



Presents

Settlers Creek

&

*Discovery Fire Special
Event Venue*

As of:

January 1

2024

Public Event Terms & Conditions

For

Public Events

Located at:

The Special Event Property Known as Venue

5803 West Riverview Drive, Coeur d'Alene Idaho 83814

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1. TICKET PURCHASES:

- a. All sales are final. ~~When Client is satisfied with the proposed event agreement and wished to secure the event and associated date, Client and Settlers Creek will duly execute the full agreement and Client will pay the event deposits in accordance with the terms and conditions contained herein.~~
- b. There are no refunds or exchanges.
- c. Tickets are exclusively offered online.
- d. There are no on-site ticket sales.
- ~~e. Access to the venue is limited to ticket holders only.~~

2. TICKET COST:

- a. Quoted ticket price does not include the following:
 - i. Idaho state sales tax.
 - ii. Service fees.
 - iii. Merchandise.
 - iv. Alcohol beverages.

3. EVENT TIMELINE/HOURS OF OPERATION:

- a. As stated in the advertised event.
- b. Food service is during the first 3 hours of the event.
- c. The maximum time allocated for event guest departure is 15 minutes for attendees.

4. INCLEMENT WEATHER, PLAN 'B' AND WEATHER IMPACTS:

- a. This public event is rain or shine.
- b. The sole remedy for inclement weather is the 7,200 sq ft. special event tent.
- c. This venue is essentially an outdoor based event venue and as such inclement weather may necessitate changes in event segments, flow, features and or elements of the event are inevitable should inclement weather of any kind become a factor.
- d. Guest agrees that ticket costs will not be refunded or 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 Venue.

5. DAMAGE TO GUEST'S PROPERTY:

- a. Venue assumes no responsibility for any damage or loss of any merchandise, clothing or other valuables which guests brings to this facility. Guest accepts full responsibility for protecting its own valuables.
- b. Venue is not responsible for damage or theft of vehicles parked on its premises, including loss of personal property contain within such vehicles.
- c. Venue shall not be liable for Items left behind by guest. Venue makes every reasonable effort to secure items that have been found. Items found are placed in a lost and found area; However, Venue shall not be held responsible for these items.

6. VENUE'S RIGHT TO CONTROL & MANAGE EVENT:

- a. Venue retains the following absolute rights:
 - i. Refuse service to anyone for cause.
 - ii. Refuse to serve alcohol to any guests who appear intoxicated.
 - iii. Refuse to serve any alcohol if a group of guests are intoxicated, overly loud, aggressive, causing damage or creating, in the sole judgment of Venue, disruption to event operations or are abusive or threatening to any persons or property.
 - iv. Expel any guests from the property who demonstrate behavior which in the sole discretion of Venue, is intoxicated, overly loud, aggressive, causing damage or creating, in the sole judgment of Venue, disruption to event operations or are abusive or threatening to any persons or property. and or violates the prohibited acts identified in this agreement.

7. GUEST'S ASSUMPTION OF RISK:

- a. Guest 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, wild and domestic animal feces, rough wood surfaces, splinters, building components and site
- b. 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.
- c. Guest assumes inherent risks of the outdoor and rustic nature of the facility including, but not limited to proper shoes and other protective clothing. Guest will be solely responsible for minors, elderly, handicapped or

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impaired guests and to ensure they have proper care, chaperone, custodian care and or supervision under their control.

- d. Guest's duty to defend and indemnify Venue shall not be apportioned or reduced in any way by the negligence or other fault of Venue or their employees or agents or the fault or negligence of guest or its employees or agents, or any other third party except as prescribed by applicable Idaho statute or as set forth herein. Guest's obligation to defend, indemnify and hold Venue harmless shall include, but will not be limited to the reasonable hourly rate and expenses of Venues' 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.
 - i. Guest'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 Venue, or their agents or employees.
 - ii. If under the laws determined to be applicable to this paragraph, indemnification of concurrent negligence is valid to the extent of the negligence of guest, its agents or employees; except when negligence is not a requirement of liability.
 - iii. Guest's indemnification obligations as stated herein shall extend to claims occurring after this agreement is terminated as well as while it is in force.

8. BAR/BEVERAGES:

- a. Venue 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. Venue is not licensed for the sale or distribution of distilled (hard) liquors and therefore does not offer such. Correspondingly, Guest expressly agrees that guest will not consume hard liquor on the premise. Guest expressly agrees that Venue will not be held liable in any way for guest from consumption of such prohibited beverages and the inherent associated risks.
- c. It is understood and expressly agreed that guest will not bring onto the premises any alcoholic beverage (beer, wine or similarly licensed beverages). Venue may provide beverage service and support through a no-host bar.
- d. Venue must serve all beer and wine beverages.
 - i. Venue 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.

