



Contract  
Dated

January 6

*The Settlers Creek  
Special Event Venue  
Property*

**2020**

*Special Event Services Offer*

*from*

*Eventricity USA, Inc.*

*to*

*XXXXXXXXXXXX*

**Special  
Event  
Contract-1**

For a Special Event Dated

XXX, XXXX, XXX

Referred to as

XXXXXXXXXXXX

Located at

5803 West Riverview Drive, Coeur d'Alene Idaho 83814

# Table of Contents

Page 2 of 14

<u>Content</u>	<u>Paragraph</u>	<u>Page</u>
1. COVER PAGE	-	Page 1
2. TABLE OF CONTENTS	-	Page 2
3. EVENT SCOPE DETAILS	Paragraph 1	Page 3
4. EVENT DEPOSITS, PAYMENTS & CANCELLATIONS	Paragraph 2	Page 4
5. GUARANTEED MINIMUM EVENT CONTRACT VALUE	Paragraph 3	Page 4
6. FINAL GUEST COUNT	Paragraph 4	Page 4
7. CONTRACT ESTIMATE BREAKDOWN, UNIT RATES, EVENT OPTION PRICING	Paragraph 5	Page 4
8. PAYMENT METHODS	Paragraph 6	Page 5
9. SALES TAX & SERVICE FEE:	Paragraph 7	Page 5
10. SITE FEE	Paragraph 8	Page 5
11. EVENT TIMELINE/HOURS OF OPERATION	Paragraph 9	Page 5
12. INCLEMENT WEATHER, PLAN 'B' AND WEATHER IMPACTS	Paragraph 10	Page 5
13. DAMAGE TO CLIENT'S or GUEST's PROPERTY	Paragraph 11	Page 6
14. SETTLERS CREEK RIGHT TO CONTROL & MANAGE EVENT	Paragraph 12	Page 6
15. CLIENT'S ASSUMPTION OF RISK	Paragraph 13	Page 7
16. BAR/BEVERAGES	Paragraph 15	Page 8
17. CATERING	Paragraph 16	Page 8
18. CLIENT FURNISHED DESSERTS, FOODS & DÉCOR	Paragraph 17	Page 9
19. CHILDREN	Paragraph 18	Page 9
20. CLIENT OWNED ANIMALS	Paragraph 19	Page 9
21. SOUND LEVELS	Paragraph 20	Page 9
22. CLIENT'S VENDORS	Paragraph 21	Page 9
23. PROHIBITED ACTIVITIES/ACTS	Paragraph 22	Page 9
24. SANITARY FACILITIES	Paragraph 23	Page 10
25. PARKING and TRANSPORTATION	Paragraph 24	Page 10
26. STANDARD EVENT EXCLUSIONS	Paragraph 26	Page 10
27. EVENT DETAILS (APPENDIX 'B')	Paragraph 27	Page 11
28. CHANGES TO SCOPE OF SERVICES	Paragraph 28	Page 11
29. EVENT PHOTOGRAPHY & VIDEOGRAPHY	Paragraph 29	Page 11
30. CLIENTS GIFTS & VALUABLES	Paragraph 30	Page 11
31. FORCE MAJEURE/TERMINATION	Paragraph 31	Page 12
32. SEVERABILITY	Paragraph 32	Page 12
33. VENUE BEHAVIOR	Paragraph 33	Page 13
34. CLIENT & GUEST DECORUM	Paragraph 34	Page 13
35. ACKNOWLEDGMENT, APPENDIXES & SIGNATURES	Paragraph 35	Page 14

# Settlers Creek Special Event Venue

## Contract Terms & Conditions

Page 3 of 14



### 1. EVENT SCOPE DETAILS:

1. Total Guests:	<input type="text"/>	2. Adult Count:	<input type="text"/>	3. Children Count:	<input type="text" value="N/A"/>
4. Cost PP Adult:	<input type="text"/>	5. Cost PP Children:	<input type="text" value="N/A"/>	6. Sub-Total Base Cost:	<input type="text"/>
7. Opt. Costs:	<input type="text"/>	8. Tax:	<input type="text" value="Included"/>	9. Gratuity:	<input type="text" value="Included"/>
10. Total Event Cost:	<input type="text"/>				
11. Attrition:	<input type="text"/>	12. Min Guest Count:	<input type="text"/>	13. 33% Deposit:	<input type="text"/>
14. Pmt.Type:	<input type="text"/>				
15:Pmt. Amount:	\$ <input type="text"/>	16: Pmt. Date:	<input type="text"/>		17: Replaces Prior Offer: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: <input type="text"/>

### SCOPE SUMMARY

(Included in Cost per Person)

