

This contract is issued onby and between North Fork Farm Events, LLC (hereafterreferred to as "NFFE" or" North Fork Farm") andhereafter referred toas "We/I" "Client" or "Clients") and is made effective upon signing of all parties. The Clients have chosento hold an event at NFFE and therefore agree as follows herein.

#### AGREEMENT

A signed agreement, a non-refundable (pursuant to refund chart below) and non-transferable first payment of 50% of the Total Contracted Rate (determined in Section 20, below), and a refundable \$750.00 security deposit hold are required to reserve the event date.

Wedding Date		Guest Count 1 -	
Property Opens:	Clean up begins:		Property Closes:
Rehearsal Date:	Rehearsal Timeframe:		

Bride/Groom:	Phone #:
Bride/Groom:	Phone #:
Day of point of contact:	Phone #:
Emergency contact:	Phone #:

**1. Certification/Authority to Enter Agreement:** The undersigned hereby certifies that the information herein is correct. The undersigned states that I/We have the authority to enter into this agreement for the applicant, entity, or organization; agree that the applicant, entity, or organization will observe all applicable rules and regulations listed in this agreement while using any and all facilities on the North Fork Farm site; and will exercise care in the use of the aforementioned North Fork Farm premises and property.

**2. Payment Terms:** A 50% booking fee (applied towards the Total Contracted Rate, is non-refundable) must accompany this agreement before any date can be confirmed. The remaining balance of the Total Contracted Rate is due 60 days prior to the scheduled event. The \$750 cleaning/damage deposit will be held for up to (21) days after event. Failure to complete payment owing will result in forfeiture of reserved date and incur the Cancellation Fee as described below. The cleaning/ damage deposit will be refunded within 3 weeks of the rental event provided no damage has occurred.

#### **3. Event Date Changes/Transfer**

- 1. Date change requests are transferable to an alternate date for thirty days after contract signing in the sole discretion of the Event Manager.
- 2. After 30 days, all reservation date change requests are subject to our Cancellation Policy. Date change requests must be made in writing or via email to Event Manager and a response in writing must be received by the Client acknowledging and confirming the requested change.
- 3. Upon receipt of written date change request, Client will be given two weeks to confirm in writing the new date selection. If a new date is not confirmed within these two weeks, the event will be canceled, and the Cancellation fee will apply.
- 4. Written confirmation signed by Client and event manager will act as an addendum to the original contract.

#### 4. Client Cancellation Policy

- 1. An effective Cancellation must be made in writing to event manager and a response in writing must be received by the Client acknowledging and confirming the cancellation.
- 2. If Cancellation of the event occurs, the portion of Client's Total Contracted Rate due and payable to North Fork Farm as a Cancellation fee shall be calculated as follows:

Cancellation Date:	Percentage of Total Contracted Rate:	
Cancellation confirmed with more	50% owed of Total Contracted Rate	
than 120 days prior to event		
Cancellation confirmed with less	100% owed of Total Contracted Rate	
than 120 days prior to event		

- 3. Any amounts due and payable to North Fork Farm pursuant to this Client Cancellation Policy shall be paid first from the 50% non-refundable, non-transferable, first payment made by Clients and any additional amounts due shall be promptly paid by Clients upon receipt of invoice from North Fork Farm.
- 4. Any form of refund is refunded only to the "issuing party." Refunds cannot be transferred, sold, auctioned or gifted to any other person.
- 5. North Fork Farm is not responsible for reimbursement of items purchased by Clients in association with the scheduled event such as new insurance, vendor or service charges, equipment rental charges, permits or licensing, etc.

## 5. Insurance

- Client shall purchase and maintain from their own insurance (homeowners insurance rider) or from online provider. Special Event Liability insurance coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate, on a combined single limit basis.
- Coverage to include but not be limited to: premises and operations, products/completed operations, personal injury, blanket, contractual, liquor liability with minimum limits of \$1,000,000. North Fork Farm, its agents and assigns and affiliated companies shall be included as an additional insured on a primary non-contributory basis.
- 3. Coverage must also include CG0001 General Liability coverage.
- 4. A certificate of insurance evidencing all such insurance coverage shall be provided to Event Manager including actual additional insured endorsement evidencing such coverage two months prior to the scheduled event. The certificate of insurance will indicate that Client has made owner an "additional insured" on Client's policy with respect to the use by the Client of North Fork Farm.

