



THE *Woods*
PAVILION
 AN OUTDOOR EVENT VENUE

323 West F Street Tehachapi, CA 93561

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SPECIAL EVENT VENUE CONTRACT

This Agreement is made effective as of _____, (DATE) by and between *THE WOODS PAVILION* and _____ (NAME OF CLIENT(S)).

The CLIENT(S) represent that they desire to hold a special event on _____ (DATE) at *THE WOODS PAVILION*, hereafter referred to as the VENUE. Therefore, the parties agree as follows:

1) VENUE RENTAL FEE(S):

____ (a) The CLIENT(S) or REPRESENTATIVE FOR THE CLIENT(S), agree to pay an initial non-refundable RESERVATION FEE of 25% of package price. This payment serves to hold the venue for the specified date of the event and is payable at the time of contract signature.

____ (b) The following are the agreed upon VENUE RENTAL FEES, which include the balance remaining for the fee for the event date of _____ (DATE).

____ (c) *Once the property has been inspected for damages and/or extensive cleaning following the special event, the deposit will be returned to the CLIENT(S), within two (2) weeks or ten (10) business days after the event has been held.

Package Choice:	3 Hours: \$360	5 Hours: \$600	8 Hours \$1200	12 Hours \$1800
Each Package includes Tables & Chairs for up to 100 Guests	\$100 Cleaning Deposit	\$150 Cleaning Deposit	\$450 Cleaning Deposit	\$450 Cleaning Deposit

Modifications: _____

PRICING

Package Price: _____
 Cleaning Deposit*: _____
 Other: _____
 Modification Adjustment: _____
 _____ Extra Guests @ \$10/Guest: _____
 Total Due: _____

PAYMENT PLAN

25% Reservation Fee: _____ Due: *At Booking*
 Cleaning Deposit*: _____ Due: *At Booking*
 2nd Package Payment: _____ Due: _____
 3rd Package Payment: _____ Due: _____
 Final Package Payment: _____ Due: _____

Payments may be via cash delivery, check or credit card
 (VISA, MasterCard, American Express, or Discover Card)

Please note: Personal checks are not accepted any later than ten (10) days before the event.

2) DATE CHANGES:

In the event the CLIENT(S) is forced to change the date of the event, every effort will be made by the VENUE to transfer reservations to support the new date. The CLIENT(S) agrees that in the event of a date change any expenses, including but not limited to deposits and fees that are non-refundable and non-transferable, are the sole responsibility of the CLIENT(S). The CLIENT(S) further understands that last minute changes can effect the quality of the event and the VENUE is not responsible for these compromises in quality. ____

3) CANCELLATIONS:

In the event of a cancellation of the special event, all payments made to date are refundable with the exceptions of the original **Reservation Fees** for the VENUE. Any additional payments accepted on behalf of the VENDORS in excess of the original **Reservation Fees**, will be refunded at the discretion of the VENDOR, if cancellation is a minimum of four (4) months prior to the event. All outstanding payments will be due immediately. ____

4) ACCOMODATIONS:

The CLIENT(S) agrees that should there exceed 100 people in attendance, it is required that CLIENT(S) must rent one portable toilet per additional 50 guests. Example: 1-100 guests = No additional rental. 101-150 guests = One portable toilet. 151-200 guests = Two portable toilets. ____

The CLIENT(S) agrees the that *THE BRIDE'S COTTAGE* provided by the VENUE for the event will require an addendum. ____

5) OUTDOOR LOCATION:

The CLIENT(S) understands that they and their invited guests will abide by the permit requirements while on the property of the VENUE. The VENUE is operated in accordance with the USDA policy which prohibits discrimination of any kind on the basis of race, color, sex, age, handicap, familial partners, religion, and or national origin. ____

6) ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. ____

7) AMENDMENTS:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties. ____

8) SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. _____

9) WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. _____

10) APPLICABLE LAW:

The Agreement shall be governed by the laws of the State of California. _____

11) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by the CLIENT(S), which includes ALL EVENT PLANNERS, WEDDING COORDINATORS and VENDORS who are involved in the planning and execution of a special event or wedding on the premises of the VENUE.

_____ 1) Barbecues / Grills

The use of gas, wood, or charcoal grills or fryers will be allowed only in the designated Barbecue Area.

_____ 2) Candles

Any use of candles must be approved by the facility. All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass.

