

Contract for Weddings & Events 2022



Thank you for choosing Inverness Dream Farm, LLC for your special event!

We are delighted to have you, your family, and your friends join us for such an important day.

CLIENTS:

Primary Contact Client Name:	Client Name:
Address:	Client Name:
Email:	
Phone/text:	Phone/text:

This agreement is made effective between Inverness Dream Farm, LLC, a California limited liability company (“**Dream Farm**”), located at 12732 Sir Francis Drake Boulevard, Inverness, CA, (the “**Property**”) and the individuals named above (collectively herein as “**Clients**”). Clients represent that they desire to hold a special event, as described below, (the “**Event**”) at the Property. Dream Farm grants a limited and revocable license to the Clients for the dates and times specified to have an Event at the Property and the parties agree as follows:

[Type here]

Inverness Dream Farm, LLC

[Type here]

Event Date:

Time:

Event Description:

Guest count:

Client A:

Client B:

PAYMENT & DUE DATES:

- The agreed on base price is \$_____.
- Once you have signed this agreement and paid the fifty percent deposit, we will guarantee the date for you. **Deposit of \$_____ to secure the date.**
- There is a security deposit of \$_____ due 30 days before the Event. Your security and cleaning deposit will be returned (less any charges) no later than 30 days after the Event.
- We will invoice you for the remaining balance along with the entirety of the security deposit, which will be due 30 days prior to the Event.
- Provide the contact information for your wedding or event planner 30 days prior to the Event.
- Provide us with a full list of vendors 30 days prior to the Event.
- Provide Certificate of Liability Insurance document with 2-million-dollar rider, 30 days prior to the Event, including proof of insurance for staff.

FACILITIES & SERVICE PROVIDED: Dream Farm provides the following facilities and services (the “Facilities”):

- **Pier** until dark
- **Back Deck** with decorative string lights

- **Lawn** adjacent to Tomales Bay, for 50-75 guests
- Bride/groom or guest of honor **dressing quarters**
- Full **Bathroom** with door code for up to 10 members of the client's choice.
- **Cabin** adjacent to lawn available for an extra fee.
- **Main House** available for an extra fee.
- **Parking areas**, room for 4 cars near gate by road
- **Property Manager** on site throughout your Event

PERSONNEL PLANNER

You are required to employ an event or wedding coordinator and to give written notice to Dream Farm of your planner's name and contact information within a minimum of 30 days prior to your Event. The planner must be on-site at all times when vendors, clients, or guests are present.

STANDARD EVENT - BEGINNING AND ENDING TIME:

Day before Event:

Your vendors are welcome to bring their supplies and equipment to the property on the day before your Event from 8AM until 8PM.

Event day: Your event planner and vendors are welcome to bring supplies and equipment to Dream Farm from 8 AM on Event day.

Music and loud noises must cease no later than **10PM**.

The Event should end by 11 PM. With all guests, vendors, and staff off the property by midnight.

Day after:

You and your vendors have the morning from 8AM until 12PM on the day following the Event to clean up and remove all party supplies, equipment, and service items such as porta potties, decorations etc.

SINGLE DAY EVENT - BEGINNING AND ENDING TIME:

Event day: Your event planner and vendors are welcome to bring supplies and equipment to Dream Farm from 8 AM on Event day.

Music and loud noises must cease no later than **9PM**.

You and your vendors have until **10PM** to clean up and remove all party supplies, equipment, and service items such as porta potties, decorations etc. (the "**Event Materials**"). All guests, vendors, and staff must vacate the property by **10PM**.

You agree to pay a \$1,000 per half-day surcharge in the event you or your vendors must return to Dream Farm on a day after your Event to complete clean-up and removal of your Event Materials.

DATE CHANGES / CANCELLATIONS:

Rental dates are not confirmed until a contract has been signed and a deposit made and accepted.

If you cancel your reservation for any reason, including but not limited to inclement weather, you will forfeit your deposit. We will attempt to re-rent the property on your original day, and if we are successful, we will return your deposit, less a \$500 cancellation fee.

Covid cancellations/rescheduling are an exception. We will return your deposit or apply it to the rescheduled date. Reasons for Covid cancellation or rescheduling may include, but are not limited to, the following: government-imposed limitations on events and travel; public health advisories for gatherings outdoors.

