

EARTHTREK EXPEDITIONS, INC.
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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 groups larger than 150 require approval by Earthtrek Expeditions

Proposed Event(s):

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 yet for setting up due to 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 managed through a separate agreement.

BASIC WEEKEND PACKAGE

- Exclusive use of the venue from Friday afternoon to Sunday afternoon (exact times TBD)
- 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 up to around 20 people. Includes the 2 night camping fee for up to 20 people but does not include breakfast(s).
- Ceremony chairs for up to 100 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:

- Breakfast: \$14 per person per meal (wedding couple is comped)
- Camping facility fee: \$10 per person per night for guests camping Friday and/or Saturday night
- Cabin Tent and River Tent Rentals: Ranges from \$60 to \$100 per night/per tent
- Propane heaters: \$50 per unit (must be arranged in advance), pricing may vary based on current propane fuel costs.
- Bluetooth compatible speaker + microphone system (2 separate units available): \$50

EarthTrek has two refrigerators on the property. Depending on what the needed use is, EarthTrek will determine which refrigerator the CLIENT may use. The refrigerator can only be used to store beverages, appetizers, 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.). The refrigerator will remain locked at night.

EarthTrek cannot allow the use of decoration supplies, extra extension cords for DJs or live bands, cutting boards/knives for bartenders, cake cutting etc. EarthTrek also does not supply plates, utensils, cups, or anything relating to the rehearsal dinner, reception dinner, 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 should 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 set up 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. EarthTrek does not provide any beverages (except drinking water in plastic coolers throughout the weekend and except if we provide breakfast). 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, except service animals unless another arrangement has been reached between the CLIENT and EarthTrek. If an amendment is made, pets must remain on leash and it is the owner's responsibility for the behavior and clean-up of the animal. No pets are allowed in the tents unless the pet is kept in a kennel or some other type of enclosure.

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/ETC.

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. Alcoholic beverages/cannabis 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, 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 of arrival by phone or email.

EarthTrek does not require that the CLIENT have a day-of wedding coordinator, but EarthTrek does not provide any day-of 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).

It is the CLIENT's responsibility to inform their guests about deadlines to register for services provided by EarthTrek, such as camping, breakfast(s), 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) when they arrive, 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.

Deposits and Payment Agreements

The total base cost for use of EarthTrek Expeditions and its facilities described in this contract is \$ _____ for wedding events not exceeding 100 guests (additional charges apply for wedding groups in excess of 100 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.

A second deposit of fifty percent (50%) of the 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 is due on Sunday after the wedding ceremony and reception before the CLIENT or whoever is responsible for the final payment leaves the property. If the CLIENT would like to pay the estimated remaining balance before the event they may do so, but they must contact EarthTrek to discuss. Any Deposits and payments will be made by certified or bank check made payable to "EarthTrek Expeditions", 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, fires in the immediate area that are an immediate risk to the local area, or hazardous lightning storms, EarthTrek will make acceptable exceptions to the cancellation policy. Unfavorable temperatures or smoke from a fire that is not in the immediate area are not considered events that fall under the cancellation policy. 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.

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: _____