

Nisqually Winds Mountain House Site Rental Agreement

NisquallyWindsMountainHouse@msn.com

Phone: 253-606-8361 / 360-569-0518
Mail: PO Box 147, Ashford, WA 98304
Address: 147 Spirit Wind Ln. Ashford, WA 98304

Nisqually Winds Mountain House Site Rental Package

Exclusive private use of the Nisqually Winds Mountain House grounds includes:

- * Covered outdoor area: The Pavilion
- * Terraced ceremony area
- * Landscaped grounds
- * Use of the Mountain House's guest facility: 'Home Sweet Home Cabin.'
This is for the bridal party to ready themselves the day of the event
- * The 'Home Sweet Home' guest facility is available for overnight lodging for an additional fee.
- * Prep / storage in out-building on the facility.
- * Wedding rehearsal and set-up time the day before the ceremony date (time to be prescheduled).
- * Visits for family, photographer, caterer, and other vendors for planning.
*****These visits must be coordinated with the venue owner prior to visits.*****
- * Chairs and tables for up to 150 guests.
- * Lights on outdoor timber posts and inside the covered area.
- * Restrooms
- * On-site parking
- * One-of-a-kind photograph opportunities throughout the Nisqually Winds Mountain House property, including access to the river.

GUEST RESPONSIBILITIES:

Food and Alcohol

- Guests must arrange and coordinate food and beverage options.
- Alcohol must be served by a designated person who is responsible for managing consumption.

Banquet Permit

- Must be obtained through Washington State Dept. Of Licensing. liq.wa.gov
- **Banquet permit must be dated for the days you will be serving liquor.**
- *Banquet permit must be presented with last payment 90 days prior to the event.*

Music

- Arrangement for music and PA system for the ceremony and reception.
- Both live and recorded music are permitted. The volume must be maintained at a level deemed acceptable by Nisqually Winds Mountain House.
- Loud outdoor amplified music must be over by 11:00 p.m. Acoustic music at a lower volume can continue until 1:00 a.m. or longer with the approval of the venue.

Smoking

- Smoking is not permitted in any buildings or on the premises. Guests must smoke inside their vehicles, off-site, or at a prearranged designated smoking area agreed upon prior to the event. You must work with Nisqually Winds Mountain House if an exception is needed. **Any clean up related to smoking on premises will be deducted from the damage deposit @ minimum of \$100.00.**

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Pavilion propane fueled fireplace

- Under no circumstance is this to be used as a heat source. It is for ambiance only. If client wants the fire table lit, staff of Nisqually Winds will light it. Because the fire table operates on propane, guest must not throw trash, paper or any other object into the fire. An extra cleaning fee will be applied if this occurs.

The House and Venue

- The main house is a private residence and the venue is private property. Guests are not allowed in the house, on the decks, etc., without management approval and escort. The house is off-limits unless prior arrangements have been made.

Decorating and flowers

- The pavilion and grounds have lights on timber rafters and accent lights throughout the grounds.
- Under no circumstances can you pick foliage or flowers on the premise without express permission from Deborah Cooper.
- You can add additional floral arrangement and décor as you wish.
- Please respect and help us preserve Nisqually Winds Mountain House grounds, structures and gardens. You can not nail or staple to the timber-frame pavilion, home, arbors, or any other out building or trees.
- **Please consult with management prior to nailing or stapling. If allowed to nail or staple, you must not only remove the decorations, but the nails, tacks, staples, etc. you used to hang the decorations once the event is over.** Please provide decoration plan to Nisqually Winds Mountain House prior to the event to determine materials and tools best to use.
- *For weddings it is requested that wild birdseed, wheat, lavender florets, real flower petals, or bubbles be used to throw in lieu of rice, confetti, glitter, streamers or faux flower (silk) petals. **Rice, confetti, glitter, streamers or faux flower petals are not allowed! If used you will forfeit all of your deposit.***
- **Sparklers are not permitted during burn bans.** During non burn ban times, sparklers can only be used on rock and concrete areas and must be placed in buckets with water.

General clean-up

- You are responsible for disposing of trash in designated garbage containers, and taking all trash at the end of your event with a designated person. **If trash is left behind, we will remove your bagged trash for an additional \$200, which will be deducted from your damage deposit.**
- You are responsible for cleaning, replacing tables and chairs back on the racks, removing decorations, all personal belongings, and boxes and containers used to transport items to our facility at the end of your event. **All items and trash are to be removed from the pavilion, terraced ceremony area, gardens, grounds, bathrooms, all outbuildings and guest house.**
- If needed, Nisqually Winds Mountain House will deduct the cost of excessive cleanup at the rate of \$100/hour from the damage deposit. This does not include trash removal from event. Trash removal is a flat fee of \$200.