## 6. Rehearsal Information

- 1. Rehearsals will vary depending on the day of your event rental. If you rent the facility for a Friday, your rehearsal will be for one hour on Wednesday or Thursday, the week of your event between.
- 2. If you rent the facility for a Saturday or Sunday, your rehearsal will be for one hour on a Wednesday or Thursday, the week of your event between the times of 2-9pm, you will be assigned your time. If you need longer than one hour for your rehearsal, additional hours can be purchased. Unless you have chosen option 2 package then you will have facility for 4 hours on a Friday.

## 7. Rental Equipment and Storage Information

- 1. Pre and post storage at the facility is not available unless you rented a room, or selected the option 2 package.
- 2. Clients are responsible for all rental items brought into the facility or its grounds for the duration of the rental item's stay.
- 3. All items brought into the facility must exit the facility at the close of your contracted rental period, unless otherwise agreed upon.
- 4. All items brought in for your rental event must be marked for identification purposes to ensure return. All rental equipment must arrive at the beginning of your rental set-up and exit the facility at the end of your rental period.
- 5. Tent rentals must be approved by NFF. We have a list of requirements for tent rentals. Any damages that the tent creates is on the person renting the venue. You will be charged for damages. Tents are only approved May-October. Absolutely no tent setup during a wind advisory.

#### 8. Expectations of Client or Client Agents

- 1. Coordinate, deliver, and unload event materials and supplies.
- 2. Decorate the facility beyond what our event manager is providing.
- 3. Set up all rental equipment brought in that is not provided by our event manager.
- 4. Coordinate event activities and vendor activity.
- 5. Monitoring guest and vendor activity.
- 6. Move, rearrange, and remove any rental equipment you or vendors bring that is not provided by our event manager.
- 7. Take down event specific decorations indoor and outdoor at conclusion of the event.
- 8. Tear down rental equipment per rental agreement.

- 9. If any decorations are used, they shall not be installed with nails, tacks or any other meansthat will leave holes or other damage.
- 10. No tape must be used on the floor. If you do use tape and it scratches the floor, it will be taken out of your deposit.

## 9. Catering & Alcohol/Tobacco

- 1. All food and beverage must be brought in and managed by a licensed caterer. Caterers are responsible for bussing all tables during and after the event, as well as removing all trash from the venue unless stated otherwise in written agreement signed by all parties. The only exception is you providing snacks for your bridal party while getting ready.
- 2. Your caterer shall not serve liquor to anyone under 21 years of age (and shall check ID), to individuals who appear intoxicated, or to individuals identified by others as appearing intoxicated.
- 3. Alcohol is allowed at North Fork Farm property with appropriate permits and licensing to be obtained by your preferred caterer or MAST bartender or if you are serving beer and wine only, the client shall take full responsibility for all guests drinking and have the contact person in charge of overseeing this. All liquor will be served by a licensed Class 12 Bartender. No self-service of hard alcohol is allowed. Use of privately provided liquor (including flasks) is not allowed. Bar service must end no later than 30 min prior to teardown time (1 ½ hours prior to your rental period ending). Last hour of rental is for clean up purposes.
- 4. If any problems with alcohol arise at an event and are not quickly resolved, our event manager may shut down the event.
- 5. If our event manager is forced to shut down your event due to non-compliance, your deposit and venue fee will be forfeited. The sheriff or other appropriate law enforcement authority will be called to handle any illegal activity.
- 6. NFFE reserves the right to deny any catering company. It is the responsibility of the Clients to request approval of a catering company prior.
- 7. Smoking is permitted in designated areas only.
- 8. The dispensing and consumption of alcoholic beverages at NFFE is subject to the rules established by the King County Office of Washington State Liquor Control Board and North Fork Farm.
- 9. People under the age of 21 will not be allowed to consume alcohol at NFFE. If persons under 21 are observed consuming alcohol, the King County Sherriff or other appropriate law enforcement authority will be summoned to handle the situation according to state law, and the event will immediately end.
- 10. A Washington State Banquet Permit is required for all events at NFFE. Failure to provide permit will result in no alcohol allowed onsite, either by the catering company or Clients. You canapply for the Banquet Permit on the WA State Liquor and Cannabis Board's website.
- 11. If alcohol rules are broken, \$300 will be deducted from the security deposit. If there is a second alcohol infraction alcohol will stop being served and the bar will be closed. The entire security deposit of \$750 will be forfeited.
- 12. NFFE reserves the right, in its exclusive discretion, to expel anyone who, in its judgement, is intoxicated or is under the influence of alcohol or drugs, or who shall in any manner commitor participate in any act jeopardizing the rights or insurability of NFFE or the safety of its staff, guests, buildings or grounds.
- 13. Kitchen add on must be added for any outside caterers that want to use our kitchen for more than prep only. Prep only includes: oven for warming use, fridge, freezer, ice machine, keg fridge, wine cooler, sinks, counters, coffee machine, bar use.
- 14. Any use of kitchen utensils, pots, pans, bowls, stove appliances, cups, plates, ETC is included in