18. Site Fee:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
19. Exclusive Property Use	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
20. On-site Planning/Coordination:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
21. Reception/Banquet:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
22. Catering: <input type="text" value="Menu to be coordinated/mutually agreed"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
23. Plated Salad Course:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
24. Plated Main Courses:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
25. Cocktail Hour:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
26. Alcohol (beer & wine):	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
27. Tableside Wine Service:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
28. Beverages:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
29. Dessert:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
30. Transportation:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
31. Activities:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
32. Entertainment:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
33. Specific Themed Décor:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
34. Event Photography:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
35. Event Videography	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
36. Centerpieces:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
37. Centerpiece Floral or similar:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
38. Table-Top Special Decor:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
39. Other Floral:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
40. Integrated Site Floral:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
41. VIP after Glow:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
42. Use Professional DJ Sound System:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
43. Use of Gazebo Sound System:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
44. SC Manage Sound System:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
45. SC Place/Set Client Furnishings:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
46. Access/Use of Private Ready Rooms:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
47. Gratuity Included:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
48. Taxes Included:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
49. Options Elected ("Other Costs")	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

### Event Details:

#### 1. "Agreed other costs/Options:"

- a. Coach Transportation:
- b. Cocktail Hour Live Music:
- c. XXX
- d. XXX
- e. XXX

#### 2. Other Details:

- a. Final entertainment artists to be confirmed based on confirmed artist availability. Any changes or alterations to the proposed entertainment to be collaborated with Client.

Note: Client may request additional items currently excluded on this page (marked as 'No' under 'Scope Summary' and "No, Yes or Unknown" under 'Client Furnished Items' as desired at a later time in accordance with paragraph 6.

### CLIENT FURNISHED ITEMS: (informational)

1. Event Planner:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
2. Photographer:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
3. Photobooth:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
4. Videographer:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
5. Florist/Floral:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
6. Centerpieces:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
7. Special Decor:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
8. Entertainment:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
9. Activities:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
10. Beverage(s):	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
11. Dessert:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>
12. Animals (of Any Kind):	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Unknown <input type="checkbox"/>

**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**



Page 4 of 14

**2. EVENT DEPOSITS, PAYMENTS & CANCELLATIONS:**

- a. Deposit and Payment Schedule:
  - i. Time of event booking: 25% of Contract Value.
  - ii. Time of event booking: 100% Custom Buy Items and or Facility Alterations (if any).
  - iii. 60 days prior to event date: 25% of the contract value, as amended. 50% to date.
  - iv. 30 days prior to event date: 25% of the contract value, as amended. 75% to date.
  - v. 14 days prior to the event date: 25% of the contract value, as amended. 100% to date.
- b. This agreement is not binding upon Settlers Creek until the initial deposit monies are received.
- c. Remaining balances, if any, which result from Client requested changes, changes to actual quantities, etc., is due two (2) weeks prior to the event.
- d. Payment of a deposit constitutes an acceptance of the negotiated terms and conditions of this agreement.
- e. The initial booking deposit is non-refundable.
- f. Subject to Paragraph 31 "Force Majeure" provisions, deposits and other payments made to or due to Settlers Creek based on the agreement, as amended, are considered earned and non-refundable for cancellations received after such payments are paid or due under this agreement.
- g. The pricing contained in this contract reflect Settlers Creek furnishing the event components as outlined in this agreement. Prices contained herein are subject to change should client delete or materially change the event hosting services contained within this agreement.

**3. GUARANTEED MINIMUM EVENT CONTRACT VALUE:**

- a. Settlers Creek has booked this event and entered into this agreement at the unit prices and total original contracted values.
- b. For the purposes of determining the minimum cost for guest count related items, the initial guest count for this event is set at **X** (refer to formal written offer).
- c. Client agrees that the maximum reduction in the guest count or total cost (whichever is the lesser) of this contract due to client requested reductions is set at **X% (refer to formal written offer)**.

**4. FINAL GUEST COUNT:**

- a. Final contract guest count within 5% or more of the original is due 30 Calendar Days prior to the event date, at which time the final contract cost relative to guest count will be fixed. Final guest count within 3% of the original is due 7 CD days before the event.
- b. There is no refund or reduction in site related fees (if enumerated) due to any decrease in final guest count.
- c. Reduction in the contracted guest count: For purposes of establishing the cost per person for guest count reduction, the deductive cost will be based on the quoted cost per person. If categorical costs are furnished, costs associated with catering, bar, beverages, guest table rentals (quoted rental costs include event wide rentals such as bar, buffet and other non-guest tables, linens etc.) associated taxes and gratuity any other guest specific costs which may have been quoted will be refunded or deducted. Event wide cost categories (costs common to the event which are not materially affected by guest count fluctuations) are not included in the contracted per person cost reduction.
- d. There is no refund for a decrease in guest count beyond the stated attrition rate or if made after the established final guest count deadline. Notification of guest count increase greater than 3% beyond the original is required 30 CD days prior to the event. Settlers Creek shall make every effort to accommodate such increase request.

