



Presents

*The Settlers Creek  
Special Event Venue  
Property*

Contract Date

January 1

**2023**

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*Special Event Contract Terms & Conditions*

*Between*

*Eventricity USA, Inc.*

*&*

*Jane Doe & Joe Smoe*

*(Bride & Groom)*

**Special Event  
Contact  
Terms  
&  
Conditions**

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*For An Event Dated*

***Saturday, June 22, 2024***

*and described as*

**Jane Doe and Joe Some's' Full Service Private Wedding & Reception**

Located at:

The Special Event Property Known as Settlers Creek

5803 West Riverview Drive, Coeur d'Alene Idaho 83814

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**1. TYPES OF EVENT DEPOSITS:**

a. **Funding the Agreement**  **This Contract Replaces Previous “Hold the Date” Agreement**

*The advantage of this process is that both Client and Settlers Creek have worked through much of the planning, coordination and budgeting/pricing process and mutually developed an agreement which the parties execute prior to a non-refundable deposit being paid by Client. The disadvantage is that during this process, another party may secure Client’s desired date by making a “Hold the Date Deposit”.*

- i. Typically, after several consultations with Client, Settlers Creek will furnish Client a written offer for the proposed event. The written offer is conditioned, in part, to the following related documents 1) Contract Terms and Conditions 2) Event offer cost breakdown 3) Appendix ‘A’ Base Event Standards 4) Appendix ‘B’ Event Planning Details (typically created post contract during the planning process) 5) Appendix ‘C’ Event Placeholder Menu 6) Appendix ‘D’ Event Entertainment & Sound Policy 7) Appendix ‘E’ & ‘F’ (event segment layouts which are typically produced during the planning sessions) 8) Appendix “G” Event Options 9) Event Ready Room Food and Beverage Selections (typically completed during the planning process) and other Appendix’s if and as included in the offer and/or agreement. These documents combined and to the extent included make up the entire “Agreement”.
- ii. When Client is satisfied with the proposed event offer and wished to secure the event and associated date, Client and Settlers Creek will duly execute the offer and Contract Terms and Conditions Agreement and Client will pay the non-refundable initial event deposit in accordance with the terms and conditions contained herein.

b. **Hold the Date Deposit**  *This is a “save the date” agreement to be superseded by a future agreement which will have the event scope defined in greater detail. (This option is only available for corporate events)*

*The advantage of this process is that Client ensures the acquisition of the desired date sooner (upon execution of the Agreement and payment of the deposit). The disadvantage is that unlike the “Funding the Agreement” deposit, the Parties may not have completely worked through the planning and budgeting/pricing process and yet Client has made a non-refundable deposit in consideration of Settlers Creek blocked-out the desired date on Client’s behalf.*

- i. Client requests Settlers Creek to obligate (hold) an event date prior to undertaking or completing an event budgeting process and executing the full Agreement described in paragraph 1.a above.
- ii. The “Hold the Date” estimate below is a minimum event budget.
- iii. Client understands that since a formal budgeting process has not been undertaken by the parties, failure of the Parties to reach a final Agreement shall not change or mitigate the deposit, cancellation and other terms and conditions contained herein.
- iv. Client understands that a “Hold the Date” deposit contains an element of risk for the Client in that Client is requiring Settlers Creek to commit to a specific event date by paying a non-refundable deposit in advance of specific budget information. Client is at risk of not approving a final budget proposal (for any reason) and losing their non-refundable deposit amount should the parties fail to reach a mutually acceptable Agreement.
- v. Client knowingly assumes all such risk in exchange for the value received by Settlers Creek immediately guaranteeing the requested event date; versus taking the time to first engage in a planning, pricing/ budgeting process, during which time the intended date could be secured by another party.
- vi. This “Hold the Date Deposit Agreement” will be replaced in total by a new agreement (“Funding the Agreement” upon completion of the event planning and budgeting process.
- vii. The Settlers Creek and Client agree to enter into a full Agreement no later than 120 days prior to the event date. Settlers Creek shall provide the client a full agreement no less than 140 days prior to the event date. Client shall, within 20 days of receipt, review, coordinate revisions and execute the Agreement.
- viii. After having been furnished with an agreement by Settlers Creek, should Client fail to execute and fund the agreement within 20 days of receipt, Settlers Creek may, in its sole discretion, consider the event cancelled by Client. Any such cancellation is subject to the cancellation terms as set forth herein.

