

EARTHTREK EXPEDITIONS, INC.

PO Box 1010, Lotus, California 95651

(530) 642-1900

earthtrek-expeditions@hotmail.com

www.earthtrekexpeditions.com / www.colomaweddings.com

WEEKEND WEDDING EVENT CONTRACT

This contract defines the terms and conditions under which EarthTrek Expeditions and _____ (hereafter referred to as the CLIENT) agree to the CLIENT'S use of EarthTrek Expedition's facilities on _____ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by EarthTrek Expeditions and the CLIENT.

CLIENT INFORMATION:

CLIENT Name: _____

Address: _____

Telephone #: (Home) _____ (Work) _____

(Cell): _____

E-Mail Address: _____

Approximate Number of Guests: _____ (150 maximum*)

** Wedding guest counts larger than 150 require approval by EarthTrek Expeditions*

Proposed Event:

FACILITIES AND SERVICES PROVIDED BY EARTHTREK EXPEDITIONS

EarthTrek will provide the facilities and services described in this contract on the event date(s) noted. For weekend weddings, the CLIENT may arrive no earlier than 4:00 pm on Friday and be cleaned up and ready to check out around 1 PM on Sunday (unless other arrangements are made with EarthTrek). If arrangements are made to come in prior to 4:00 pm, EarthTrek cannot guarantee that the facilities will be thoroughly clean and prepared for setting up due to potential overlapping events. Time is required to clean up after past events, which is why 4:00 pm is the desired check-in time. All other outside services, facilities and arrangements for services shall be the responsibility of the CLIENT and be managed through a separate agreement.

EarthTrek has two refrigerators on the property. Depending on what the needed use is, EarthTrek will determine which refrigerator the CLIENT may use. Space is limited, so the refrigerator can only be used to store a reasonable amount of appetizers, chilled wine, desserts, flowers, and other related items. The refrigerator cannot be used to store all the CLIENT's guests' personal items in (except for medications/baby formula, etc.). Large amounts of beer and wine also cannot be stored in the refrigerator. The CLIENT will need to bring ice chests, ice, etc. to store beverages in. The refrigerator will remain locked at night.

WHAT'S INCLUDED IN THE BASIC WEEKEND PACKAGE

- Exclusive use of the venue from Friday afternoon to Sunday afternoon (exact times TBD) for up to 120 people
- Parking for approximately 60-70 cars (if done correctly)
- Restrooms and showering facilities
- 1 cabin
- Use of 5 cabin tents/river tents for wedding party/family to sleep up to a maximum of 20 people. Includes the camping fee for two nights for up to 20 people but does not include breakfasts.
- Ceremony chairs for up to 120 people
- Drinking water in plastic coolers and paper cups provided throughout the weekend for guests
- Wooden wedding altar on river front deck
- Burlap runway

Additional optional items available for an extra charge:

- For guest counts over 120 people: \$10 per person
- Breakfast: \$16 per person per meal (wedding couple is comped)
- Campground/facility use fee: \$10 per person per night

- Cabin Tent and River Tent Rentals: Ranges from \$60 to \$100 per night/per tent
- Whitewater Rafting: Pricing varies based on date, trip type, and total guest count (group discounts available)
- Propane heaters (fuel not included, you must provide your own propane tanks): \$30 per unit
- Bluetooth compatible speaker + microphone system (2 separate units available): \$50

EarthTrek does not provide decoration services or supplies, extra extension cords for DJs or live bands, cutting boards/knives/etc. for bartenders, cake cutting services or supplies, etc. EarthTrek also does not supply plates, utensils, cups, or anything relating to the rehearsal dinner, reception dinner, wine/beer bottle openers, appetizers, desserts, etc. The CLIENT is responsible for all supplies they will need for the event.

WHITEWATER RAFTING

For something extra special on your wedding weekend, the CLIENT can consider adding on a day of whitewater rafting. Please contact EarthTrek for options, pricing, and group discounts. Rafting trips will have to be arranged and confirmed with payment well in advance in order to guarantee availability.