full kitchen and may not be used in prep only. If anything listed above is used without discussed in prep only, you will be charged full kitchen use.

15. Only one round of shots is aloud. No open bar of shots.

## 10. Set-Up & Take-Down

- 1. Any items the Client brings, rents or has delivered are Client's responsibility to take down and remove.
- 2. The Client agrees to defend and indemnify North Fork Farm for any loss, theft or damage of any and all items brought in or on the North Fork Farm property.
- 3. The pavement and gravel paths along the property and building are for pedestrians only. No cars are allowed in the grass in front or walkways. You are responsible for telling your vendors. If any cars do drive in the grass or paved paths, you will forfeit the \$750 damage deposit.
- 4. A contact person will need to be provided to checkout and sign off with an NFFE manager. Noncompliance of checkout requirements may result in a fee deducted from the security deposit.
- 5. Events must end at contracted time.
- 6. All vendors and guests must be off property by contracted end time.
- 7. If any damage or theft occurs, Clients will be responsible for the entire replacement amount, even if it exceeds the Security deposit. Any furniture moved in the building will result in an automatic \$250 deduction from the deposit.
- 8. The onsite manager is not responsible for decorating, prepping, music, ETC that has to do with you event. They are there to answer questions and make sure the rules are being followed.
- 9. Stakes in grass are not aloud. You may use bricks or some other tie down.

#### **11. Supervision of Children**

- 1. The Client always agrees to supervise all children while on the grounds.
- 2. The Client also agrees to defend and indemnify North Fork Farm against any and all claims, liability, damages, etc., arising from or related to any injury to or action of unsupervised children.
- 3. Please do not let children climb on landscaping.
- 4. Children are not allowed in guest suites alone.
- 5. Children are not allowed to climb on outdoor silo bar tops.
- 6. Children are not allowed to jump on furniture.

#### 12. Clean Up & Waste Disposal

- 1. Client agrees to be charged \$100/hour to excessive cleaning any building used due to abuse, negligence and/or misuse.
- 2. All garbage must be placed in dumpster. Onsite manager will be checking the bathrooms and emptying garbage as needed.
- 3. Please do a walk through as you arrive to venue to make sure everything is up to your standards for cleaning. If something needs to be done, please inform the onsite manager. If nothing is said in the first hour of arrival, we will assume everything is up to your standards.
- 4. You are in charge on emptying the garbage's, we HIGHLY recommend hiring a full service staff.

## 13. Parking

- 1. Vehicles are not allowed on walkways.
- 2. Front parking lot is for vendors and handicap.
- 3. Lot past venue on right is for guests. We highly encourage guests to enter through gate in field.
- 4. Loading and unloading only allowed in the back of building.
- 5. Client will be charged for any oil spills and/or damaged landscaping caused by vehicles not in designated areas.
- 6. Vehicles may be left overnight if the driver cannot drive that night. They must be parked on the outside of the gate in the overflow parking lot. Vehicles must be picked up and removed from property by 10am the following day.