All date changes or cancellations must be made in writing.

INSURANCE:

Clients and Clients' Vendors, if any, must each provide Dream Farm, no later than 30 days prior to the Event Date, with certificates of insurance evidencing Special Event Liability Insurance that provides public liability and personal property damage insurance insuring Dream Farm, Jackie Cardwell, and their employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury, and other loss arising out of Guest's use and occupancy of the Property, or any other occupant of the Property, including the common

areas, sidewalks, and other appurtenances to the Property. The insurance required hereunder shall have a single limit liability of not less than \$2,000,000 and general aggregate liability of not less than \$2,000,000 and naming each of Dream Farm and Jackie Cardwell as an additional insured. If alcohol is served, the policy shall also include Host Liquor Liability coverage.

VENDORS:

A complete list of vendors must be provided to Dream Farm a minimum of 30 days prior to the Event.

All vendors must be approved and have all required and applicable licenses, permits and proper insurance, including workers compensation, consistent with the insurance provisions contained herein on file with Dream Farm by 30 days prior to the Event.

SITE VISITS:

You and your vendors are welcome to inspect Inverness Dream Farm all site visits must be scheduled in advance.

PARKING & TRANSPORTATION:

Parking is limited, so we strongly recommend that you arrange transportation for your guests, either via bus, rideshare, or carpool. Normally, we can accommodate 4 vehicles, for the wedding party, and vendors.

Please respect the speed limit of 10 mph. The driveway is a short narrow country lane that has a turnaround for vehicles not exceeding 26 feet.

NO SMOKING:

Due to fire danger, smoking is not allowed on the property at any time. It is the Clients' responsibility to inform their guests and vendors of this policy. Violation of the smoking policy shall result in a minimum \$500 fee per occurrence.

NO OPEN FLAME:

Due to fire danger no candles or open flames are allowed. No pyrotechnics, fireworks, poppers, or sparklers in any form are allowed.

CHILDREN:

All children under the age of 14 must be supervised at all times.

PETS:

Pets are not allowed on the property. Service animals must be leashed.

ELECTRIC APPLIANCES:

Dream Farm has adequate electrical circuits, but please work with us before the Event to assure that breakers are not overloaded.

SEPTIC:

Dream Farm has a full bathroom in the venue space with adequate septic service for a maximum of 10 people (the “**Venue Bathroom**”). Clients shall limit access to the Venue Bathroom to the members of the Wedding Party. The Cabin has a bathroom with adequate septic service for the occupants of the Cabin (the “**Cabin Bathroom**”). Clients shall limit access to the Cabin Bathroom to the registered occupants of the Cabin Occupants (as defined below).

Clients shall engage at Clients’ expense a third-party vendor to provide sufficient portable toilet facilities to service Clients’ guests who attend the Event. Except for the Wedding party and the registered occupants of the Cabin, Clients shall direct Event guests to use the toilet facilities provided by Clients’ vendor. Clients shall reimburse Dream Farm for any costs incurred by Dream Farm to remedy septic or plumbing issues as a result of Clients’ failure to comply with the terms of this section, including but not limited to Dream Farm’s cost to pump the septic system.

MAIN HOUSE:

The Main House is available is available to rent for an additional fee and only if the entire estate is rented for a single event. The Main House sleeps eight people in four bedrooms. No maid services are provided or included. Clients agree to identify and register with Dream Farm the individuals who shall occupy the Main House (the “**Main House Occupants**”). It is Clients’ responsibility to ensure that access to the Main House be strictly limited to the Main House Occupants.

CABIN:

The Cabin is available to rent for an additional fee. It sleeps four people in two bedrooms. No maid services are provided or included. Clients agree to identify and register with Dream Farm the individuals who shall occupy the Cabin (the “**Cabin Occupants**”). It is Clients’ responsibility to ensure that access to the Cabin be strictly limited to the Cabin Occupants.

PG&E IMPOSED POWER OUTAGE:

If PG&E imposes a Public Safety Power Shutoff, we will use generators to provide emergency power to mission critical appliances. These include drinking water supply, and emergency lighting.