RENTALS

The CLIENT (or catering service hired by the CLIENT) must provide plates, utensils, napkins, cups, bowls, linens, serving equipment, wine openers, etc. for the rehearsal dinner, appetizers, wedding dinner, and wedding dessert. EarthTrek does not provide any beverages (except drinking water in plastic coolers throughout the weekend with paper cups and beverages for breakfast if EarthTrek provides breakfast(s). EarthTrek provides all plates, utensils, etc. if providing breakfast(s). In the past, many wedding parties have rented needed items from a local company called El Dorado Hills Party Rental.

PETS

No pets are allowed on the property overnight, except service animals, unless an exception has been reached between the CLIENT and EarthTrek. Pets are allowed on the property for day use only but must remain on leash and it is the owner's responsibility for the behavior and clean-up of the animal. The CLIENT will be responsible and billed for damage done to the property by pets. No pets are allowed in the rental tents.

MUSIC AND ENTERTAINMENT

The proximity of local residences and businesses to EarthTrek property is such that venue sounds, specifically sound related to music, must be kept below certain levels. All amplified music and other loud commotions must end or be turned down to a level approved by EarthTrek by 10:00 pm.

ALCOHOLIC BEVERAGES/CANNABIS

As the host of a private party, the CLIENT acknowledges responsibility for the proper and lawful (21 years of age or older) consumption of alcoholic beverages and cannabis at EarthTrek during the duration of the event. Substances will be removed from anyone believed to be a minor or from any intoxicated person who poses a risk to themselves or others or EarthTrek property. The CLIENT agrees to fully cooperate and assist EarthTrek in enforcing the laws of the State of California and the policies of EarthTrek regarding the consumption of alcohol/cannabis. No self-serving of hard liquor is allowed on the property. No illegal substances allowed. There will be no smoking of any substance (cigarettes, hookah, cigars, cannabis, etc.) permitted inside EarthTrek's rental tents or around the kitchens or kitchen equipment.

RESPONSIBILITY AND SECURITY

EarthTrek does not accept any responsibility for damage to or loss of any articles or property left at the facility prior to, during or after the event by either the CLIENT, their guests, or vendors/ services. The CLIENT agrees to be responsible for any damage done to EarthTrek Expeditions, property within and its facilities made by the CLIENT, their guests, invitees, vendors, employees or other agents under the CLIENT's control. Further, EarthTrek shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the CLIENT, or any of his/her guests, invitees, employees or other agents from any accident or causality occasioned by the failure of the CLIENT to maintain the premises in a safe condition or arising from any other cause. This also includes incidents involving driving under the influence of drugs or alcohol upon traveling to or leaving EarthTrek Expeditions property.

LIABILITY INSURANCE

The CLIENT is required to provide Special Event Liability Insurance including Host Liquor liability, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name "EarthTrek Expeditions" as additional insured, and a certificate of insurance with an endorsement must be provided 3 days prior to the event to EarthTrek. It is the CLIENT's responsibility to submit proof of insurance on time.

MISCELLANIOUS

Guests or outside vendors/services of the CLIENT who plan on offering a service or goods of any kind must receive permission from the owner of EarthTrek (Jerry Ashburn) well in advance by phone or email.

EarthTrek does not require that the CLIENT have a day-of wedding coordinator, but EarthTrek does not provide any event coordinating services. It is the CLIENT'S responsibility to organize the event themselves or hire a service that will aid in any needed coordinating, event advising, decorating, etc. as well as provide direction for other vendors or other services. EarthTrek staff will be onsite for the entirety of the event and will fulfill the duties/services included with the venue wedding package as well as provide guidance relating to the venue itself, but EarthTrek does not provide any extra services unless otherwise discussed and arranged ahead of time. The CLIENT is renting the venue, so they are responsible for providing all items needed for the event (unless the item/service is provided by EarthTrek which is outlined in this contract).

The CLIENT is responsible for cleaning up their decorations, personal items, supplies, etc. after the event. The CLIENT is also responsible for hauling away their decorations, left-over food, beverages, etc. EarthTrek will clean up and dispose of general garbage/recycling, but due to limited dumpster space, the CLIENT must take large decorations and bulky items with them off-site. Failure to do so may result in an excess trash fee. The CLIENT and the CLIENT'S vendors will be responsible for cleaning up after their services.