**14. Event Hours:** The facility is available at the beginning of your rental period for setup. No deliveries can begin before your rental period starts and all rental items, decor, etc. must be removed by the end of your rental period (unless otherwise stated). North Fork Farm will begin setting up your tables and chairs (if applicable) during the beginning of your rental period and start taking down 1 hour prior to your rental period ending. All music must be turned off by 9pm. We cannot extend the time for music due to the noise ordinance and respect for our neighbors. The facility must be cleaned up and vacated by Clients, guests and vendors by 10pm. Additional hours may be purchased; see price sheet for details.

## 15. Decorations

- 1. Any additional decorations to the facilities or grounds must be approved by the event manager at least one month prior to the event.
- 2. All decorations must be removed at the conclusion of the event.
- 3. Candles, flames, fireworks:
  - 3.1. Due to local fire codes and the flammable nature of the grounds, all candles must meet Int'l Fire Code 308.3.7.

3.2. Section 308.3.7 Group A occupancies. Open flame devices shall not be used in a group A occupancy.

3.3. Open flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants:

- 3.3.1 Where necessary for ceremonial or religious purposes in accordance with section 308.3.5.1.2
- 3.3.2 On tables are securely supported on substantial non-combustible bases and the candle flames are protected.

3.4. Heat producing equipment must comply with chapter 6 of the International Mechanical Code.

3.5. Gas lights are allowed to be used provided adequate precautions satisfactory to the fire code official are taken to prevent ignition of combustible materials.

3.6. Where approved by the fire code official (see also 308.3.1.2.).

3.7. No open flame candles (candle operas)

- 4. Rice, glitter, confetti, synthetic flower petals and birdseed are not allowed. Sparklers are not aloud during May-October. Flower petals may be approved in certain areas. Appropriate clean-up is required.
- 5. Nothing may be nailed, tackled, stapled, taped or otherwise attached to the property unless prior arrangements have been made. No masking tape, duct tape, electrical tape or double stick tape is allowed. If tape is placed on floor and floor is damaged, this will come out of your deposit.
- 6. All floral and décor items must be removed from the property by the end of contracted time. Items may not be disposed of in NFFE garbage bins. Failure to remove floral and décor items will

result in forfeiture of entire security deposit.

## 16. Cleaning/Damage Security Deposit

- 1. A deposit in the amount of \$750 must accompany all final payment 60 days prior to your event. This deposit is refundable within 3 weeks after your event and upon a facility inspection after the event.
- 2. If excess cleaning, damage or theft occurs to the property, grounds, buildings, Vehicles, fixtures, equipment, Landscaping, Furniture, Etc., during your event you will be responsible for any necessary costs, repairs or replacements. This includes any damage caused by the Client, guests, agents, or anyone with whom the Client contracts in conjunction with this event.
- 3. The deposit will be forfeited to North Fork Farm for payment of those damages. If damages exceed the amount of the deposit, North Fork Farm will hold the Client responsible for additional amount owing to restore the premises to the same or similar condition.
- 4. If excessive cleaning is required, you will be charged \$100 per hour for cleaning.
- 5. Everything must be cleared out of venue at the end of your contracted time. If discussed about a Monday pickup for rentals, everything must be moved to the storage barn.

# **17. Agreement Termination**

 North Fork Farm reserves the right to terminate your agreement in the event of an emergency, physical damage to the property, or other occurrence that in the sole discretion of North Fork Farm renders the property unsuitable or unsafe for use. This right is reserved at any time up to and including during the date of the event. Such occurrences may include but are not limited to the following:

1.1. Floods, storms, explosions, fires, labor troubles, strikes, acts of God, insurrection, riots, acts of public enemy, or federal, state or local law, order, rule or regulation.