BOUNDARIES:

It is important that everyone remains inside the approved boundaries of the property. If people go into the bay, it is at their own risk to life and wardrobe. Climbing or playing on or in the fountain is prohibited.

SECURITY:

Dream Farm reserves the right to enter and inspect any of the rented premises at any time with cause.

ALCOHOLIC BEVERAGES:

All caterers and bartending services supplying bartenders or alcohol must be appropriately licensed and insured.

Dream Farm reserves the right to limit or close the bar at any time. Alcohol service must be stopped 30 minutes before the end of the Event.

DECORATIONS:

If you want to decorate, please confer with me before you do so to assure safety.

Please use respect for the environment when choosing outdoor decorations. Items such as balloon releases, confetti, sprinkles, glitter, or items that will remain in the environment are prohibited.

Decorating the fountain and pier are prohibited without prior arrangements in

writing and only natural or biodegradable materials may be used.

PHOTOS:

Dream Farm reserves the right to take photographs of events for its own records, and for use in the future and in promotional materials with your permission. We would be delighted to include photos taken by your photographer.

DRONES:

Drones may only be operated by FAR Part 107 certificated pilots and must remain over the boundaries of the property and avoid flying over water and trees or harassing wildlife of any kind.

CLEANING:

Clients, Clients' invitees, guests, agents, and vendors must leave the property in the same condition it was when they arrived.

All property belonging to Clients, Clients' invitees, guests, agents, and vendors, shall be removed by the end of the rental period. Dream Farm is not responsible for any property left behind.

TRASH:

You must assume responsibility for all trash and recycling created in the decorating, celebration and clean up, and have it hauled off of the property and responsibly taken care of.

UNEXPECTED TERMINATION:

Dream Farm reserves the right to terminate this Agreement without liability upon the occurrence of events beyond the control of Dream Farm such as "acts of God", government regulations, disasters, extreme weather, fires, blackouts, strikes, and civil discord, to the extent that such occurrences make it unlawful or impractical, as determined in the discretion of Dream Farm, for Dream Farm to provide an event location. Dream Farm will attempt to provide the maximum prior notice regarding such occurrences, but circumstances may force a short notice.

In the event Dream Farm is unable, for reasons beyond its reasonable control, to make the Property available to Clients on the Event Date for the purpose set

forth in this Agreement, Dream Farm reserves the right to provide Client with other available dates, and Clients shall have the option of choosing an alternate date to hold the Event (the "**Alternate Event Date**"), at no extra charge to Clients. If Clients choose an Alternate Event Date, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. If Clients do not exercise the option to choose an Alternate Event Date, this Agreement shall terminate. In neither instance shall Dream Farm be liable for any additional costs, expenses or damages suffered by Clients arising out of the rescheduling or cancellation of the Event pursuant to this Section.

COMPLIANCE WITH LAWS.

Clients and Clients' guests shall comply with all applicable laws and shall obtain any and all required permits and licenses necessary to use the Property. Clients shall not use the Property in any manner that would violate local, state, or federal laws or regulations related to Clients' use of the Property.

NATURAL SURROUNDINGS:

You and your guests will walk over generally level natural ground and will be exposed to sun, rain, wind, water, and weather. In season, it can be hot during the day and foggy cold at night.

Dream Farm cannot control the weather and inclement weather alone is not sufficient cause for Clients to terminate the Agreement. Clients acknowledge and assume the risk that the weather may impact Clients' Event. Clients acknowledge that it is Clients' responsibility to consider the risk of inclement weather when planning the Event. Clients shall take all necessary precautions to minimize the impact of inclement weather on the Event, their guests, and vendors.

There is a large natural body of water that poses a drowning risk, please keep your children under constant surveillance or hire a babysitter for the Event, with no more than 5 children per sitter. Please alert your guests to dress in layers and wear sturdy, closed-toed shoes.

There are nettles that grow wild near the path to the pier and property borders, please be aware that touching them produces an immediate painful raised rash which remains painful for days. Please do not pick any of the vegetation on the property or along the bay shore, nor harass or remove any wildlife.

