

River Orchard Place Wedding and Event Contract

This contract defines the terms and conditions under which River Orchard Place and _____ (hereafter referred to as Guest) agree to the Guest's use of River Orchard Place on _____ (event date) for _____ (type of event). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by River Orchard Place and the guest.

Guest Information:

Name: _____
Address: _____
Telephone #: (c) _____ (h) _____ (w) _____
Email address: _____

Event Information:

Proposed event: _____
Date(s) of event: _____
Approximate number of guests: _____ (maximum 200)

Facilities and Services Provided by River Orchard Place:

River Orchard Place will provide the facilities and services described in this contract on the event date(s) noted above. All other services, facilities, and arrangements for services shall be the sole responsibility of the Guest and managed through a separate agreement with service providers. River Orchard Place will provide the following:

- Exclusive use of the orchard and grounds at River Orchard Place (excluding use of Lodge interior)
- Use of the outdoor BBQ grills and fire pit
- Parking for 10 cars at River Orchard Place (see below for parking suggestions)

Deposits and Payment Agreements:

The total cost for use of River Orchard Place and its facilities grounds in this contract is \$2,500.00 plus Colorado sales tax. To reserve services on the date requested River Orchard Place requires this contract to be signed by both parties and an initial deposit of \$1,000.00. The remaining balance of the rental fee is due ninety (90) days in advance of the event. Deposits and payments will be made by credit card or a

certified or bank check made payable to River Orchard Partners. A receipt from River Orchard Place will be provided for each payment.

Cabin Rental:

Cabin rental is not included in the payment outlined above. To reserve cabins on the date(s) of your events you can do one of the following:

- Reserve all five (5) cabins for a total of \$595.00 per night plus Colorado sales tax. You can make a payment at the time of booking your event or no later than ninety (90) days prior to your event to reserve the cabins. Payments will be made by credit card or a certified or bank check made payable to River Orchard Partners. A receipt from River Orchard Place will be provided for the payment.

OR

- Your guests may contact the Caretakers at River Orchard Place to book their cabin rentals individually. They must notify the Caretakers that they are part of your event at the time of booking. They must make full payment at time of booking in order to reserve their cabin. Caretakers can be reached at 719-207-0075. Cabin prices are as follows:
 - Cabin #1: two (2) twin beds, sleeps 2 - \$95.00 per night plus tax
 - Cabin #2: one (1) double bed, sleeps 2 - \$95.00 per night plus tax
 - Cabin #5: two (2) double beds, sleeps 4 - \$125.00 per night plus tax
 - Cabin #6: two (2) bedrooms, two (2) queen beds and a couch, sleeps 4-5 - \$140.00 per night plus tax
 - Cabin #7: two (2) bedrooms, two (2) queen beds and a couch, sleeps 4-5 - \$140.00 per night plus tax

****Guest understands that if they chose this option they are responsible for paying for any cabins that do not get rented by their invitees and must be paid for no later than ninety (90) days prior to your event.****

All cabins come with mini-fridge, microwave, and coffee pot with coffee, tea, sweeteners, and creamer. All cabins also include linens, towels, and basic toiletries. There are no kitchens in the cabins.

Kitchen Rental:

A kitchen is available for rental at a rate of \$150.00 per day of use. This fee must be paid by ninety (90) days prior to the scheduled event.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Due Date</u>
Initial Deposit	\$1,000.00	With signed contract
Remaining Balance	\$1,500.00	90 days prior to event
Cabin Rental (see above)	\$595.00 per night x ____ nights	90 days prior to event
Kitchen rental (optional)	\$150.00 per day x ____ days	90 days prior to event

Cancellation Policy:

In the unlikely event the Guest should cancel all deposits are non-refundable. In the event of a cancellation, if River Orchard Place is able to rebook a comparable event on the scheduled date, all or a portion of the final payment may be refunded. River Orchard Place shall have the right to terminate this contract if the Guest fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply. The Guest shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without written consent of River Orchard Place.

Parking:

Parking on the premises is limited to ten (10) vehicles. Parking is not allowed on the roads within River Orchard Place or along Pinyon Drive. We recommend Guest designates off-site parking and provides a shuttle service for invitees. The city of Poncha Springs has a large parking lot at their visitors' center that may be used for this purpose. Contact the city of Poncha Springs for information (719-539-6882).

Bathrooms:

Guests is responsible for providing bathroom facilities (i.e. port-o-potties) for their event. For events with 50 or fewer guests, they must provide at least one bathroom facility. For events larger than 50 guests, they must provide two or more bathroom facilities.

Music and Entertainment:

The proximity of local residents to River Orchard Place is such that venue sounds, specifically related to music, must be kept below certain levels. River Orchard Place staff are authorized to lower sound levels if deemed too loud. Amplified music must end by 10:00 pm. Soft/acoustic music can be played after 10:00 pm as long as it is not loud enough to disturb neighbors.

Alcoholic Beverages:

Alcoholic beverages may be served in accordance with Colorado law. Guest agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Guest agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Guest shall monitor all service, if any, of alcohol and specifically acknowledges that Guest is solely liable for the consumption of any alcohol by any persons on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. River Orchard Place staff may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuse to leave the premises.

If alcohol is SERVED at an event, we must receive proof in advance that you or persons contracted by you have a valid Liquor License from the Colorado Liquor Enforcement Division. Only the licensed server(s) can pour the alcohol.

If alcohol is SOLD, Guest must obtain and show proof of a temporary liquor license thirty (30) days prior to event date.

River Orchard Place is authorized to halt consumption of alcoholic beverages if alcohol consumption becomes a dangerous situation and/or is the cause of damage to the property.

Smoking:

This is a non-smoking facility. Smoking is not allowed in the cabins or anywhere on the grounds.

Illicit Substances:

Use of illicit substances, including marijuana in any form, is prohibited anywhere at River Orchard Place.

Responsibility and Security:

River Orchard Place does not accept any responsibility for damage to or loss of any articles or property left at River Orchard Place prior to, during or after the event. The Guest agrees to be responsible for any damage done to River Orchard Place by the Guest, his/her guests, invitees, employees or other agents under the Guest's control. Further, River Orchard Place shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the Guest, or any of his/her guests, invitees, employees or other agents from any accident or causality occasioned by the failure of the Guest to maintain the premises in a safe condition or arising from any other cause. The Guest, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against River Orchard Place for any such loss, damage, or injury of the Guest, and hereby agrees to indemnify and hold River Orchard Place free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

Damage Protection:

If grounds, property, or facilities require excessive cleaning or are damaged as a result of Guest's event, River Orchard Place reserves the right to charge a fee for additional services, repairs, or replacements deemed necessary at the sole discretion of River Orchard Place staff. Guest is required to have a credit card on file should any such charges be incurred.

Name on credit card: _____ Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above.

Signature: _____

Name (printed): _____ Date: _____

Contract Signature:

This contract constitutes the entire agreement between River Orchard Place and the Guest and becomes binding upon both parties when signed.

I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event do not comply with this agreement or the policies the event may be immediately terminated by River Orchard Place, in its sole discretion, and/or all deposits made retained by River Orchard Place. I understand and agree that, in addition, I/we will be responsible and liable to River Orchard Place for any costs exceeding the amount of the payments made.

Guest:

Signature: _____

Name (printed): _____ Date: _____

River Orchard Place:

Signature: _____

Name (printed): _____ Date: _____