**5. CONTRACT ESTIMATE BREAKDOWN, UNIT RATES, EVENT OPTION PRICING:**

- a. The site fee amount (if listed) is a fixed minimum value.
- b. The estimate breakdown (if furnished) is informational only. The total event amount and total cost per person amount is specifically agreed to by Client and Settlers Creek.
- c. Quoted cost per person is the agreed per person cost for any guest count additions or deletions made to the original contracted guest count as established.
- d. Unit rates (other than the established per person cost) contained within this contract (if provided) are fixed rates but are subject to change should additional guests or components be added after the original quote due to availability, cost escalation etc.
- e. "Typical Event Options" (Appendix 'G', if included in this agreement): Cost as published for elected option(s) at the time of contract signing apply. Those items not so elected and others are subject to cost change consistent with the published rate sheets at the time of additional option election. Event Options must be selected no later than 60 CD days in advance. Event options are subject to availability.

Client Initials\_\_\_\_\_

**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**  
Page 5 of 14



**6. PAYMENT METHODS:**

- a. All prices quoted are based upon cash or check payment.
- b. There is a 3% additional charge for PayPal or Square (if previously agreed as a payment method option).

**7. SALES TAX & SERVICE FEE:**

- a. Unless otherwise specifically included within the agreed cost, all site rental & catering fees for Idaho based events are subject to a 6% Idaho Sales Tax.
- b. Unless otherwise specifically included within the agreed cost, catering and service fees are subject to a maximum of 20% gratuity.

**8. SITE FEE:**

- a. Established site fee (if quoted separately) is a fixed minimum amount. The site fee component of the contracted cost per person shall apply to any increases in guest count.
- b. The site fee component (if quoted separately) of guest count increases (amendments) made to the originally contracted guest count and corresponding contract value will be refunded to the extent increased beyond the original fixed site fee amount.
- c. Site fee (if quoted separately) is based on the identified event segments, their location and associated common areas. Additional event spaces required beyond the original spaces identified may require an increase in the original site fee.
- d. Site fee includes all water, power and other utilities necessary to host this event, including high speed wireless internet.

**9. EVENT TIMELINE/HOURS OF OPERATION:**

- a. Unless otherwise noted on page 3 of this agreement, standard event duration is a maximum of 6 hours (start of guest arrival to start of guest departure). Refer to front page of this agreement for contracted durations
- b. The maximum time allocated for event guest departure is 30 minutes. The maximum time allocated for Client's vendor or owned property breakdown and removal is 1 hour.
- c. You may be billed for additional staff hours if your event exceeds the limits established in your contract. Additional staff hours are billed at \$25 per man hour for all staff members on duty during the extended time period, with a maximum of \$300 per hour billable to client.
- d. Unless otherwise stipulated in this agreement, events must end by 10:30pm on Fridays and Saturdays and 9:30pm on Sunday through Thursdays, New Year's Day until 1:30am per County Permit.

**10. INCLEMENT WEATHER, PLAN 'B' AND WEATHER IMPACTS:**

- a. If the cost of a Plan "B" is included within this contract, it shall be the responsibility of both parties to mutually agree to proceed with implementing the Plan "B" event plan (inclement weather) as established. Such decision shall be made sufficiently in advance as to secure the necessary rental/buyout items (if required) but shall otherwise be a minimum of fifteen (15) days in advance of the event.
- b. If the cost of the Plan "B" is not included within this contract, it is Client's sole discretion and responsibility to request Settlers Creek implement the Plan "B" event plan (inclement weather) and its associated cost (if any) as established. Such decision shall be made sufficiently in advance as to secure the necessary rental/buyout items (if required) but shall otherwise be a minimum of fifteen (15) days in advance of the event.
- c. Client understands that this venue is essentially an outdoor based event venue and as such agrees that changes in event segments, flow, timing, features and or elements of the event are inevitable should inclement weather of any kind become a factor.
- d. Client agrees that prior agreed costs will not be adjusted downward or credit given for event changes or portions of the event which are cancelled or rendered impractical due to inclement weather or conditions out of the direct control of Settlers Creek.
- e. For winter events, Settlers Creek will take reasonable and traditional measures to remove snow and provide access for bussed transportation and access to the event location. Buss access during the winter is limited to drop-off at the top of the facility driveway with limited or no on-site parking. Client expressly agrees that public road closures or other conditions that prevent, delay or otherwise complicated transportation to the facility shall not be the responsibility of Settlers Creek or give rise to any contract reduction or credit.

Client Initials \_\_\_\_\_

**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**



Page 6 of 14

- f. Client understands and agrees that changes in event segments, flow, timing and or features caused by unforeseen circumstances, weather, acts of God etc., may cause additional cost (such as tenting, heaters, event space and or component rearrangement etc.). In such an event, Settlers Creek will advise Client of the potential cost impact and at such time Client shall provide definitive direction to Settlers Creek on how to proceed. The parties agree that Settlers Creek shall not proceed with any event modifications which result in addition Client cost without first receiving the expressed written consent of client.