Conduct of event participants and guests

- Nisqually Winds Mountain House reserves the right to have unruly guests removed from the premises at host's discretion.
- Nisqually Winds Mountain House has the right to end an event, at hosts discretion, if the event is out of control.
- The cabin is reserved for only the wedding party the day of the wedding. It is not to be used during the reception as part of the reception party.
- Children under the age of 16 must be under the supervision of adults at all times. No children under 16 are allowed anywhere on the property without a supervising adult.

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- **No persons** are allowed in the main house or on the decks of the mountain house unless permission by owner has been granted. (i.e. Photographer)
- Absolutely no children are allowed at the river or anywhere on the premise without an accompanying adult. Children are considered under 16 years of age.
- **Please keep ALL guests including children and pets out of stream and gardens.** Any damage incurred to stream or gardens will be fully charged to you as well as forfeiting all of your deposit.
- Physical violence of any kind will not be permitted.
- Absolutely no discharging of firearms on property.
- Absolutely no fires outside of provided fire pit. No fires of any kind during burn ban.

RATES & DEPOSITS OF WEDDINGS AND EVENTS

A non-refundable deposit with signed contract is required at the time of booking to secure your date.

All Day Rental: \$5,400.00

- A **non-refundable** deposit of \$1,800, along with the signed contract, will secure your date.
- A 2nd installment of \$1800.00 is due 180 days / 6 months prior to event.
- A 3rd installment of \$1800.00, **PLUS** a \$500 refundable damage / cleaning deposit is due 90 days / 3 months prior to event. *Proof of liability insurance and your banquet permit must also be submitted with the 3rd installment.*

Additional time allotment and event pricing is available depending on your wedding/event needs. Please discuss with your host what you want to confirm your pricing.

Cancellation/Termination

- In the event of cancellation or termination, the original deposit will not be refunded under ANY circumstances. This includes circumstances that are within or without human control.
- If the event is cancelled or terminated within 180 days or fewer days prior to the event, there will be no refund of any payments made to Nisqually Winds of any kind.
- Events cancelled 181-245 days prior to event, forfeit non refundable deposit along with the 2nd payment of \$1800.00 total. If third installment was paid, client is entitled to 3rd installment of \$1,800.00.
- Event cancelled 246 days (that is not a rescheduled event), will be refunded all but the initial \$1,800 Non refundable deposit.

Rescheduling

- If rescheduling one year, (365 days) or less, prior to your event date, your original deposit will not be refunded or applied to your newly scheduled event date. An amended contract must be signed, and a new deposit of \$1,800 must be paid to secure your rescheduled date. Any previously paid installments will transfer to the rescheduled date.
- If rescheduling one year or more prior to your event date, your original deposit will be applied to your newly scheduled event date.

Over Night Cabin Rental With Venue

- Cabin is gratuitously included in the rental for 1 night with venue rental. All stipulations below apply.
- The fees stated below are in addition to the first included night with venue.
 - \$350.00 for up to two people per night, after 1st night of gratuitous night.
 - \$50.00 per extra person per night, up to 6 people total, including children.
 - Cleaning fee is additional \$100.

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Over Night Cabin Rental Without Venue Rental

- **Peak season from May 1st - September 30th, as well as for all holidays.**

- If cabin is rented without venue, there is a 3-night minimum stay.

\$350 for up to two people

\$50 per extra person per night, up to 6 people total, including children.

Cleaning fee is additional \$100.

With a 6-night stay, your 7th night is free. If guest chooses not to use the 7th night free, there is no money or credit compensation for the 7th night.

Non-peak season from October 1st – April 30th, Holidays Excluded.

- 2-night minimum stays will be discounted to \$300 per night for two people.
- \$50 per extra person per night, up to 6 people total, including children.
- Cleaning fee is additional \$100.

With a 6-night stay, your 7th night is free. If guest chooses not to use the 7th night free, there is no money or credit compensation for the 7th night.

Payment of your first night's stay will secure your cabin reservation. This is also considered your deposit. Balance of stay is due one week prior to arrival.

- Cancellations 31 days or more prior to your stay will be refunded in full minus a handling fee of \$100.00. If your reservation is cancelled 30 days or less prior to your first night of stay, the deposit / first night stay will not be refunded. Cancellations after the balance is paid one week prior to your arrival are non-refundable.