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

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2. EVENT DEPOSITS, PAYMENTS & CANCELLATIONS:

- a. Deposit and Payment Schedule:
  - i. Time of Event Booking: 25% of Contract Value (base event cost + standard options).
  - ii. Time of Amendment: Contract amendments due at the billed to-date percentage
  - iii. Time of event booking: 100% Custom Buy or Rental Items and or Facility Work (if any).
  - iv. 60 days prior to event date: 25% of the contract value, as amended. 50% to date.
  - v. 30 days prior to event date: 25% of the contract value, as amended. 75% to date.
  - vi. Two weeks prior to 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. All Remaining balances, if any, including Client requested changes, changes to actual quantities, etc., will be reconciled and paid two (2) weeks prior to the event.
- d. Payment of a deposit constitutes an acceptance of the terms and conditions of this agreement.
- e. The initial booking deposit is non-refundable.
- f. All Deposits and other payments made or due to Settlers Creek based on the agreement, as amended, are 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 in scale and quantity 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. GUARENTEED MINIMUM EVENT CONTRACT VALUE:

- a. Settlers Creek has booked this event day and entered into this agreement based on the offer accepted by client.
- b. For the purposes of determining the minimums for guest count related costs, the original contracted guest count for this event is set at XXX (refer to accepted offer).
- c. Client agrees that the maximum reduction in the original contracted guest count is set at X% (refer to accepted offer).
- d. Guests added by contract amendment which increases the original contract guest count is subject to a 25% minimum non-refundable deposit (attrition rate for added guests is therefore 75% for such additions).
- e. Additions (added cost items not otherwise subject to other specific minimums such as special rental added by contract amendment are subject to a 50% minimum (50% non-refundable).
- f. Special purchase items, requested venue modifications are non-refundable. Special purchase items may be retained by Client if, when fully paid by Client.)

4. FINAL GUEST COUNT:

- a. Final contract guest count is due 15 days prior to your event date, at which time the final contract cost relative to guest count will be fixed.
- b. There is no refund or reduction in site related fees (if so delineated) due to any decrease in final guest count.
- c. For the purposes of establishing the cost per person for guest count reduction, the deductive cost will be based on the quoted cost per person (or 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). If so delineated, 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 are no refunds for a decrease in guest count related cost items made later than 15 days in advance of the event date. If you need to increase your guest count later than 15 days prior to the event, we will make every effort to accommodate your request.
- e. Settlers Creek creates all event hosting accommodations based on the final contractual guest count. Client is responsible for providing the final guest count to Settlers Creek.

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

- a. The site fee amount (if separately identified) is a fixed value.
- b. The estimate breakdown (if furnished) is informational only. The total event amount and total cost per person amount is specifically agreed as enumerated in the offer.
- c. Quoted cost per person for any additional guests added by client after the original contracted guest count is established is as identified in the offer.
- d. Unit rates (other than the established per person cost) contained within this contract (if so identified) 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" (Attachment 'G'): Cost as published for elected option(s) at the time of contract signing apply. Those items not so elected at the time of booking are subject to cost change consistent with the published rate sheets at the time of additional option are requested.

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- f. Event Options added to the original contract must be selected no later than 30 days in advance. Event options requested to be added after the original contract are subject to availability.

**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. All non-labor elements of the event are subject to a 6% Idaho Sales Tax.
- b. Catering and service fees are subject to a maximum of 15% gratuity unless otherwise stipulated in the offer.

**8. SITE FEE:**

- a. Established site fee (if quoted separately) is a fixed minimum amount.
- b. The site fee component of the cost per person (if quoted separately) is not refundable for and decrease in final guest count.
- 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 (if quoted separately) includes all water, power and other utilities necessary to host this event, including high speed wireless internet (upon request).