**11. DAMAGE TO CLIENT'S or GUEST'S PROPERTY:**

- a. Settlers Creek assumes no responsibility for any damage or loss of any merchandise, equipment, furniture, clothing or other valuables which Client or Client's vendors or guests brings to this facility and or is not removed immediately after the event. Client accepts full responsibility for protecting its own valuables. The Client understands that if Client provides certain items to Settlers Creek for use in the event, Settlers Creek is not responsible for accidents/breakage, normal wear or damage.
- b. Settlers Creek is not responsible for damage to client or client's vendor equipment due to utility breaks, spikes or shutdowns unless otherwise caused by the sole negligence or willful misconduct of Settlers Creek.
- c. Settlers Creek is not responsible for damage, theft of vehicle parked on its premises, including loss of personal property contain within such vehicles unless otherwise caused by the sole negligence or willful misconduct of Settlers Creek.
- d. Settlers Creek shall not be liable for Items left behind by client, client's guests and or vendors. Settlers Creek makes every reasonable effort to secure items that have been found. Items found are placed in a lost and found area for safe keeping. However, Settlers Creek shall not be held responsible for these items.
- e. Client remains responsible for the functionality of equipment or furnishings which the client has supplied to Settlers Creek for its use.

**12. SETTLERS CREEK RIGHT TO CONTROL & MANAGE EVENT:**

- a. Settlers Creek retains the following absolute rights:
  - i. Stop music and or activities which exceed 65db as measured at the property line.
  - ii. Refuse service to anyone for cause.
  - iii. Refuse to serve alcohol to any guests who appear intoxicated.
  - iv. Refuse to serve, event wide, any alcohol if group of guests are intoxicated, overly loud, aggressive, causing damage or creating, in the sole judgment of Settlers Creek, disruption or a hazard to persons or property.
  - v. Expel guests from the property who demonstrate behavior which in the sole discretion of Settlers Creek, is overly loud, aggressive, disrupting the event, other guests, causing damage or creating a hazard to persons or property and or violates the prohibited acts identified in Paragraph 17 "Prohibited Activities/Acts".
  - vi. Client retains all responsibility for the conduct of its guests and vendors and holds Settlers Creek harmless from the risks and liability that result from that conduct.
- b. Application, utilization, configuration and quantity of event hosting furnishings, fixtures, equipment and rentals, unless otherwise specified in the Agreement, are at the sole discretion of Settlers Creek based on the event type, final contracted guest count and event segments which are contained within the agreement.
- c. Client supplies, furnishing, fixtures and or equipment which is to be furnished to Settlers Creek for its use for the event must be so furnished, if not otherwise identified within the Agreement, at least 48 hours in advance of the event.
- d. Due to the outdoor and rustic nature of the facility and the inherent exposure to weather, dust and other environmental conditions, Settlers Creek attempts to perform final stages of event set-up as close to the actual start of the event as possible to avoid degradation of the finished décor before the event. As such, Client's direct hire vendors and/or related Client set-up efforts, if any, must be closely coordinated with Settlers Creek. Client understands there may be limited time for such Client and Client Vendor participation/set-up, especially if such set-up first requires Settlers Creek to accomplish or progress its event set-up prior to or up to a particular stage. Client understands that such event set-up efforts are likely taking place throughout the venue during the time Client may be involved with pre-event photography.

Client Initials \_\_\_\_\_

**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**  
Page 7 of 14



**13. CLIENT'S ASSUMPTION OF RISK:**

- a. Settlers Creek assumes no responsibility for the conduct of Client, Client's guests, members and third parties hired by Client to provide services. Client understands and fully accepts that this facility is a working farm and as such contains many hazards and risks which traditional commercial venues may not have; such as uneven ground, gopher and squirrel holes, insects, wildlife native to the area, gravel roads and pathways, uneven and slippery surfaces such as wet grass, dirt and rocks, a variety of domestic animals which freely roam the grounds, wild and domestic animal feces, rough wood surfaces, splinters, building components and site attributes which are non-standard and do not meet current building codes and standards, low light areas, dust and similar potential injurious and or aggravating characteristics consistent with an old farm environment.
- b. Client is responsible for advising its guests and vendors of the above stated inherent risks and conditions and the outdoor and rustic nature of the facility and to encourage proper shoes and other protective clothing. Client will be solely responsible for minors, elderly, handicapped or impaired guests and to ensure they have proper care, chaperone, custodian care and or supervision. Client's vendors are required to provide Settlers Creek with an additional insured endorsement for liability and business property for a minimum limit of \$1 million per occurrence and 2 million general aggregate within 5 days prior to setting-up or using this facility. If Client's vendors do not provide such a policy a liability, a surcharge of \$250 will be charged and payable for each vendor which does not furnish said policy.
- c. Client's duty to defend and indemnify Settlers Creek shall not be apportioned or reduced in any way by the negligence or other fault of Settlers Creek or their employees or agents or the fault or negligence of Client or its employees or agents, or any other third party except as prescribed by applicable Idaho statute or as set forth herein. Client's obligation to defend, indemnify and hold Settlers Creek harmless shall include, but will not be limited to the reasonable hourly rate and expenses of Settlers Creeks' employees and officers spent in connection with the claim, demand fare, penalty or liability, attorney and expert fees, court costs, and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below.
  1. Client's duty to defend and indemnify shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Settlers Creek, or their agents or employees.
  2. If under the laws determined to be applicable to this paragraph, indemnification of concurrent negligence is valid to the extent of the negligence of Client, its agents or employees; except when negligence is not a requirement of liability.
- ii. Client's indemnification obligations as stated herein shall extend to claims occurring after this agreement is terminated as well as while it is in force.
- d. Settlers Creek is not responsible for Client or Client's Guest own acts. Client assumes all liability for its acts and those of its guests and vendors. Settlers carries no liability insurance for acts of Client or Client's Guests.

