

Unity Ranch Booking Contract

Unity Ranch, LLC. (hereinafter referred to as Unity Ranch), and

_____ (hereafter referred to as the Tenant agree to the Tenant's use of the Unity Ranch's facilities on _____ (reception/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 Unity Ranch, LLC. and the Tenant.

Tenant Name(s):

Address:

Telephone #: (H) _____ (W) _____ (C) _____

Email Address: _____ Contact Person Name: _____

Phone: _____ Proposed Event: _____

Approximate Number of Guests: _____

You have selected the following areas for your event at Unity Ranch:

White Barn - *Cocktail, Desserts/Cake and Dancing*

Small Lawn Area - *Ceremony*

Outside the Barn Under Lights - *Dinner/Reception*

Silo - *Drinks/Bartending*

Horse Stall Bar - *Drinks/Bartending*

The venue described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents, or sub-contractors resulting from your use of venue.

Rental Deposit and Payment Agreement:

Unity Ranch does not charge rent, to reserve services on the date/s requested, the tenant will donate to “Free Will Organization” according to the payment schedule below. Unity Ranch requires this contract be signed by Tenant and initial booking deposit payment of \$_____ half of the total rental fee which is Non-Refundable. Payment of the remaining balance of the rental fee is due sixty (60) days in advance of the event. Deposits and payments to be made by cash or personal check (made payable to Free Will Organization) on the schedule noted below. A receipt from Free Will Organization will be provided for all payments for your donation.

Total Rental Fee: \$_____ Rental Deposit Paid: _____

Remaining Balance: _____ Due Date: _____

Please return the signed rental agreement to Unity Ranch, P.O. Box 1167 Valley Springs, CA 95252 Reservations are made on a first-come, first-served basis. We will book your date upon receipt of your Deposit.

Date Changes and Cancellation Policy:

1. Changes: In the unlikely event the Tenant is required to change the date of the event or Wedding, every effort will be made by Unity Ranch to transfer reservations to support the new date. The Tenant agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Tenant. The Tenant further understands that last minute changes can impact the quality of the event and that Unity Ranch is not responsible for these compromises in quality.

2. Cancellation: In the event Tenant cancels the event, Tenant shall notify Unity Ranch immediately in writing or by email. In the event Tenant cancels the event less than six (60) days prior to the event, Tenant shall forfeit 100% of the rental fee. More than (60 days prior to event, tenant shall receive 50% of rental fee (booking deposit non-refundable.

CONDITIONS of USE: Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas provided to the Rental Space and building. This includes but is not limited to playing extra loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere inside any of the structures, only in designated areas. The Rental Space must be cleaned and returned to a condition at the end of an event to a reasonable appearance as it was prior to the rental. Tenant is responsible for the removal of all decorations and trash from the event, trash to be bagged up and left by dumpsters provided on site.

EVENT SET-UP LIMITATIONS:

1. All property belonging to the Tenant, Tenant's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Tenant need earlier access for set-up purposes, this can be arranged. The Tenant is ultimately responsible for property belonging to the Tenant invitees, guests, agents, and sub-contractors.
2. Rental items must be scheduled for pick-up day of the event, unless arranged otherwise.
3. Alcohol service must stop no later than 10:00 PM (or maximum of 5-hours if occurring sooner).
4. Music (DJ or live music) must stop no later than 10:00 PM
5. All guests must be off the Unity Ranch premises by 11:00 PM the day of the event (except clean-up crew, with all clean-up to be done by 12:00 am).

SITE VENDORS:

Caterers: Unity Ranch has a list of approved caterers to choose from. We allow outside catering companies with approval process by Unity Ranch. All caterers must follow all rules and regulations. All caterers must provide the required liability insurance.

Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.

All event trash must be disposed of in the designated areas at the conclusion of the event.

ALL vendors must adhere to the terms of our guidelines, and it is the Tenant's responsibility to share these guidelines with them.

WEDDING CEREMONY: Tenant is responsible for providing ceremony officiate and ceremony music.