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

- a. Unless otherwise provided in the offer, the standard event duration is 6 hours (for non-wedding events, start of guest arrival to start of guest departure, for wedding events, from start of ceremony to end of reception).
- 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 event time if your event exceeds the limits established. Additional event time is billed at facility rate of \$500 per hour unless otherwise stipulated in the agreement.
- d. Unless otherwise stipulated in this agreement, events must end by 10:30pm on Fridays and Saturdays and 9:30pm on Sunday and Monday through Thursdays, New Year's Day until 1:30am per Settlers Creek's County Conditional Use Permit.

**10. REHEARSALS /PRE-EVENT ACTIVITIES:**

On-site rehearsal date and time, unless otherwise stipulated within the Agreement will be of a date and time determined solely by Settlers Creek. Settlers Creek will make every effort to coordinate a mutually agreeable date and time for both parties. However, Settlers Creek retains the right to schedule event rehearsals so as to avoid interference with other venue priorities. As such, event rehearsals may or may not be scheduled the day before the event date.

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

- a. It is Client's sole discretion and responsibility to request Settlers Creek to implement the a modified event plan, Plan "B" event plan (inclement weather) as or other planned contingencies as established. Appendix 'I' 'Weather and Event Plan Choice Authorization' form must be signed and provided to Settlers Creek a minimum of five (5) days in advance of the event. Special rental and or buyout items if so needed for Plan 'B' are subject to availability.
- b. 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.
- c. 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.
- d. For winter events, Settlers Creek will take reasonable and traditional measures to remove snow and provide access for vehicles and bussed transportation to the event location. There is no on-site buss parking permitted. Client expressly agrees that public road closures or other conditions that prevent, delay or otherwise complicated transportation to the facility shall not the responsibility of Settlers Creek or give rise to any contract reduction or credit.

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- e. 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.

#### 12. 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's equipment due to utility breaks, spikes power shutdowns, inclement weather or other conditions outside the direct control of Settlers Creek.
- c. Settlers Creek is not responsible for damage or theft of vehicle parked on its premises, including loss of personal property contain within such vehicles.
- 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 for client's event.

#### 13. 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 a group of guests are intoxicated, overly loud, aggressive, causing damage or creating, in the sole judgment of Settlers Creek, disruption to event operations or are abusive or threatening to any persons or property.
  - v. Expel any guests from the property who demonstrate behavior which in the sole discretion of Settlers Creek, is intoxicated, overly loud, aggressive, causing damage or creating, in the sole judgment of Settlers Creek, disruption to event operations or are abusive or threatening to any persons or property. and or violates the prohibited acts identified in this agreement.
  - 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 staff, furnishings, fixtures, equipment, rentals and other such resources, unless otherwise specified in the Agreement, are at the sole discretion of Settlers Creek based on its best judgment given the event type, final contracted guest count, event segments and other features of the event which are anticipated within this agreement.
- c. Client supplies, furnishing, fixtures and or equipment which are identified 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 so as to limit risks to finished banquet elements 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 before such participation is practical or possible. 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.

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

- a. 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 any contact terms and conditions which may affect or apply to them including but not limited to the above stated inherent risks as well as 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. Client assumes all liability for the acts of Client's Guest, event participants, members and third parties hired by Client to provide services. Settlers carries no insurance for acts of Client and those Client related parties.
- e. Client agrees to provide Settlers Creek with a special event policy or endorsement to Client's existing GL policy naming Settlers Creek as an additional insured. Such policy shall have a limit of \$1 million per occurrence and \$2 million aggregate.

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**15. 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. 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 beverages 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 provides a hosted Bar in accordance with the offer and this agreement.
  - ii. Settlers Creek provide a No Host or Cash bar (individuals pay by the glass).
- d. Should Settlers Creek agree (in writing) to allow Client to provide its own beer and wine, the following conditions apply:
  - i. Settlers Creek must serve all beer and wine beverages.
  - ii. 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.
  - iii. 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.
 

