

902 E. Historic Columbia River Highway, Troutdale OR, 97060 Email: caswellsculpturegarden@gmail.com Web: www.caswellsculpturegarden.com Phone: 503.481.9449

EVENT RENTAL AGREEMENT

Event date Year Month Day	Day of the week			
Type of event Please select (for weddings only) : [ceremony and re	(maximum 200 guests)			
Client(s)				
City	State Zip			
Phone #1 Phone #2				
Email(s)				
Arrival time	Ceremony time			
Event end time (one hour before departure time)	Departure time			
Wedding rehearsal date and time (Monday – Thursda	v only)			

Payment: The Client(s) agree to pay a nonrefundable 50% down payment and a \$500 security deposit to hold the event date. The remaining balance is due 60 days prior to the event date. The security deposit is fully refundable after two weeks if there is no damage or loss to the premises and if all venue rules have been followed. The client(s) are financially responsible for damages that exceed the security deposit amount.

Refunds/Cancellation: No refunds will be given for using less then the purchased hours on the event date. If the event date is cancelled for any reason, The Caswell Sculpture Garden will refund the \$500 security deposit minus \$50 administration fee. If the event date is cancelled and re-booked by other client(s), Caswell Sculpture Garden will generously refund 100% of the payment minus \$50 administration fee. The client(s) will always have a credit with Caswell Sculpture Garden that can be used towards future events.

Insurance: A "Certificate of Liability Event Insurance" and a "Certificate of Liquor Liability" which names "Caswell Sculpture Garden" as additional insured in an amount of at least \$1,000,000 is required. The certificate must also show the client(s) and event date.

Food & Alcohol: The event may be catered by a caterer of your choice. The client(s), the caterer and bartender will be responsible for serving, supplies, chaffing dishes or sterno cans for warming food, condiments, dishware, utensils, cups, glassware, etc. All food must arrive ready to serve. There is no kitchen or enough power for crockpots on site. Alcohol must be served in accordance to Oregon laws by a bartender. Alcohol may not be served to minors.

Duration of Event: The event itself is limited to 10 consecutive hours and must be over by the event end time. The client(s) may choose when they want to use their 10 consecutive hours and may also purchase additional hours. The premises must be vacated by the departure time or no later than 11pm (breakdown/cleanup and load-out must be complete) in order to avoid incurring charge for additional hours.

Capacity: Venue maximum capacity is 200 guests.

Supervision of Children: Children under the age of 13 must be supervised at all times. Caswell Sculpture Garden is not responsible for unattended children and strongly recommends that the client(s) designate someone to supervise the children.

<u>Noise Levels</u>: No person, DJ or band shall make, assist in making, permit or allow to continue any unreasonable noise between the hours of 10PM to 8AM. Sound levels shall not exceed 95-98 decibels measured at 100 feet from the source of the amplified sound. Please help to consistently minimize the noise levels by informing the event party of the noise ordinance before the event.

<u>Prohibitions</u>: No smoking, vaping, firearms, fireworks, sparklers or illegal substances may be used or possessed on or around Caswell Sculpture Garden. Caswell Sculpture Garden is a non-smoking venue. Smoking will be permitted only in designated areas outside.

<u>Clean-Up</u>, Lost & Abandoned Items: The client(s) are responsible for disposing all garbage and recycling into the appropriate bins on site, and for walking the grounds and picking up any garbage left behind. Please take away all belongings by the departure time (no items are allowed overnight), this includes, but not limited to decorations, food and drinks, gifts, etc. Items left behind will be donated to charity after seven days. Please keep all valuables with you at all times. Caswell Sculpture Garden is not responsible for any stolen items.

Damages: Caswell Sculpture Garden is beautifully furnished and landscaped property. The client(s) will be responsible for any damage to the landscape (plants, trees and grass), walls, floors, carpet, tent, grounds etc. Vehicles are not allowed on the lawn. Absolutely no tape, tacks, staples, rice, birdseed or confetti is permitted on the premises. Only real rose petals are allowed outside and only silk petals are allowed inside. Be aware that bubbles will cause slippery floors that will be dangerous for the guests. Dripless candles are allowed in holders with the flame one inch below the top of the holder. Candles are not allowed in unattended areas. To avoid wax spills when moving candles, blow them out and allow wax to set firm before moving.

<u>Venue Improvements</u>: Caswell Sculpture Garden is always striving to be the best in the industry. Please understand that our imagineers are constantly making improvements to the look and feel of the venue including landscaping and grounds. Some areas might look different from the time the event was booked to the actual event date.

Season	Friday - Sunday price for 10 hours	Price per additional hour	Monday - Thursday price per hour (two hour minimum)
June, July, August and September	\$4,800	\$480	\$350
May and October	\$3,800	\$380	\$300
Independence Day and New Year's Eve	\$480 per hour (two hour minimum)		

Pricing Options

*Weekend Events include 10 continuous hours + one hour weekday rehearsal on week of wedding *All events require \$500 security deposit. Deposit will be refunded within 2 weeks following the event. *Price does not change if you only have a reception.

Payment Summary						
Total Event Hours						
Rental Price	\$					
Rental Deposit Amount (50%)	\$	+ \$500 Security Deposit = \$	Paid			
Remaining balance	\$	due on Balance due 60 days prior to the event date				

Liability at Caswell Sculpture Garden

- 1 The client(s) understand that Caswell Sculpture Garden is not responsible for any bodily or property damage incidents on or near the event site resulting from any act by anyone to cause any harm or by omission of anyone. This exclusion applies to anyone on or near the event site whether or not under the influence of alcohol or illegal substances.
- 2 Serving alcohol and food at the event is the sole responsibility of the client(s). The client(s) understand that Caswell Sculpture Garden is not responsible for any incidents related to the over-consumption of alcohol or food poisoning on the premises.
- 3 The client(s) understand that Caswell Sculpture Garden is not responsible for any incidents related to the use of a motor vehicle to or from our facility. The client(s) understand that Caswell Sculpture Garden is not responsible for any thefts before, during, or after the event.
- 4 Client(s) agree to indemnify, defend and hold harmless Caswell Sculpture Garden and its owners, partners, employees and vendors for, from and against any liabilities, costs, penalties, expenses, claims, suits, demands, actions or other proceedings arising out of and/or resulting from the event rental agreement and use of premises, including but not limited to any indirect, incidental, consequential, special, emotional or exemplary damages.
- 5 The client(s) understand that Caswell Sculpture Garden is not liable for any inconveniences that may occur over which it has no control. This includes (but is not limited to) power outages, adverse weather conditions, mandatory evacuation, construction, city of Troutdale events, parking beyond venue capacity, mechanical failure (i.e. overloaded power circuits, air conditioner, heater, television, lights, audio equipment). No refunds or compensation will be given to the client(s) or vendors.

Any changes to this contract must be in writing and signed by both parties. This contract incorporates the entire understanding of the parties. I have read the above contract and agree to the terms as stated.

Client Name	Signature	Date
Client Name	Signature	Date
Caswell Sculpture Garden	Signature	Date

Please make checks payable to Caswell Sculpture Garden and add your wedding date in the memo portion of the check.

Please mail payments to our main location: The Troutdale House 411 E. Historic Columbia River Highway, Troutdale OR, 97060