Client Initials \_\_\_\_\_



**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**  
Page 8 of 14



**14. BAR/BEVERAGES:**

- a. Settlers Creek retains an annual license (from the Idaho State Police Beverage Control and Kootenai County Retail Alcoholic Beverage) for the sale of beer, wine or similarly licensed beverages by the glass.
- b. Settlers Creek is not licensed for the sale or distribution of distilled (hard) liquors and therefore cannot agree to such. Correspondingly, Client expressly agrees that client and or their guests, invitees and vendors will not consume hard liquor on the premise unless served by a licensed vendor as approved by Settlers Creek. Client expressly agrees that Settlers Creek will not be held liable in any way for Client, client's guests, invitees and vendors from consumption of such prohibited alcohol and the inherent associated risks.
- c. It is understood and expressly agreed that Client, unless otherwise agreed in writing, will not bring onto the premises any alcoholic beverage (beer, wine or similarly licensed beverages). Settlers Creek may provide beverage service and support as indicated in the Contract in one of the following manners.
  - i. Settlers Creek provide a hosted Bar (Client pays) and will provide beer, wine, soft drinks, punch, juice, bar consumables and all bar service personnel.
    - 1. Lump sum cost as contained within the contract. Consumption beyond the amount if stipulated in the agreement to be reimbursed on an actual cost basis plus 15% or rates specified.
  - ii. Settlers Creek provide a No Host or Cash bar (individuals pay by the glass) and will provide beer, wine, soft drinks, punch, juice, consumables and all bar personnel. Price paid by guests on a per serving basis as specified herein.
- d. Should Settlers Creek agree (in writing) to allow Client to provide its own beer, wine, and/or licensed liquor vendor, the following conditions apply:
  - i. Settlers Creek must approve licensed alcohol vendor.
  - ii. Settlers Creek must serve all beer and wine beverages.
  - iii. Settlers Creek reserves the right to refuse to serve any alcohol to individuals it believes in its sole discretion to be intoxicated, impaired or under the legal drinking age.
  - iv. All beer and wine brought the site for by client for the purposes of Settlers Creek serving to client and client's guests shall become the property of Settlers Creek.
  - v. No excess/unused beer and wine shall be returned to client.

*The reasoning behind the paragraphs having to do with ownership and return of Client furnished beverages, is that client's expectation of consumption versus actual consumption may vary significantly; thereby creating potential areas of contention. Settlers Creek does not take responsibility for Client's beverages (it has only serving responsibilities).*

- e. Client understands that Settlers Creek must enforce liquor serving ID. Regulations.
- f. Beer and wine, as with all food & beverages, if included within this agreement is owned by Settlers Creek and served per the event agreement. Un-served beverages remain the sole property of Settlers Creek.
- g. All alcoholic beverages will stop being served at 10:00pm or 30 minutes prior to the schedules end of the event (whichever is the earliest).

**15. CATERING:**

- a. Settlers Creek may prepare food overage at no additional cost to Client for, in part, service staff meals. Settlers Creek cannot provide Client with catering left-overs (if any).
- b. Food and beverages provided by Settlers Creek is solely owned by Settlers Creek.
- c. Client is responsible for providing to Settlers Creek, at least 15 days in advance (in writing), any special dietary needs, restrictions or significant food or other allergies of its attendees and vendors. Such requests, if required and not specifically included in the Agreement, may be an additional cost to Client.
- d. It remains the responsibility of Client to advise its guests of the menu. Client and or Client guests remain solely responsible to avoid menu items which may contain ingredients which the individual is allergic.
- e. Unless stated in this Agreement, appetizers are not tray passed and main courses are buffet style.
- f. Tray passed or table-set appetizers are served until allotted appetizers are consumed or until guests no longer are interested as solely determined by Settlers Creek.
- g. Tray passed or tables-set appetizers are served in the designated cocktail hour event space only.
- h. Main course buffet is available to guests for maximum 45 minutes or until consumed or guests no longer are interested as solely determined by Settlers Creek or as specifically coordinated with Client. Guest are welcome to 2nds if and as available.