LIABILITY INSURANCE

Guest renting venue and/or home assumes responsibilities for all liabilities, damages including but not limited to injuries to people, guest, buildings, objects, landscaping.

NISQUALLY WINDS/ DEBORAH COOPER is held totally and completely harmless from any and all liabilities and/or damages to "guest" and guest of guest.

Insurance required hereunder will have at minimum single limit liability of \$2 million and general aggregate liability of not less than \$2 million. Event Liability Insurance coverage can be obtained through personal or 3rd party insurance provider or a company such as www.wedsafe.com.

INSURANCE MUST PROVIDE AND MAINTAIN PUBLIC LIABILITY AND PERSONAL PROPERTY DAMAGE, LISTING "*Deborah A. Cooper, DBA Nisqually Winds Mountain House and Naturally Exposed LLC*" as "*Additional Insured.*" This protects You, Deborah A. Cooper, the venue, your guests and yourself from liability. Please make sure it also covers all contracted vendors against all bodily injury and property damage, personal injury, and other loss arising out of guest use and occupancy of the premises, including appurtenances to the premise's sidewalks and roadways.

Proof of insurance is due along with banquet permit and final payment 90 days prior to your event. Banquet Permit and Liability insurance is mandatory for your event!

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Guest Acceptance of Terms at Nisqually Winds Mountain House:

This agreement constitutes entire agreement between parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This agreement is made effective as of _____ by and between Nisqually Winds Mountain House, Deborah A. Cooper and

Guest _____, (AKA- "Bride")

Guest _____, (AKA- "Groom")

Guest _____, (Entity, Person, Business)

By signing this contract, Guest(s) accepts the terms defined in this agreement.

Event Name: _____

Rental Date: _____

Estimated Number of People: _____

Rental Rate: _____

Estimated Ceremony Time: _____

Guest signature: _____ Date Signed: _____

Phone: _____

Address: _____

City, ST, Zip: _____

Email: _____

Guest signature: _____ Date Signed: _____

Phone: _____

Address: _____

City, ST, Zip: _____

Email: _____

Promotional Approval:

____ Yes – Nisqually Winds Mountain House has my permission to use pictures taken during my event in marketing materials or website.

____ No – Nisqually Winds Mountain House does not have permission to use pictures from my event in marketing materials or website.

Nisqually Winds Mountain House Representative:

Signature: _____ Date Signed: _____

Reservation is not confirmed without payment and signed contract.

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Type of Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ 3-digit Security Code: _____ Billing Zip _____

Name on Credit Card: _____

Signature: _____

DEFINITIONS:

The terms Guest, Guest(s), and Guests all refer to the specific Cardholder whose credit card(s) was/were utilized to secure reservations for the Nisqually Winds Mountain House Property(ies) from Nisqually Winds Mountain House as such, the Guest(s)/Cardholder(s) (as defined above) is/are individually and severally liable and otherwise directly responsible for the actions of all members of their party including, but not limited to, family members, associates, and invitees. All costs of accommodation including, but not limited to, loss, damage, and/or fines are considered to be the full and complete responsibility of the Guest(s)/Cardholder(s), regardless of whether or not the Guest(s)/Cardholder(s) was/were actually present at such time as the loss, damage, and/or fine(s) actually occurred.

The terms Property Owner, Principal and Host all refer to the person(s) or entity that holds an interest of ownership in the Nisqually Winds Mountain House property. Nisqually Winds Mountain House refers to the specific structure(s) and premises/real estate incorporated into the Nisqually Winds Mountain House rental program that is rented to the Guest(s)/Cardholder(s) including, but not expressly limited to all furnishings, appliances, and accompaniments.

SECURITY / DAMAGE DEPOSIT:

A \$500 Damage deposit is required to be paid in full with your final payment prior to the event.

The damage deposit may be held with a credit card on file that will not be run unless there are damages to the property or clean-up was not done. However, there will be a card inquiry to confirm the card is valid.

The damage deposit may also be paid on the same installment schedule as the venue payments. The damage deposit is fully refundable after your event if there is no damage and the Nisqually Winds Mountain House property is left in the same condition as it was prior to the event.

Guest(s)/Cardholder(s) is/are individually and severally liable and otherwise fully responsible for any and ALL Guest/Cardholder/Invitee caused damages incurred to the Nisqually Winds Mountain House Property(ies), including, but not limited to all adjacent structures and premises, throughout the entire duration of their stay of occupancy. This includes, but is not limited to, intentional and /or unintentional removal of Property Owners` (principal`s) personal property (belongings), willful and/or accidental damage to structure(s) and premises including, but not expressly limited to any and all fixtures, appliances and furnishings. Guests`/Cardholders` credit card(s) shall be charged at full cost of repair and/or current replacement, including labor and materials, removal and disposal, plus taxes and surcharges, as applicable.