*No excess/unused beer and wine shall be returned to client.(If and when Settlers Creek agrees to serve client furnished beverage, it does so as a courtesy. The reasoning behind the paragraphs (d.) above having to do with ownership and return of unconsumed Client furnished beverages is the impracticality of accurate tracking of actual consumption of any given beverage type, management of inventory before and during the event and therefore possible client expectation of a remaining quantity. This condition can give rise to client claims. In an attempt to limit areas of unnecessary contention, Settlers Creek prefers not to take responsibility for Client’s beverages which it has only serving responsibilities and therefore requires that Settlers Creek take ownership of such beverages.)*
- 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 30 minutes prior to the schedules end of the event.

**16. FOOD & BEVERAGE/CATERING:**

- a. The placeholder menu, if included in this contract is not necessarily intended as the Client’s specific menu but rather to indicate the number of courses/food categories and relative quality levels. As such, such placeholder menu serves as a quality/cost guide in establishing & coordinating Client’s desired specific menu which is typically accomplished primarily during the planning process period. Additional cost should be expected should Client request quality level upgrades.
- b. Settlers Creek may prepare food overage at no additional cost to Client for, in part, service staff meals, vendors and other non-client personnel. Settlers Creek cannot provide Client with catering leftovers (if any).
- c. Food and beverages provided by Settlers Creek is solely owned by Settlers Creek.
- d. 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.
- e. 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.
- f. Unless otherwise stated in this agreement, appetizers are tray passed and main courses are buffet style with a live carving station for up to two (2) main proteins.
- g. Tray passed appetizers are served until allotted appetizers are consumed or until guests no longer are interested as solely determined by Settlers Creek.
- h. Tray passed appetizers are served in the designated cocktail hour event space only.

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- i. Main course buffet is available to guests for maximum 45 minutes from start of service or until consumed or guests no longer are interested as solely determined by Settlers Creek. Guests are welcome to 2nds if and as available.

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

- a. Client furnished foods must be first be expressly approved (in writing) by Settlers Creek. 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 Settlers Creek as agreed and documented in the event detail sheets. Cost, if any, to place Client furnished items shall be in accordance with the agreement.
- e. Client remains responsible to the safe storage, transportation and handling of such client furnished 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.

**18. CHILDREN:**

- a. Children not requiring seating and place setting are not charged.
- b. Children requiring seating and under the age of 13, if not otherwise stipulated, are charged 50% of catering cost. Catering cost if not separately identified will be assumed to be 25% of the established cost per person.
- c. Client is responsible for accounting, within the contracted guest count, children, client’s vendors or other attendees which require guest table seating and or other event hosting accommodations including food and beverage.

**19. CLIENT OWNED ANIMALS:**

- a. There is a On-Site Animal Fee (see option sheet) for Client animals approved to be on-site by Venue. Venue may or may not approve client’s request to bring dogs, horses and other 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. 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 plan.

**20. 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 60db at the property line.
- b. Client expressly agrees that Settlers Creek maintains complete control over sound levels and maintaining its sound policy shall not be cause for client to seek damages or other such claims.
- c. Refer to Appendix ‘D’ Entertainment and Sound Policy for detailed policy, limitations, terms and conditions related to entertainment and sound.

**21. CLIENT’S VENDORS:**

- a. All Client vendors which are requested to be on-premises must be approved by Venue. No exceptions.
- b. 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.
- c. 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.
- d. 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.
- e. DJs and bands must be approved in advance. This must be accomplished by a pre-event phone conference and or site visit by the vendor.

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**22. PROHIBITED ACTIVITIES/ACTS:**

- a. Throwing or tossing celebratory objects of any kind is prohibited (due to safety, clean-up, etc.)
- b. Off road vehicles of any kind.
- c. Driving, operating or tampering with any Venue equipment or vehicles.
- d. Passenger vehicles parking in areas not designated for parking.
- e. Firearms, fireworks or open flames of any kind.
- f. Dogs or pets of any kind without the expressed written consent of Settlers Creek.
- g. Smoking outside of the immediate designated area (smoking area is designated as the outdoor bbq area).
- h. Overly loud, obnoxious, confrontational, or aggressive behavior of any kind.
- i. Drunk or disorderly conduct as solely determined by Venue.
- j. Shoes and shirts must be worn at all times.
- k. Bare feet.
- l. Nudity.
- m. Entering non-event areas such as tool sheds, woodsheds, shops, animal areas, catering kitchens, private residences, ponds and or creek areas etc.
- n. Consumption of any distilled alcohol (hard) liquor on site.
- o. Minors entering designated bar areas serving alcoholic beverages.
- p. Underage drinking & sharing alcoholic beverage with minors.
- q. Littering.
- r. Bringing alcoholic beverages of any kind to the site unless otherwise included in this agreement.
- s. Urinating anywhere except provided sanitary event facilities.