Client Initials_____
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**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**  
Page 9 of 14



**16. CLIENT FURNISHED DESSERTS, FOODS and DÉCOR:**

- a. Client remains solely responsible for the timely delivery, quality, quantity, presentation and adequacy of Client furnished foods.
- b. Settlers Creek's standard policy is to place Client furnished dessert out for service during the dinner hour. Should Client request that dessert be placed out prior to dinner, client expressly understands and accepts all risk of damage to such items. Weather, insects, bird predation, heat, wind, dust, early guest consumption, vandalism and other factors place such items at risk for which Settlers Creek will not take responsibility.
- c. Should Client request Settlers Creek to handle Client furnished foods in place of Client completing these tasks, Settlers Creek may do so using its best efforts but will take no responsibility for accidental damage which may occur during such handling.
- d. Client furnished décor, if and as included in the agreement will be placed by SC as agreed and documented in the event detail sheets. Cost, if any, to place Client furnished items in accordance with the agreement.
- e. Client remains responsible to the safe storage, transportation and handling of such items and will not seek Settlers Creek to take responsibility should Client choose to bring such items to the premise early and request storage and or staging.

**17. CHILDREN:**

- a. Very young children not requiring seating and place setting are not charged unless otherwise agreed.

**18. CLIENT OWNED ANIMALS:**

- a. With expressed prior written consent, client may bring dogs, horses and other approved domesticated animals for the event. Client remains solely responsible for the proper care, control and protection of its guests, vendors and Settlers Creek's employees.
- b. Except for service animals, Client must submit a written plan to Settlers Creek detailing the type of animal, its role and how such pet will be managed, controlled and cared for during the time it is on the premises. Settlers Creek must approve such plans.

**19. SOUND LEVELS:**

- a. Sound levels from any source must not exceed 65db as measured at the property line in strict accordance with County restrictions. Settlers Creek reserves the right to stop all music and or activities which produce sound levels which exceed 65db.
- b. Client expressly agrees that Settlers Creek maintains complete control over sound levels and maintaining aforementioned standards shall not be cause for client to seek damages or other such claims.

**20. CLIENT'S VENDORS:**

- a. Client must provide Settlers Creek a written list of all Client's vendors and planners which will have any on-site involvement and require on-site event coordination of any kind.
- b. Settlers Creek will make every reasonable effort to coordinate with Client's vendors and planners. However, Client expressly agrees that Settler's Creek shall not be responsible in any way for the performance of such vendors or planners.
- c. Client is responsible for set-up and post event breakdown of Client and or Client's vendor's supplies, furnishing, fixtures and or equipment unless otherwise included in this Agreement.
- d. DJs and bands must be approved in advance. This is can be accomplished by a pre-event site visit by the vendor.

**21. PROHIBITED ACTIVITES/ACTS:**

- a. Off road vehicles of any kind.
- b. Passenger vehicles parking in areas not designated for parking.
- c. Firearms, fireworks or open flames of any kind.
- d. Dogs or pets, except for service animals, of any kind without the expressed written consent of Settlers Creek.
- e. Smoking outside of the immediate designated area (smoking area is designated as the outdoor bbq area).
- f. Overly loud, obnoxious, confrontational or aggressive behavior of any kind.
- g. Drunk or disorderly conduct. Shoes and shirts must be worn at all times.
- h. Bare feet are strongly discouraged due to its inherent risks.

Client Initials\_\_\_\_\_

**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**



Page 10 of 14

- i. Shirts required at all times.
- j. Entering non-event areas such as tool sheds, wood sheds, shops, animal areas, catering kitchens, private residences, ponds and or creek areas etc.
- k. Consumption of any distilled alcohol (hard) liquor on site.
- l. Minors entering designated bar areas serving alcoholic beverages.
- m. Underage drinking & sharing alcoholic beverage with minors.
- n. Littering.
- o. Bringing alcoholic beverages of any kind to the site unless otherwise included in this Agreement.
- p. Urinating anywhere except provided sanitary event facilities.

**22. SANITARY FACILITIES:**

- a. Oversized ADA size portable restrooms or various Luxury Loo restroom trailers are available to client at client request, if additional units are necessary in addition to existing silo restrooms. Client is responsible for expense unless otherwise included in this Agreement.
- b. Portable hand washing stations are provided for client and guest use if a luxury loo is not furnished.
- c. Trash receptacles are provided throughout the grounds and building for guest use.

