

# The Enchanted Meadows

## 2021 - 2 Day wedding Contract

THIS AGREEMENT ("the Agreement") made as of this month \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between The Enchanted Meadows MGMT (AKA Weddings by Nan), located at 77439 Meadowood Rd in Weston, Oregon 97886 and \_\_\_\_\_ (the "Renter") collectively, the "Parties". The parties agree as follows:

### Required Insurance Policy Certificate.

The Rider must include proof of special event coverage for the event at The Enchanted Meadows, in the amount of: One Million, \$1,00,000.00 dollars and "The Enchanted Meadows" must be listed as an Additional Insured.

### Space Rental

Owner hereby grants a limited access and revocable license (the "License") to the Renter to use the building space of The Enchanted Meadows Venue (the "Space") on the Event Date and during the hours specified under this agreement. The venue hours of operation are determined by the package chosen by client as listed below. ALL EVENTS must conclude by 12:AM for the One-day wedding and by 1:PM on the Two-day with clean-up/teardown determined by End date of event. **Venue doors will be locked at this time.** This includes load out for vendors. **CLEAN UP includes decorations, food, trash, any spills etc. Ahead of wedding day, please appoint at least 2 people who will be responsible for cleaning up after your guests leave. ALL TRASH, DECORATIONS, ETC. MUST BE CLEANED UP AND LEAVE THE VENUE as we have a Carry-In Carry-Out policy.**

**Renter Initial:** \_\_\_\_\_

### Event Information

Event Date: \_\_\_\_\_

Event Name: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Brides Name: \_\_\_\_\_

Grooms Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Additional Contact Name: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**A Retainer Fee will be one half of the total package and is due upon signing of this contract.**

**Final payment is due 60 days after the retainer fee is paid.**

**FEES**

Renter shall pay to Manager total fees including a "Retainer Fee" for the use of the Property, as described above. Included in the Rental Fee shall be a down payment ("Retainer Date Payment") that must be paid to Manager upon the execution of this Agreement. Manager shall have no obligations under this Agreement until the "Retainer Payment" is paid in full. The remainder of the Rental Fee shall be **due in full 60 days after the retainer fee**, on the date listed below, unless otherwise documented ("Payment Due Date"). If Renter fails to pay the Rental Fee by the Payment Due Date, Manager shall have the right to revoke the License and to keep the full amount of the "Retainer Payment" as liquidated damages.

**Total Rental Fee: \$2,500.00**

**Rental Retainer Payment ½ of Total Rental: \$1,250.00**

**Final Payment Due 60 days from Retainer fee: \_\_\_\_\_**

*Checks or Cash will be accepted.*

**Your Package.**

Single Night: 2 Days: \$2,500.00

## Space Specifications

Owner grants Renter the following amenities at the Space: use of all outdoor and indoor spaces. Trash is to be bagged and placed in proper area during wedding and be carried out at the end of the event.

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## Disclaimers

The Space shall be provided by the Owner in the as-is condition and Owner makes no warranty regarding the suitability of the Space for Renter's intended use. Owner retains the right to make judgement calls in the case of rain/inclement weather as to whether to move any outdoor portion of the event inside to protect the equipment, staff and ensure the safety of the guests. **Children are to be supervised by adults at ALL TIMES. No children are allowed on waterfall hill or in parking lot area without parent. The Enchanted Meadows Management is the final say on all rules, disclaimers, conditions, etc. contained in this contract.**

## Condition

Renter shall leave the Property in the same condition as when Renter entered. Renter shall be responsible for any damage caused to the Property beyond ordinary wear and tear. **Renter** will be responsible for **clearing of all trash** generated at the Event and removing all waste from the property.

## Damages

Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter's uses of the Space. Owner will notify Renter of damage within 10 business days following the Event date and the Owner shall arrange for the repair of any such damage at Renter's expense.

## Right of Entry

Per Owner's insurance, owners shall be on premises during event in case of need or emergencies.

## Indemnification

Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims or other costs (including attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person and/or Renter's guest (including death) caused by Renter's use of the Space, alcohol consumption, including any acts or omissions on the part of the Renter, its employees, officers, Directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which he/she has knowledge into or near the Space, regardless of cause of such injury.

**\*\*\*This venue operates on a Spring water system and as such, water is NOT TO BE USED for CAMPERS, drinking, cooking, washing of dishes/utensils, etc. Water is for restroom use only and hand sanitizer containers are provided therein for use after handwashing. ONLY disposable plates, cups, serving dishes, utensils, etc. will be used on the property and ANY dishes that need to be washed MUST BE WASHED AFTER LEAVING OUR VENUE.**

\*\*\*\*Client Initial of this clause: \_\_\_\_\_

## Cancellation

Renter may cancel the Event and notify Owner by a written notice sixty (60) days or more before the Event Date. In such an event, **Renter understands that any monies paid to Owner are non-refundable** and the Owner shall have the right to retain the full Deposit and any monies paid to date. If the cancellation is made less than sixty (60) days before Event date, the entire amount of the contract is **owed by the Renter**.