WEDDING REHEARSAL: Rehearsals may be held on-site. The date and time is to be coordinated with and approved by Unity Ranch.

RESPONSIBILITY AND SECURITY: Unity Ranch does not accept any responsibility for damage to or loss of any articles or property left at Unity Ranch prior to, during or after the event. The Tenant(s) agrees to be responsible for any damage done to the Unity Ranch by the Tenant(s), his guests, invitees, employees, or other agents under the Tenant(s) control. Further, Unity Ranch 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 an act or omission of the Tenant(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Tenant(s) to maintain the premises in a safe condition or arising from any other cause, The Tenant(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Unity Ranch for any such loss, damage, or injury of claims and demands against Unity Ranch for any such loss, damage, or injury of the Tenant(s), and hereby agrees to indemnify and hold Unity Ranch and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE: (Force Majeure) The performance of this agreement by Unity Ranch is subject to acts of God, war, government regulations or advisory, disaster, fire, accident, or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Unity Ranch. Should the event be cancelled through a Force Majeure event, all fees paid by Tenant to Unity Ranch will be returned to Tenant within sixty (60) days or Unity Ranch will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY: Tenant agrees to indemnify and hold harmless Unity Ranch, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Tenant and Tenant's guests, invitees, agents and sub-contractors.

SEVERABILITY: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INSURANCE: Unity Ranch shall carry liability and other insurance in such dollar amount as deemed necessary by Unity Ranch to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third-party suppliers/vendors used or contracted by Tenant shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Unity Ranch which shall be named as an additional insured for the duration of this Contract. If third-party suppliers/vendors do not carry their own liability insurance policy, third-party suppliers/vendors will sign a release of liability waiving on its behalf all claims and demands against Unity Ranch and its staff for any such loss, damage, or injury of claims and demands against Unity Ranch and hereby agrees to indemnify and hold Unity Ranch and harmless from all liability of any such loss, damage or injury to their persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

CLEAN-UP: Tenant shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to the Tenant, Tenant's invitees, guests, agents, and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Unity Ranch. Should the Tenant need special consideration for the removal of property beyond the rental period, this can be arranged in advance. Unity Ranch is not responsible for any property left behind by Tenant Tenant's guests, invitees, agents, and sub-contractors. The Tenant is responsible for any and all damages to Unity Ranch Venue and surrounding site. It is the Tenant's responsibility to remove all decorations and return the Venue to the condition in which it was received.

RESERVATION OF RIGHTS: Unity Ranch reserves the right to cancel agreements for nonpayment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Unity Ranch as set-forth in this Agreement are in addition to any rights or remedies which may be available to Unity Ranch at law or equity.

JURISDICTION: The Parties agree that this Agreement will be governed by the laws of the State of California. The Parties consent to the exclusive jurisdiction of and venue in Superior Court of Calaveras County, California and the parties expressly consent to personal jurisdiction and venue in said Court. Tenant agrees to pay reasonable attorney's fees incurred by Unity Ranch associated with any breach of this Agreement.

ALCOHOLIC BEVERAGES: Unity Ranch will not pick up or sell any alcoholic beverages – It is understood and agreed that the Tenant may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.
2. Tenant shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. Tenant hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who appears to be over intoxicated.

4. Tenant hereby expressly grants to Unity Ranch, at Unity Ranch's sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the Unity Ranch representative in charge, the licensed and bonded Bartender and/or the security officer(s) if the person(s) is over intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.

5. Tenant hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Tenant's function or event.

Additional Notes

RESERVATION PROCESS: A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm reservation of Unity Ranch. The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Tenant: _____ Signature: _____ Date: _____

Unity Ranch: _____ Signature: _____ Date: _____

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new "flameless candles" which are battery operated are permitted for use.

CHILDREN: Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules (Children are not permitted near/inside brown barn, creek, rocks, animal area, zipline platform or private residence).

PLEASE RESPECT STRUCTURES AND NATURE! We would greatly appreciate it if people did not disturb plants, rocks, trees or other natural gifts including old barn and structures. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds. Please dispose of ice in designated areas.

