred as a result of the participation in services unless Honey Hill Farm, LLC is deemed by a court of law to be negligent in its actions. Honey Hill Farm, LLC cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Nothing contained herein shall be deemed a waiver of sovereign immunity or any other third party defense.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name