## **Assignment**

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

## **Governing Law**

This Agreement shall be construed in accordance with, and governed in all respects, by the laws of the State of Oregon and Umatilla County, without regard to conflicts of law principles.

## **Entire Agreement**

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, Conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

## **Smoking**

**No smoking or Vaping** is allowed inside the building or on the deck area. Smoking is ONLY ALLOWED in the designated smoking area in the front of the building near the circular drive. No illegal drugs of any kind will be allowed on the property. All cigarette butts must be removed **at once** after properly extinguished. **NO SMOKING IN TIMBERED AREA'S.**

## **Noise Level**

In consideration of neighbors, amplified music must be maintained at a reasonable volume and must not disturb surrounding homes. Any disturbances reported to management will cause event to be ended at reported disturbance time.

## **Decorations**

**No tape, nails or staples can be used on any building surfaces, interior or exterior ('Command' brand products only).** Wire and floral wire are allowed. No tape of any kind is allowed on the floors. Candles may be used cautiously on tabletops only. If using candles, they must be stationary and enclosed in non-flammable containers. Battery operated tea lights are recommended.

## **Food and Drink**

We have an open vendor policy. However, **all vendors** must be licensed and insured and submit proof of insurance, ABC license, or any other documents that Management deems necessary 60 days prior to event. Reception Hall has no appliances. Management must HAVE PRIOR NOTIFICATION if you will be serving alcoholic beverages. No glass bottles may be used except those remaining behind the bar (wine bottles, liquor bottles, etc. **MUST REMAIN BEHIND THE BAR AT ALL TIMES; no BOTTLE beer, PLASTIC BOTTLES OR CANS only. This is to prevent glass breakage and is for the safety of all).** \*\*\*Please notify your guests that they will need ID to obtain alcohol if they look under 35 years of age. IF SERVING ALCOHOL, you do so at your own RISK, and The Enchanted Meadows, (owners, management & employee's) are held harmless and are not responsible for injury's, health or death caused by intoxication.

\*\*\*\*Client Initial of this clause: \_\_\_\_\_

**Additional Terms and Conditions**

Renters will park cars only in the designated parking area only, unless given prior approval. You must have your own parking attendant.

Fireplace is used only if temperature requires it and all doors shall be closed while lit. The Enchanted Meadows shall be held harmless for ANY injuries to any party under any circumstances.

**ADDITIONAL RULES AND GUIDELINES**

1. Music – music must be kept at an acceptable level so as not to disturb the neighbors. Management has the final say in the music volume.
2. Children – are not allowed in certain venue areas, which is outlined in your contract. Children who wonder outside the perimeter of the venue are is the responsibility of the parents.
3. Vendors – I will need a copy of ALL vendor’s liability insurance, ABC cards (bartenders), etc. on file 60 days before your event unless you have made arrangements with me otherwise.
4. Parking – our upper parking lot will only hold 30 to 35 vehicles. Additional cars will need to park in our lower parking lot. PLEASE LET YOUR GUESTS KNOW THIS WELL AHEAD OF TIME SO THEY CAN PLAN ACCORDINGLY.
5. Guest Count – our building is only large enough to hold approximately 96 people max. Because of the possibility of inclement weather on your date, we are not allowed to count the outdoor deck as guest seating space.
6. Alcohol – per insurance guidelines, there are limits to the amount of alcohol that can be served based on number of guests. Please let us know what types of alcohol will be served as well as guest count to provide you with said limitations. \*\*\*Illegal drugs will NOT be permitted at any time and if found, will cause event to immediately be shut down AND LAW ENFORCEMENT CALLED. All guests wishing to drink will need to provide a photo ID. No cash bars allowed, tips only. All bartenders must be ABC certified and have proof on their person during event. CLIENT PROVIDES ALCOHOL.
7. The Enchanted Meadows Venue management has the final say in enforcement of ALL RULES. Breakage of said rules will cause event to be shut down after one warning is given for offense.
8. The “Renters” collectively, the Parties, agree to sign a Hold Harmless Contract for all Families and/or friends who are CAMPING, on the Property of Alan & Nan Heilman & The Enchanted Meadows at 77439 Meadowood Rd, Weston OR. 97886
9. There are **no reimbursements** from The Enchanted Meadows caused by WEATHER conditions.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed the day and year first above written

**RENTER**

**OWNER**

**Name:** \_\_\_\_\_

**Name:** The Enchanted Meadows Management

**GROOM Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BRIDE Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_