All Guests/Cardholders are expected to examine the Nisqually Winds Mountain House Property(ies) structures and premises to the best of their reasonable ability UPON ARRIVAL and immediately report any and all damage(s) observed to Nisqually Winds Mountain House. In the event of damages reported upon Guest departure, and/or unreported damage(s), the Guest(s)/Cardholder(s) shall be charged at full cost of repair and materials, removal and disposal, plus taxes and surcharges as applicable.

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Nisqually Winds Mountain House, nor its property owners, shall not be held liable nor otherwise responsible in any way for the Guest(s)/Cardholder(s) and cardholder's guests' personal body, bodily harm and property that is damaged, lost or stolen, injured, maimed or death. Upon endorsing this Agreement, Guest(s)/Cardholder(s) and/or their invitees agree to forever hold harmless and indemnify Nisqually Winds Mountain House, and its property owners (principals) from any such liability/responsibility.

If personal property is found at Nisqually Winds Mountain House property, personal property will be, upon Guests'/Cardholders' request, returned. Personal property left behind by Guest(s)/Cardholder(s) will be charged with a handling fee of \$25.00, plus all applicable shipping costs. Nisqually Winds Mountain House can, at its option, hold property on behalf of the Guest(s)/invitee(s) for a period of up to 30 days, after which time all such property will be discarded or donated to local charity.

Nisqually Winds Mountain House will deduct the cost of the cleanup (at \$100/hour) and /or repairs from the damage deposit. You will be provided an itemized list of costs with the balance (if any) within 10 days of the event in the event there are damages. If damage deposit is held with credit card, your card will be charged within 10 days of the event due to damage and or clean-up.

In the event there is no damage, the damage deposit will be refunded immediately (the next business day) either to the Cardholder's credit card or by a check in the mail.

PRIVACY POLICY

Nisqually Winds Mountain House will not sell or share your personal information with any third party. If you have any questions about our policies, please contact us.

UNFORESEEN CIRCUMSTANCES:

Should events beyond the reasonable control of Nisqually Winds Mountain House, Deborah A. Cooper and/or Guest(s) occur, including and limited to (1) acts of God, (2) war, including armed conflict, (3) disease (i.e. SARS, Legionnaires, COVID-19), (4) government regulation or advisory (including travel advisory warnings), (5) civil disturbance in Ashford or counties surrounding Ashford, WA., (6) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (7) curtailment of transportation services or facilities which would materially affect attendees from attending the event, (8) disaster, fire, earthquakes, volcanic eruptions', floods, or lahars in the Ashford, WA area, (9) any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the event impracticable, impracticable to perform, illegal, or impossible to fully perform under this Agreement as the Parties originally contracted, the affected Party may terminate or reschedule this Agreement, without liability to complete contract, upon written notification. In the event of cancellation due to this clause, The initial deposit of Non-Refundable \$1800.00 and all payments made will be retained, with the right to reschedule at later date. If occurrences happen with more than 365 days prior to event, all payments made to Deborah Cooper with the exclusion of the \$1800.00 Non Refundable deposit fee will be completely refunded to Contract Signer(s) upon written request by contract signer(s). Notice under this provision may be given at any time in advance of the event provided that the notifying party has met the requirements of this provision. ALL CHANGES, CANCELLATIONS, TERMINATIONS MUST BE DONE IN WRITING.

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INCLEMENT WEATHER:

Inclement weather is excluded from Unforeseen Circumstances. Nisqually Winds Mountain House is at the base of Mt. Rainier; weather in the mountains can change rapidly and it is the guest(s)' responsibility to be prepared. There will be no refund due to inclement weather.

POWER OUTAGES/UTILITIES DISRUPTIONS:

Shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities in the Ashford area are excluded from Unforeseen Circumstances. There will be no refunds due to shortages, disruptions of utilities of any kind.

**We understand there are extenuating circumstances in life.
Every effort will be made to accommodate you.
I have read and agree to this contract entirely.**

By signing below, I agree to the terms of this contract in full, holding harmless Deborah A, Cooper, Nisqually Winds Mountain House and Naturally Exposed LLC.

_____ **Date** _____

_____ **Date** _____

I have read and agree to all conditions on this page. Initials: _____