9. FOOD & BEVERAGE SERVICE:

- a. Venue does not have an allergy free kitchen such as gluten, nut free or similiar. Guest understands that the Venue's kitchen prepares all types of foods, and such facility regularly prepares foods containing: milk, eggs, fish, crustacean shellfish, wheat, soy, peanuts, tree nuts (including coconut) and other allergens. As such, Venue cannot take responsibility for cross contamination of such allergens used during the normal course of event food preparation and service. Venue recommends that should any guest or any related party have a known allergy to those allergens noted above or any other food or beverage item, that they refrain from consuming any foods or beverage which is produced by the Venue's kitchen.
- b. Event food service offering: Each event offers a particular range of included foods and beverages. Since Venue does not limit the number of times guests may consume any one particular items, there are circumstances in which, in particular nearing the end of food service, various offerings may be unavailable due to focused consumption by guests.
- c. Guests are only entitled to the food and beverage which is actually consumed during the normal course of food and beverage service periods; food and beverages not consumed by guests during the normal course of food and beverage service periods remains the sole property of Venue.

10. MINORS & CHILDREN:

- a. Children ages 5 and under are admitted at no cost (however must obtain a no cost ticket to be admitted).
- b. Children must be accompanied and supervised by the attending adult at all times.
- c. Ages of 6 to 13 will be admitted at the minor/child rate.

11. GUEST OWNED ANIMALS:

- a. No guest animals are permitted on the Venue grounds, including parking areas.
- b. Service animals are permitted and require proof of certification.

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12. 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 Venue.
- 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.
- t. Animals that are not service animals
- u. Wallet chains.
- v. Backpacks and or coolers.

13. PARKING and TRANSPORTATION:

- a. Guest vehicles are self-parked by guest and may not be specifically management by Venue.
- b. Venue is not responsible for damage to vehicles or stolen property while cars are located on the premise.
- c. Venue provides on-site bus management and on-site coordination for bussed events.
- d. Guest's vehicles or those owned or controlled by Guest'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.

14. EVENT EXCLUSIONS:

- a. Unless otherwise identified in the event description, the following items are not included in this agreement:
 - 1. Special utility needs.
 - 2. Special ambulatory and or accessibility accommodations.
 - 3. Distilled (hard) liquors of any kind.
 - 4. Plated meal courses.
 - 5. On-site or off-site transportation.
 - 6. Tenting other than the primary event tent structure.
 - 7. Heating, air conditioning or environmental controls of any kind.
 - 8. Special inclement weather measures beyond available event tent.
 - 9. Valet parking.
 - 10. On or off-site special transportation or mobility accommodations for elderly, impaired or handicap guests.

15. CHANGES TO SCOPE OF EVENT:

- a. Venue reserves the right to make alterations to the event features and attributes while remaining within the same or similar quality range as originally offered. Such changes shall not be cause for any refunds or discounts to guest ticket cost.

16. ACCESSIBILITY:

- a. Due to the natural topography of the Venue's expansive acreage, there is limited accessibility for those with impaired ambulatory ability.
- b. Motorized wheel chairs are permitted. However due to the primarily gravel substrate surfaces, travel can be cumbersome.

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17. FORCE MAJEURE/TERMINATION:

- a. Should events beyond the reasonable control of the Venue occur, 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 Venue's control (collectively referred to as "occurrences"), making the event commercially impracticable, impracticable to operate, illegal, or impossible to fully perform as the Venue originally proposed in it's advertisement:
 - i. The Venue may cancel the event outright in which case Venue will refund up to 50% of ticket cost.
 - ii. The Venue may opt to re-schedule the event to another date and time (roll-over) in lieu partial refund.
 - iii. Cancellation due to any of the occurrences as described above shall not entitle Venue or Guest to recovery of any direct, indirect, consequential or compensatory damages from the other.
- b. Cancellation by Venue for convenience: Guest is entitled to a full refund of all ticket cost paid to Venue. Venue's liability shall be limited to the refund of ticket cost.
- c. 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.

18. 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.

19. Event Harassment:

Venue 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, Venue 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 Venue employee, vendor employee, sub-contractor employee, or someone who is not directly related to Venue, will be reported to Venue senior management and, if involved, a senior management member of the vendor or sub-contractor.

20. Guest & Guest Decorum:

Venue is set within a scenic rural neighborhood. We respect the natural quite setting and the community around us and ask our Guests 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. Guest 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.

[FAQ and Highlights](#)

1. All sales are final.
2. There are no refunds or exchanges.
3. The event is rain or shine.
4. There are no sales at the door.
5. Food service operations are during the first 3 hours of the event.
6. No off-site food or beverage is allowed.
7. There are no food allergy accommodations.
8. Animals are not allowed (unless certified service animal).
9. Minors must be accompanied by an adult.
10. Smoking is to be in designated smoking area only.
11. Children ages 5 and under are admitted at no cost.
12. ACCESSABILITY STATEMENT