1.2. Power failure or other malfunction beyond the control of North Fork Farm which lend the property unfit for use. If either party is prevented from complying with any condition of this agreement, or from complying with any express or implied covenant in the agreement as a result of the foregoing, then while so prevented the condition shall be suspended and the party shall be relieved of the obligation of complying with such covenant and shall not be liable for damages for failure to comply with it.

2. In the event that your reservation and this agreement are terminated pursuant to this provision, North Fork Farm shall not be held responsible for any direct, indirect, incidental or consequential damages resulting from such termination including without limitation, any fees, costs or expenses incurred by the Client with service providers, or equipment rentals, or any third-party contracts. All rental fees, and deposits will be returned in the event of such termination.

**18. Indemnification:** The event sponsor/Client shall defend, indemnify, and hold North Fork Farm and its employees, managers, members, agents, contractors, and all those acting for or on behalf of North Fork Farm, harmless against all claims, liabilities, damages, costs, fees and expenses, including without limitation attorneys' fees ("Claims") arising from or related to personal injury, bodily injury, emotional injury, property damage or other damage Claims of any kind arising directly or indirectly from any act or omission of North Fork Farm, its employees, agents, licensees, servants, guests, invitees, or visitors in, on, or around North Fork Farm property. Client's obligation to indemnify, defend and hold harmless North Fork Farm shall not be eliminated or reduced by any actual or alleged concurrent negligence of North Fork Farm.

#### 19. Music/Sound

- 1. 1. No amplified music can be played on the patio.
- 2. Acoustic music outdoors must be off by 8pm to respect the neighbors.
- 3. Sometimes our tech equipment does malfunction. We recommend bringing in your own DJ for this reason. We will not be responsible if you choose to use our tech equipment if there are issues.
- 4. No live bands outside unless discussed and approved.
- 5. Music must follow the King County Noise Ordinance law and throughout your event the onsite manager will be checking that we are in the legal decibels. If the music is too loud, you will be asked to turn it down until it meets the noise ordinance decibel level.
- 6. DJ's must be from approved list only. If none of those DJ's are available for your date, NFF must approve your DJ and they must sign our contract.
- 7. DJ's must follow our rules. They will get two noise warnings and if they do not follow the rules, music will be shut off by the third warning.
- 8. DJ's must respect our staff members, if they are rude, name call or disrespect staff, they will be removed from the premises immediately.
- 9. Decibel level MUST stay under 45 dB(A) at property line.
- 10. Speakers may only be outside for ceremony only, must return inside after ceremony. Speakers must not be turned up overly loud for ceremony. Only the guests need to hear, not the entire neighborhood.
- 11. When you are MCing, please be mindful how close your mouth is to the microphone because it is always louder than when people are giving speeches.
- 12. Speakers must always stay 2 feet inside garage doors.
- 13. If we ask to turn it down because of the noise level, DO NOT turn it back up.
- 14. If you want louder music for dancing, all doors and windows must be shut.
- 15. Please do not encourage guests to scream and shout.
- 16. Please understand we backup to a neighborhood, we want to fully respect our neighbors.

#### **20.** Miscellaneous Provisions

- 1. Client agrees it will not use the premises for any unlawful purposes, and will obey all laws, rules and regulations of all government authorities while using the facilities.
- 2. Client agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- 3. Client agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which Client will use, including entrances and exits.
- 4. Client agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only in a safe condition.
- 5. Client agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of NFFE.
- 6. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relations to the subject manner.
- 7. No smoking on the property of North Fork Farms unless in a designated area.
- 8. We/I authorize NFFE to use photos from my event in marketing material. Clients further acknowledge that cooperation is voluntary and that he/she, guests, vendors, etc. will not receive financial compensation of any type associated with the taking or publication of these photographs or aid in marketing materials or other publications. Clients acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever.
- 9. This agreement shall be construed and interpreted pursuant to Washington state law.
- 10. No one may be allowed to go into room next to kitchen without staff member.
- 11. Vendors must respect our staff members, if they are rude, name call or disrespect staff, they will be removed from the premises immediately.
- 12.
- 2. The below services (but not limited to just to these), WILL NOT be provided by the Event manager.
  - 2.1 Planning or coordination services
  - 2.2 Placing or relocating décor or rental items
  - 2.3 Managing rehearsal or wedding day timeline
  - 2.4 DJ/Music services
  - 2.5 Cleanup

3. The North Fork Farm Manager is NOT a wedding planner or day of coordinator. An Event manager will remain on-site for the entirety of the event for venue related questions. If you are working with an outside planner/coordinator, North Fork Farm requires the contact information of the planner. Please send information to <u>cheyenne@northforkfarmevents.com</u>.