**23. PARKING and TRANSPORTATION:**

- a. Guest vehicles are self-parked by guests and are not managed or parked by Settlers Creek.
- b. Settlers Creek is not responsible for damage to vehicles or stolen property while cars are located on the premise.
- c. Settlers Creek provides on-site bus management and on-site coordination for bussed events.
- d. Per County regulations, busses cannot park or pull-over on the side of the County road at any time.
- e. Client's vehicles or those owned or controlled by Client's guests or vendors must be removed from the premises no later than 12:00pm the following day. Vehicles which remain past such time may be towed at owner's expense.

**24. EVENT READY ROOM(S):**

- a. If so included, Client has access to the designated ready room for its use. These areas are limited in their space and resources.
- b. Use of such areas are limited to event preparatory activities. These areas are not to be considered or used for a party atmosphere or activities. Drinking alcoholic beverages in these areas are expressly prohibited unless controlled and served by Settlers Creek and included within the Agreement.
- c. Client is solely responsible for belonging left in these areas before during and after the event. Client is solely responsible for removing its property within 60 minutes after the stipulated end of the event.

**25. STANDARD EVENT EXCLUSIONS:**

- a. Unless otherwise identified as specifically included in the agreement, the following items are not included in this agreement:
  - 1. Special utility needs.
  - 2. Distilled (hard) liquors of any kind.
  - 3. Special décor and or furnishings.
  - 4. Florist or floral.
  - 5. Plated meal courses.
  - 6. Wedding cake or dessert.
  - 7. Entertainment, activities, photo booth.
  - 8. Printed materials such as place cards, invitations, menus etc., party favors
  - 9. Photography or videography.
  - 10. Transportations.
  - 11. Centerpieces.
  - 12. Additional tenting or other temporary shading or weather protection.

Client Initials_____
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**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**

Page 11 of 14



- 13. Formal event planning services.
- 14. Heating, air conditioning or environmental controls of any kind.
- 15. Inclement weather measures.
- 16. Valet parking.
- 17. Custom décor or lighting.
- 18. On or off-site special transportation or mobility accommodations for elderly, impaired or disabled guests.
- 19. Sales Tax, Gratuity.

**26. EVENT DETAILS (Appendix 'B'):**

- a. Specific event details contained within Appendix 'B' "Event Details" (if included in this contract) are for coordination purposes only and do not alter the contract scope or services.
- b. These planning notes are used for the purposes of documenting the personalized choices of the client regarding a variety of event details.
- c. Changes to the contract per Paragraph 30 below.
- d. Should there be a conflict in details between the Contract and Appendix 'B' with regards to items included in the Contract, the original Contract shall govern.

**27. CHANGES TO SCOPE OF SERVICES:**

- a. Changes requested by client and or clarifications, corrections or alterations of this agreement can only be accomplished by means of formal contract amendment documents. Amendments will identify such changes along with detailed cost information if applicable.
- b. Prior to proceeding with any contract amendments, Settlers Creek reserves the right not to proceed with Client requested changes without first obtaining client's signature of approval on such contract amendments.

**28. EVENT PHOTOGRAPHY, VIDEOGRAPHY:**

- a. Settlers Creek shall be entitled to full resolution copies of all photographs and or video taken on site for use as promotional materials. Such photos and or video will be provided at no cost to Settlers Creek. Use will be solely for marketing materials and or website unless prohibited by client (in writing).
- b. Client agrees to make all necessary arrangements with client's event photographer and or videographer so as to ensure that Settlers Creek is provided on-site related event photos and or video within 90 days of the event. Such photos and or video shall be in post-production, electronic/digital format.
- c. Client retains the right to choose which non-site related photographs and or video are provided to Settlers Creek.

**29. CLIENTS GIFTS, GIFT TABLE & VALUABLES:**

- a. Client is solely responsible for securing gifts and other valuables which have been brought to the property by client or by client's guests. Settlers Creek retains no responsibility for securing, organizing or storing these valuables.