_____ 3) Event Hours and Ending Times

All time frames for scheduled special events and weddings have included set-up and clean-up times within those slated hours. Rental times may be extended for an additional fee. All events must end by 9:00 p.m., Sunday through Thursday, to comply with City ordinances and to allow for clean-up and closure of the site by 10:00 p.m. Friday and Saturday ending times are 10:00 p.m., with closure by 11:00 p.m. All amplified sound must adhere to these time frames. The overtime fee is \$300 PER HOUR. Any time portion of an hour over the rental time constitutes one (1) hour. VENDORS may charge a separate overtime fee.

_____ 4) Decorations

Decorations may not be hung from the Pavilion trusses, light fixtures, landscaping, umbrellas, fountain, without prior written approval from the VENUE staff. All decorations must be removed, without leaving damage, directly following the departure of the last guest, unless special arrangements have been made between the CLIENT(S) and the VENUE.

NOTE: The only adhesive materials allowed on the walls/pillars/beams is Command Strips, drafting tape, or Elmer's Tack Removable Putty, which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape, double stick tape, packing tape, staples, thumb tacks, or nails are allowed. Nothing may be hung from the ceiling fans. Only non-abrasive strings or ties may be used to hang decorations from the cross beams. All other decorations must be freestanding.

____ **5) Insurance**

The CLIENT(S) shall maintain **Commercial General Liability Insurance**, including **Host Liquor Liability** if alcohol is to be served, in an amount not less than **\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage**. Such insurance shall name the Marshall E. Helm Corp., DBA *THE WOODS PAVILION* and its affiliates as additional insured, and a certificate of insurance with an endorsement must be provided ten (10) days prior to the event. (This insurance is separate from and in addition to insurance provided by the caterer, if one is contracted.)

____ **6) Liquor**

Alcohol may not be served to minors. At any time, if the catering staff, or the staff of *THE WOODS PAVILION* deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises.

____ **7) Amplified Music and Sound**

Music and Amplified Music is permitted within Pavilion and Staging areas only. All music and events must end by 10:00 p.m. Fridays and Saturday, and end by 9:00 p.m. on Sundays through Thursdays to comply with city ordinances. If a non-preferred DJ, band or other amplified music is being provided, a \$300 Sound Security Deposit is required. The City has established that the maximum decibel level at the property line be 70 decibels. The VENUE is not responsible for music licensing.

____ **8) Security**

If deemed necessary by the VENUE, a security guard may be required for certain events where alcohol is served. Cost of the service will be charged to the client.

____ **9) Smoking**

THE WOODS PAVILION is a **non-smoking venue**. This includes *THE BRIDE'S COTTAGE*, *THE COURTYARD*, *THE GARDEN SQUARE*, *THE PAVILION*, and surrounds, as well as the PARKING areas.

12) MISCELLANEOUS PROVISIONS:

____ (a) If your Special Event bill increases substantially, additional upfront fees may be required. This will be determined in future discussions with a VENUE director or Event Coordinator. An invoice for additional services, if required, will be presented and is due ten (10) days prior to the event.

____ (b) The CLIENT(S) understands that many of the decorations, furniture items, serving items, small wares, equipment items, props, potted and artificial plants are rented for the occasion or are the property of the VENUE, other contractors or vendors. Should any such item be missing, damaged, or converted by the CLIENT(S), its employees, agents or guests, then the CLIENT(S) agrees to pay the repair and/or replacement costs of such items.

____ (c) The use of birdseed and bubbles is permitted only outside of the entry arch for reception farewells. Rice, confetti, polyethylene terephthalate (Mylar) balloon releases, glitter and pyrotechnics are not permitted in the Pavilion or surrounds, including the parking area. Sparklers are not permitted.

13) PARTY(IES) PROVIDING SERVICES:

Vendors may include but not limited to: Caterers, Photographers, Musicians, Alcohol Service, Limousines

Event Coordinator: _____ Phone: _____

Caterer: _____ Phone: _____

Vendor: _____ Phone: _____

Vendor: _____ Phone: _____

Vendor: _____ Phone: _____

Vendor: _____ Phone: _____

Vendor: _____ Phone: _____

14) SIGNATURES

Party(ies) Receiving services:

CLIENT(S) or agent of couple financially responsible for all the above.

Name: _____ Phone: _____

Mailing Address: _____ Phone: _____

Signature: _____ Date: _____

Name: _____ Phone: _____

Mailing Address: _____ Phone: _____

Signature: _____ Date: _____

Name: _____ Phone: _____

Mailing Address: _____ Phone: _____

Signature: _____ Date: _____

THE WOODS PAVILION Representative

Signature: _____ Date: _____