There is a tree house with no ladder access, and a fountain, neither of which may be climbed upon or entered for any reason.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

Clients expressly assume all risks associated with licensing the Property. Clients acknowledge that the Property is not ADA accessible and various amenities on the Property, including but not limited to access to Tomales Bay, other bodies of water, the tree house, the fountain, the pier, retaining walls, poisonous vegetation, and steps without handrails or guard rails, may be dangerous to Clients and Clients' invitees. Clients understand and agrees to assume all such risks. Clients expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Dream Farm and Jackie Cardwell, and their partners, members, managers, officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of injury, death, or property damage arising out of or attributable to any activities related to the Property or the Event, whether arising out of the negligence of any Releasees or otherwise. Clients covenant not to make or bring any claim against the any Releasee, and forever releases and discharge the Releasees from liability under such claims.

Clients waive their rights under Section 1542 of the California Civil Code or any similar law of any other state. Section 1542 states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE GENERAL RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Client Initial

Client Initial

INDEMNITY:

Clients waive all claims against Dream Farm and property owner Jackie Cardwell for any injury to Clients, damage to any property or injury to or death of any guest in, on, or about the Property arising at any time and from any cause, unless caused by the active negligence or willful misconduct of Dream Farm or its agents, employees, or contractors. Clients shall indemnify, defend (by counsel reasonably satisfactory to Dream Farm) and hold harmless Dream Farm, and its officers, directors, partners, members employees, agents, representatives,

successors and assigns (hereinafter collectively referred to as Affiliates), and Jackie Cardwell from and against all claims, costs, damages, actions, indebtedness and liabilities (except such as may arise from the active negligence or willful misconduct of Dream Farm and its Affiliates) arising by reason of any death, bodily injury, personal injury, property damage or any other injury or damage in connection with or arising out of (1) Clients' Event, (ii) any condition or occurrence in or upon or resulting from any condition or occurrence in or upon the Property during the term of this Agreement, or (ii) any act or omission of Guests or Guests' agents, representatives, employees, or contractors wherever it occurs. The foregoing indemnity obligation of Guests shall include reasonable attorneys' fees, and all other reasonable costs and expenses incurred by Dream Farm or Jackie Cardwell from the first notice that any claim or demand is to be made. The provisions of this section shall survive the termination or expiration of this Agreement with respect to any damage, injury, or death occurring prior to such expiration or termination.

SEVERABILITY AND VENUE:

In case any provision in this contract shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby." In any action between the parties, the dispute will be resolved in accordance with the laws of the state of California and venue for any such action shall be in the Marin County Superior Court. If the action between the parties is subject to federal jurisdiction, venue shall be appropriate in the United States District Court located in San Francisco.

ACCOUNTABILITY:

Clients will be held liable for any guest, vendor, invitee, or visitor actions on the Property, Clients, Guests or Vendors will not tamper with, borrow, or remove any property kept on the Property and will not destroy or remove any plants or structures in part or whole on the Property. Clients will be held accountable for any injury or damages sustained during the duration of the rental and occupancy on the Property. Clients agree to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the Property.

COURTESY PROTOCOL:

It is understood that Dream Farm Estate is located in a residential as well as tidal area and Clients, guests, or vendors must not act in a manner that, in Dream

[Type here]

Inverness Dream Farm, LLC

[Type here]

Farm Estate's sole discretion, does or is likely to adversely affect the peaceful operation or state of the premises or wildlife. Clients, Guests or Vendors will not use the venue in any manner that could tarnish the reputation of Dream Farm or its premises. Dream Farm reserves the right to request any person or group of people acting unruly, disrespectful and/or contrary to rental regulations or protocol to leave the premises. Removal from the property will not be a cause for refund.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between Dream Farm and Client and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings of other agreements, whether oral or written, relating to the subject matter of this Agreement. The Agreement may only be amended in a writing signed by Dream Farm and Client.

COUNTERPARTS:

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Thank you for choosing Dream Farm. We appreciate your business!

[SIGNATURE PAGE FOLLOWS]

[Type here]

Inverness Dream Farm, LLC

[Type here]

Understood and Agreed:

Inverness Dream Farm, LLC

By: _____
Jackie Cardwell, Manager

Date _____

Client

Name (print) _____
Signature _____

Date _____

Inverness Dream Farm, LLC Contact Info: www.invernessdreamfarm.com
invernessdreamfarm@gmail.com Phone: 415-215-9659

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