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will most likely be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions. When questions arise, do not designate any member of your bridal party or vendors as your liaison.

COURTESY PROTOCOL: Unity Ranch reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES: We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop off their rentals.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: Decorations, signage, electrical configurations or construction must be pre-approved by Unity Ranch. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Tenant(s) and the venue.

Note – The only adhesive material allowed on the walls is drafting tape which will not damage surfaces.

No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location.

The use of birdseed is permitted only outside for wedding and reception farewells. Rice, confetti, fake flower petals, balloons and/or glitter are prohibited. Sparklers and bubbles are permitted in designated areas.

ALL DECORATIONS MUST BE APPROVED BY UNITY RANCH.

EVENT ENDING TIME: All events must end by 10:00 PM to comply with Calaveras County sound ordinances and in order to allow for clean-up and closure of the site by 12:00 AM.

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the premises that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Unity Ranch dumpsters or designated area.

GUESTS: Please keep in mind when inviting guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

HANDICAP ACCOMMODATIONS: We provide designated lawn parking and dirt/gravel walkways throughout the designated event area along with suitable portable restroom facility. Motorized and transport chairs can easily navigate the designated event area.

MUSIC AND ENTERTAINMENT: Due to the proximity of Unity Ranch to the local neighborhood, sound considerations can be a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. A Unity Ranch event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Unity Ranch reserves the right to require the Tenant(s) to lower the sound level or cease playing music, in its sole discretion.

PARKING: Parking is available at the designated lawn area near the goat run. Handicap accessible parking spaces are provided at the posted areas in the parking area along the goat run. Parking is not permitted on the main gravel road or main public road.

PETS: No pets are allowed, however, a family pet who is involved in an event will be considered with our recommended day of wedding doggy service provider. Please ask for info.

PHOTOGRAPHY/VIDEO: The natural settings here at Unity Ranch are maintained for the enjoyment of all events. We reserve the right for each Tenant the opportunity to use designated areas for wedding/reception photograph sessions. All times for utilization of different areas at Unity Ranch will be coordinated with the schedule for each venue's Tenant. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by Unity Ranch. It is the Tenant's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by Unity Ranch planning staff.

SIGNAGE: You may post your group's sign or decoration at the front entrance on Hogan Dam Rd., but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

SMOKING: Unity Ranch is a non-smoking facility. However, for your convenience, ash and water buckets will be provided for permitted smoking in designated areas only.

CATERING: Caterers and catering vehicles and/or equipment must be set up in the pre-approved designated area.

SPEED LIMIT: The speed limit at Unity Ranch is 5 mph and is strictly enforced for the safety of your guests and all staff.

TABLES AND CHAIRS: Folding Tables and Chairs provided for up to 125 guests. Additional tables and chair provided by client.

Note: If chairs/tables are included in the rental, the 60-inch diameter round tables (seats 8) and 96-inch by 30-inch rectangular tables (seats 8).

TOILETS: The venue has adequate portable toilet facilities for their occupancy. All Toilet facilities are handicap accessible. The option for upgrade to luxury portable trailer is available, additional fees apply.

WEATHER: The weather is usually suitable for inside and outside events from May until October. Should there be inclement weather on your reserved day, we will approve your last-minute rental of tents, canopies or heaters, provided they are set-up at an acceptable location.

BROWN BARN: Ceremony and photos are only permitted outside the brown barn (no inside access).

WEDDING REHEARSAL: In order to not conflict with other venue rentals, rehearsals are planned for Wednesday evenings (unless a different date is approved). Unity Ranch does not accommodate food or drinks. The ranch must be vacated after completing the rehearsal program.

EARLY SET UP: Early set up can be arranged the day before event as long as there aren't any other events taking place.

LOGISTICAL PLANS: The Unity Ranch planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

WEDDING POLICY AND GUIDELINES AGREEMENT: I have read and understand the policies concerning events held at Unity Ranch. I agree to uphold them and ensure that contractors and members of the event party and will abide by the policies.

I understand it is my responsibility to inform any/all third-party and vendors that they must also conform to this set of guidelines.

Initial: _____