## 20. Determination of Total Contracted Rate

1. For a venue rate of \$\_\_\_\_\_\_, North Fork Farm will provide the following:

- 1.1 (\_\_\_\_\_) hours of exclusive venue access time for decorating, wedding events, and cleanup/removal of items. The final hour of contracted timeframe is for cleanup purposes.
- 1.2 (\_\_\_\_\_) hour(s) rehearsal on-site.
- 1.3 Full building access
- 1.4 Bridal & groom suite day use
- 1.5 Up to 200 White folding chairs
- 1.6 Up to 25 60" round reception guest tables for final guest count
- 1.7 NFFE table inventory
- 1.8 Venue Facilities
- 1.9

2. Clients have opted to add the following package options to this agreement. Discounts do not apply to packages. Package options are non-refundable and non-transferable. (Please check selected options)

Option 1 package – Saturday

Option 2 package – Saturday

- Three (3) additional hours on wedding day
- Three (3) additional hours on rehearsal date for a total of four (4) hours to be used for rehearsal and dinner location on the patio.
- Tables and chairs for 45 guests during rehearsal dinner
- Friday overnight storage and early wedding setup
- Both guest suites reserved for Friday overnight use
- Photobooth
- \_\_\_\_\_ Option 3 package Friday
- \_\_\_\_\_ Option 4 package Friday
- \_\_\_\_\_ Option 5 package Monday-Thursday
- \_\_\_\_\_ Option 6 package Elopement
- \_\_\_\_\_ Full Kitchen
- \_\_\_\_\_ Table and chair setup and takedown
- \_\_\_\_\_ Photobooth
- \_\_\_\_\_

Total Contracted Rate:	\$
Package Options:	\$
Damage Deposit:	\$750
Venue Rate:	\$

#### 22. Signatures

By signing below, each party warrants and represents to the other that they have full power and authority to enter into and perform this contract; that the execution and delivery of this contract has been authorized by all necessary action; and that this contract constitutes a legal, valid and binding obligation of the parties. We/I understand that changes to the above terms will require a written agreement signed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

BRIDE/GROOM

NORTH FORK FARM EVENTS, LLC

Printed Name:\_\_\_\_\_

By: \_\_\_\_\_, Its: \_\_\_\_\_

BRIDE/GROOM

Printed Name:\_\_\_\_\_

# CREDIT CARD AUTHORIZATION (Required) THIS IS NOT FOR PAYMENT. THIS IS ONLY FOR BACKUP PURPOSES! INVOICE WILL BE COMING FROM PLANNINGPOD.

North Fork Farms requires a credit card be kept on file for the duration of the contracted terms. This card cannot be a debit/check card. The card provided must not expire prior to the contracted date on page one. By signing, you give NFFE permission to charge the credit card on file for any damages. For payment, you will be sent an invoice from Planning Pod, this form is NOT FOR PAYMENT. This card will be kept on file and will remain in effect until 3 weeks after the contracted event date. A new form must be submitted if any of the information on the credit card changes or is no longer valid. Furthermore, Client must also submit a written notification to NFFE if the credit card is cancelled, lost or stolen.

I authorize North Fork Farm Events, LLC to charge the credit card ending in #\_\_\_\_\_as indicated on the authorization form and according to the terms outlined for any damages described in agreement for the amounts indicated. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in the contract.

Cardholder signature:		Date:		
Printed Name:				
Billing Address:				
<u>City:</u>	<u>State</u>	Zip		
Email of cardholder:				
Card Type:				
Card Number:				
Expiration:				
Security Code:				