**23. PARKING and TRANSPORTATION:**

- a. Guest vehicles are self-parked by guest and may not be specifically management 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 regarding bussed events, all buses must be taken off-site to an approved parking area in the nearby Coeur d'Alene area. Busses cannot remain on site or pull-over or park on the side of the County road at any time.
- e. There is no bus staging of any kind on site. Buses must be timed and coordinated with Settlers Creek. Close coordination is essential given the limited on-site space and County regulation. Buss engines must not be left running while loading or unloading of passengers.
- f. 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. Ready room food and beverages that are offered are by Venue courtesy only and NOT a contractual inclusion. Bride and Groom may request specific foods, snack and beverages and Venue will make efforts to provide them. However, all food and beverages and all other amenities extended to Client within the ready rooms is a courtesy, not a contractual obligation or entitlement.
- b. Ready rooms, as 'get ready rooms' ends at the start of ceremony after which entry and access by Client, Client's wedding party and or representatives is limited to removal of personal items. No further activities are permitted within the ready rooms once they are vacated for start of ceremony. After start of Ceremony, specifically ready rooms are not to be used for bathrooms, resting, personal grooming, childcare etc. Venue will be performing ready room breakdown and clean-up once they are vacated for start of ceremony.
- c. Requested beer and wine may be provided but are done so for refreshment purposes as a courtesy will be limited in quantity. The ready rooms are not to 'party' or significant drinking. These rooms are provided as a courtesy for a restrained and controlled activities which are limited to necessary wedding preparation.
- d. If so included, Client has access to the designated ready room for its assigned event guests, vendors and or wedding party. These areas are limited in their space and resources.
- e. Ready Rooms are for the immediate wedding party members plus a maximum of 4 family members total for bride & groom combined.
- f. Drinking alcoholic beverages in these areas are expressly limited to that which is controlled and served by Settlers Creek and included within the agreement.
- g. 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 30 minutes after the stipulated end of the event.

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**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. Tenting other than the primary event tent structure.
  13. Formal wedding planning services.
  14. Heating, air conditioning or environmental controls of any kind.
  15. Special inclement weather measures beyond available event tent.
  16. Valet parking.
  17. Custom décor or lighting.
  18. Officiate.
  19. On or off-site special transportation or mobility accommodations for elderly, impaired or handicap guests.
  20. Sales Tax, Gratuity.

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

- a. Planning sessions are held with the Client's established representative and a Venue planner at times as mutually agreed in person and or by video conference.
- b. It is the sole responsibility of Client to initiate, coordinate and attend planning sessions in sufficient occasions as necessary in order to properly plan and make necessary decisions in order for Venue to document and carryout Client's desired event attributes.
- c. 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 unless by formalized amendment(s).
- d. These planning notes are used for the purposes of documenting the personalized choices of the client regarding a variety of event details.
- e. Should there be a conflict in details between the Contract and Appendix 'B' with regards to items included in the Contract, the base 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 and payment for such contract amendments.

**28. EVENT PHOTOGRAPHY:**

- a. Settlers Creek shall be entitled to full resolution copies of all photographs taken on site for use as promotional materials. Such photos will be provided at no cost to Settlers Creek. Use of photography will be solely for use 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 so as to ensure that Settlers Creek is provided on-site related event photos within 180 days of the event. Such photos shall be in post-production, electronic/digital format.
- c. Client retains the right to choose individual photographs which is does not wish to provide to Settlers Creek.