It is the CLIENT'S responsibility to inform their guests about deadlines to register for services provided by EarthTrek, such as camping, breakfast(s), rafting, etc. The CLIENT will have the option to purchase camping/breakfast(s) for their guests or have their guests reserve camping/breakfast(s) with EarthTrek directly with a link to a reservation page provided by EarthTrek. Guests of the CLIENT will not be able to reserve rental tents and breakfast(s) last minute or upon arrival, they must pre-reserve with EarthTrek by the Wednesday before the scheduled event. Again, it is the CLIENT'S responsibility to inform their guests and provide them with the registration link in some manner such as email or on a wedding website created by the CLIENT. Any guests who do not pre-register by the deadline and consume a service provided by EarthTrek without paying will be added on to the CLIENT'S final bill.

Due to unpredictable river levels in the spring, the river tents and ceremony deck may not be available. If river levels are too high, it is impossible and unsafe to have these features available for weddings. EarthTrek reserves the right to make decisions relating to availability of river tents/ceremony deck.

Because the EarthTrek property is located in a floodplain, winter and spring flooding is a possibility. A flood may damage or impact the terrain, vegetation, and other features on the property. EarthTrek will by all means possible restore the property and features to the best of their ability by the date of the CLIENT'S wedding, but cannot guarantee the property will be fully restored or appear in the same condition that the CLIENT saw it in before booking. The CLIENT understands that they are hosting their wedding at a venue in a river floodplain and understand all the risks associated with doing so.

DEPOSITS AND PAYMENT AGREEMENTS

The total base cost for use of EarthTrek Expeditions and its included facilities described in this contract is \$_____ for wedding events not exceeding 120 guests (additional charges apply for wedding groups in excess of 120 people). To officially reserve services on the dates requested, EarthTrek requires this contract be signed by both parties and an initial deposit of \$1,000.00 received. A second deposit of fifty percent (50%) of the remaining estimated balance, including estimated costs of optional ad-ons, is due 90 days prior to the event date. Payment of the remaining balance, with adjustments for final numbers/services, is due on Sunday (or may be paid anytime in advance if the CLIENT prefers) before the CLIENT or whoever is responsible for the final payment leaves the property. Any deposits and payments will be made by certified or bank check made payable to “EarthTrek Expeditions”, major credit card, or cash on the schedule noted below:

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Initial Deposit	\$1,000	with signed contract
Second Deposit	_____	_____
Remaining Balance	_____	_____

EarthTrek will contact the CLIENT to confirm final numbers on the guest count as well as confirm the guest count for any breakfasts. The CLIENT must provide the final guest count for breakfast the Wednesday before the scheduled event. After that deadline passes, there will be no refunds if guests do not show since food/supplies have to be purchased in advance. If the breakfast guest count exceeds the deadline count, the excess guest counts will be added on to the final bill. Final guest numbers for the ceremony must also be reported by the Wednesday before the scheduled event.

CANCELLATION POLICY

In the unlikely event the CLIENT should cancel, the deposit is nonrefundable (unless EarthTrek determines an exception, the CLIENT reschedules to another date, or the date is rebooked with another client). EarthTrek shall have the right to terminate this contract if the CLIENT fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply. In the case of potentially dangerous conditions including flooding, hazardous lightning storms, fires in the immediate area that are a risk to the local/immediate area and evacuation orders/warnings have been initiated, EarthTrek will make acceptable exceptions to the cancellation policy. Unfavorable temperatures, rain, or smoke from a fire that is not in the immediate area are not considered events that fall under the cancellation policy. Since EarthTrek is a 100% outdoor venue, the CLIENT acknowledges the risks of having a wedding in an outdoor setting (rain, hot/cold temperatures, smoke from fire season, etc.). If cancellation is due to the events eligible in the cancellation policy, EarthTrek will either try to reschedule the CLIENT to an available weekend or refund in full the amount that has already been collected

from the CLIENT and the CLIENT'S guests. EarthTrek is not responsible for refunding the cost of any service that is being directly provided by the CLIENT, such as DJ services, flowers, wedding photography, etc.

The CLIENT shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without the written consent of Earthtrek Expeditions.

Contract Signature

This contract constitutes the entire agreement between EarthTrek Expeditions and the CLIENT and becomes binding upon both parties when signed.

The CLIENT:

Name: _____

Signature: _____

Date: _____

EarthTrek Expeditions:

Name: Jerry (Gerald) B. Ashburn (Owner)

Signature: _____

Date: _____