Client Initials \_\_\_\_\_

## Settlers Creek Special Event Venue

### Contract Terms & Conditions

Page 12 of 14



#### 30. FORCE MAJEURE/TERMINATION:

- a. Should events beyond the reasonable control of the Settlers Creek or Client including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes, disease (4) government regulation (5) federal, state, county or any jurisdictional body prohibiting or by order preventing the operation of the business or event (6) civil disturbance (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices (8) curtailment of transportation services or facilities (9) disaster, fire, earthquakes, hurricanes, unseasonable extreme inclement weather (10) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities (11) any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this Agreement as the Parties originally contracted:
  - i. In such case the affected Party may terminate this Agreement, without liability, upon written notification. Such notice shall be given immediately following first knowledge of such an event.
  - ii. Cancellation due to any of the occurrences as described above shall not entitle Settlers Creek or Client to recovery of any direct, indirect, consequential or compensatory damages from the other.
  - iii. Contract deposit(s)/payment(s) made to Settlers Creek by Client prior to the date notice is given by either party shall be considered earned and not be refundable.
  - iv. Client shall not be liable to Settlers Creek for cost incurred by Settlers Creek on behalf of Client after such notice is given.
  - v. The Parties have an obligation under these terms to mitigate, manage or minimize damages to the other due to the invocation of this clause.
  - vi. Neither Party is obligated to reschedule or re-commit to the original terminated/cancelled event due to circumstances contained herein.
- b. Cancellation by Client for convenience: Deposits or payment made are not refundable.
- c. Cancellation by Settlers Creek for convenience: Client is entitled to a full refund of all payments made to Settlers Creek. For the purposes of this provision, Settlers Creek's liability shall be limited to the full refund of all previously paid amounts.
- d. Cancellation due to non-payment: Settlers Creek may at its sole discretion cancel the event and terminate this agreement due to non-payment. Payments due as described herein not made within fifteen (15) calendar days of their due date will constitute non-payment.
- e. Non-payment by Client is considered a Client initiated cancellation. Any unpaid deposits and or balances due Settlers Creek remain due and payable.
- f. Note: Definition of "without liability": When stated in any provision of this Agreement, "without liability" means that there will be no liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever.

#### 31. SEVERABILITY:

- a. The partial or complete invalidity of any one of more provisions of this appendix shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

Client Initials\_\_\_\_\_

**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**

Page 13 of 14



**32. Venue Behavior:**

Settlers Creek employees, employees of contracted vendors and any subcontractor employees are committed to maintaining a professional event work environment in which the courteous and respectful treatment of one another is the standard of behavior. In keeping with this commitment, Settlers Creek employees, employees of contracted vendors and any subcontractor employees are committed to an event work environment that is free from demeaning or harassing behavior, including hostility, inappropriate comments including inappropriate sexual comments, suggestions or language, or conduct which demeans another's age, race, national origin, gender, religion, disability, sexual orientation, or any other protected status. Harassment can impair morale, undermine the integrity of working relationships and cause serious harm to the productivity, efficiency and stability of the event planning team, meeting and event attendees, vendors and subcontractors.

Any behavior that is witnessed and is believed to be contrary to this policy, whether the conduct is engaged in by an Settlers Creek employee, vendor employee, sub-contractor employee, or someone who is not directly related to Settlers Creek, will be reported to Settlers Creek senior management and, and if involved, a senior management member of the vendor or sub-contractor.

**33. Client & Guest Decorum:**

Settlers Creek is set within a scenic rural neighborhood. We respect the natural quite setting and the community around us and ask our clients and their guests to do the same by keeping the sound levels and hours of operation within the limits set in the agreement and maintain an event that is consistent with a measured and respectful event atmosphere. Our livelihood depends on our ability to maintain such an atmosphere while providing a level of service and unique experience that exceed our guest's expectations. Client is responsible for ensuring it guests behavior is consistent with an event environment that is free from demeaning or harassing behavior, including hostility, inappropriate comments including inappropriate sexual comments, suggestions or language, or conduct which demeans another's age, race, national origin, gender, religion, disability, sexual orientation, or any other protected status.

Client Initials_____
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Settlers Creek Special Event Venue  
Contract Terms & Conditions

Page 14 of 14



**34. ACKNOWLEDGMENT, APPENDIXES & SIGNATURES:**

- a. I have read this contract and understand and agree to the rates terms and conditions set forth herein, including all Appendices and attachments to this agreement.
- b. Terms and conditions and associated appendixes are subject to change for "Hold the Date" event agreements executed more than 18 months prior to the event date.
- c. Event Option Pricing for items not included in this contract is subject to change based on the published pricing at the time such items are selected.
- d. This agreement includes one or more of the following document segments and appendixes:


- 1. Contract Cover Page
- 2. Table of Contents
- 3. Event Agreement Summary
- 4. Standard Terms and Conditions
- 5. ~~Appendix 'A' Venue Base Quality Standards (Rev.8.6)~~
- 6. ~~Appendix 'B' Event Details (to be created during planning sessions)~~
- 7. Appendix 'C' Event Menu (Place Holder)
- 8. Appendix 'D' Event Entertainment Policy
- 9. ~~Appendix "E" Event Reception Layout Concept (to be created during planning sessions)~~
- 10. ~~Appendix "F" Event Ceremony Layout Concept (to be created during planning sessions)~~
- 11. ~~Appendix "G" Event Options (FYI)~~
- 12. ~~Appendix 'H' Ready Room Food & Beverage Selections~~

**13. Attachment No. 1: Settlers Creek Proposal & written offer dated XXXX**

Authorized Client Representative:

Name:		Title	
Sign		Date	

Eventricity USA, Inc. Representative:

Name:	Chris J. Varela	Title	Principle
Sign		Date	November 7, 2019

**Chris J. Varela**

Principal

Direct: 208-929-2507

[cvarela@settlerscreek.com](mailto:cvarela@settlerscreek.com)

**Settlers Creek, LLC**

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Coeur d' Alene, ID. 83814

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**Gabe Varela**

General Manager

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