**29. EVENT REHEARSAL:**

- a. Wedding events which include a ceremony are entitled to an on-site rehearsal time. Such on-site rehearsal time is limited to 2 hours in duration and shall be conducted in the planned ceremony area only.
- b. Client understands that due to the scheduling of events before and after Client's event date:
  - i. That Client's rehearsal time may be scheduled one or more days prior to Client's event date, in the morning hours (typically 10:00am to 12:00pm) on a day which another event is scheduled.
  - ii. That during the earlier preparatory hours of Client's event, another future event may be conducting its rehearsal (typically 10:00am to 12:00pm).
  - iii. The date and time of any rehearsal shall be mutually agreed upon between the parties.

Client Initials

**30. 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.

**31. FORCE MAJEURE/TERMINATION:**

- a. Should events beyond the reasonable control of the Settlers Creek LLC. 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 (10) unseasonable extreme inclement weather (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities restrictions (12) any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the event commercially impracticable, impracticable to operate, 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.
  - ii. The parties may mutually agree to re-schedule the event to another mutually acceptable date and time. Such re-scheduling option must be documented in writing.
  - iii. 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.
  - iv. Any deposits or payments made to Settlers Creek by Client up the date notice is given by either party shall not be refundable.
  - v. Client shall not be liable to Settlers Creek for cost incurred by Settlers Creek on behalf of Client after such notice is given as well as any amount which exceeds the amount of the deposit or payment made by Client.
  - vi. The Parties have an obligation under these terms to mitigate, manage or minimize damages to the other due to the invocation of this clause.
  - vii. 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. Additionally, Client shall be liable for any costs incurred by Settlers Creek beyond the amount paid up to the date of cancellation.
- c. Cancellation by Settlers Creek for convenience: Client is entitled to a full refund of all payments made to Settlers Creek. Settlers Creek's liability shall be limited to the refund of previously paid amount.
- 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 by not made within ten (10) calendar days of their due date will constitute non-payment. Non-payment by Client is considered a Client initiated cancellation. Any unpaid deposits and or balances due Settlers Creek remain due and payable.
- e. 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.
- f. Due to and exclusively for the Covid-19 crises, Settlers Creek agrees to allow Client, if so requested in writing, to re-schedule (defer) Client's original event date (one time only) to future date as late as the end of the following year's event season (October 15th) at no additional cost to Client. Such request to re-schedule the event must be received no later than 180 days prior to the established event date. Client may be required to pay any non-refundable special rental deposits or special purchase item deposits (if any). Re-scheduled event must be the same day of the week as the originally booked event, conditioned on venue availability. Original contracted and re-scheduled event dates remain subject to contracted terms including those terms relative to event minimums, guest count minimums, force majeure, and termination.**

**32. SEVERABILITY :**

The partial or complete invalidity of any one of more provisions of the documents which make up the entire agreement 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.

**33. Event Harassment:**

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 a 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, if involved, a senior management member of the vendor or sub-contractor.

**34. 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 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. 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 Initials \_\_\_\_\_

**Settlers Creek Special Event Venue**  
**Contract Terms & Conditions**  
**Acknowledgment & Agreement Signature Page**  
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**35. ACKNOWLEDGMENT, APPENDIXS & 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. *Event Offer (as accepted)*
- 2. *Event Cost Breakdown*
- 3. *Event Agreement Terms & Conditions*
- 4. *Appendix 'A' Base Event Standards*
- 5. *Appendix 'B' Event Planning Details (to be created during planning sessions)*
- 6. *Appendix 'C' Sample Menu (Place Holder)*
- 7. *Appendix 'D' Event Entertainment & Sound Policy*
- 8. *Appendix "E" Event Reception Layout Concept (to be created during planning sessions)*
- 9. *Appendix "F" Event Ceremony Layout Concept (to be created during planning sessions)*
- 10. *Appendix "G" Event Options (FYI)*
- 11. *Appendix 'H' Ready Room Food & Beverage Selections (to be created during planning sessions)*
- 12. *Appendix 'I' Weather & Event Plan Choice Authorization Form*
- 13. *Client Special Event Insurance Application Form*
- 14. ~~*Prospective Client Information Sheet with Selected Options and Venue Option Comments*~~

Authorized Client Representative:	Name:		Title	
	Sign		Date	
Settlers Creek Representative:	Name:	Chris J. Varela	Title	Manager
	Sign		Date	January 1, 2023

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