SIKES ADOBE HISTORIC FARMSTEAD Site Use Agreement for Wedding Ceremonies and/or Receptions

12655 Sunset Drive, Escondido, CA 92025 Email: dvidal@sdrp.org Phone: (760) 432-8318

This Agreement is made effective as of	_, by and between the Sa	n Dieguito
River Park Joint Powers Authority, owner of the Sikes Adol	be Historic Farmhouse, an	d
(names of clients)		<u>-</u>

The Sikes Adobe Historic Farmhouse is a circa 1870s historic farmhouse with period furnishings. The parties to this Agreement understand that the site has limited modern appurtenances, and the attraction of the site is that it is historic and rustic. Weddings and wedding receptions will not be held indoors, even in the event of rain. All weddings and wedding receptions will take place on the grounds outside the Farmhouse. This Agreement is an agreement to rent this outdoor venue only for a wedding and/or wedding reception. The bride and groom are responsible for arranging and providing everything else they may desire, at their cost - all decorations, seating, tables, dance floor, music, food and drink, outdoor lighting, etc.- using our Preferred Vendor list.

GENERAL GUIDELINES

Appearance of Site:

• Premise must be used as is on the day of the event, and must be kept in the same condition in which it was found.

Public Access:

 The Sikes Adobe Historic Farmstead is open to the general public, and often various events are planned at the Farmstead. Once this Agreement is signed and your deposit is received, your event date will be reserved so that no conflicting event can be scheduled for the same time. A complimentary docent-led tour of the farmhouse for your guests one hour before the ceremony is included with the rental of the facility, upon request.

Pets and Animals:

• With the exception of service animals, no pets are permitted within the Sikes Adobe Historic Farmhouse picket fence area.

Releases:

• The release of doves, butterflies, or any other animals is strictly prohibited.

Decorations:

- Artificial petals/leaves, glitter, confetti, rice, balloons, fireworks (including sparklers), tikitorches, and hanging signs on the outside of buildings or on plants or trees is not permitted. Bubbles, flowers and flower petals are permitted, but must be cleaned up thoroughly after the event.
- The grounds may not be chalked or otherwise marked to direct guests to your location.
- Birdseed is not permitted for use at the Farmhouse site at any time.

• The Farmhouse staff will place wedding location site signage to direct guests to the agreed upon site.

Smoking:

• Smoking is not permitted anywhere on the site.

Parking:

- There is an unpaved parking lot located to the north of the Farmhouse, which the wedding party and guests may use.
- There are a few limited spaces directly adjacent to the Farmhouse for service vehicles, deliveries or handicapped parking.

Contact Information:

• The Sikes Adobe Historic Farmhouse requests that all contact information, including email address, phone number, and mailing address, be updated as client information changes in order to better serve you, the client.

What the Sikes Adobe Historic Farmhouse will provide:

The Sikes Adobe Historic Farmhouse will only provide the venue. Everything else, with
one exception, is the responsibility of the Client. The Client recognizes that the Sikes
Adobe Historic Farmhouse is a historic and rustic setting and there is no flush toilet on
the site. If the Client desires, the Sikes Adobe Historic Farmhouse will arrange to
provide a rental flush toilet for the Event date. There will be an additional \$250 charge
for this service.

Venue Guest Capacity:

• This is an outdoor venue, located inside the picket fence area outside the Sikes Adobe Historic Farmhouse. Capacity is 120 guests total.

BOOKING

Deposits:

- A 50% non-refundable deposit is due upon signing which locks in your date.
- A refundable \$350 security deposit is required; it will be refunded if no damages have been incurred to the Farmhouse site by the client or the client's guests or vendors, and the site was vacated at the time specified and all balances are paid in full.

Reservation Process:

- A rental contract must be signed, guidelines initialed and signed, as well as appropriate deposits submitted in order to confirm facility use.
- All remaining deposits are due 90 days prior to the scheduled event date. For events booked less than 90 days in advance, all fees are due at the time of contract signing. If the final payment is not received 90 days prior to the event, the contract will be considered canceled and the Sikes Adobe Historic Farmhouse will be entitled to retain all of the Deposit as liquidated damages.

Cancellation:

• If after the initial date of contract, up to 90 days prior to the event, you should cancel the rental agreement, the Sikes Adobe Historic Farmhouse will retain the non-refundable portion of the deposit.

- If you should cancel the rental agreement between 90 days and two weeks prior to the event, the Sikes Adobe Historic Farmhouse will retain the non-refundable portion of the deposit and 20% of the rental fee.
- For cancellations and postponements made within two weeks of the event date, the Sikes Adobe Historic Farmhouse will retain the full amount paid.
- Last minute cancellations of outdoor rental sites due to inclement weather will not be considered for refunds.

Rescheduling:

• The Sikes Adobe Historic Farmhouse permits you to reschedule your event once without penalty up to 120 days prior to the original event date pending availability.

Refund Process:

 Please allow 4-6 weeks for any refunds, including security deposits or cancellations, to be processed.

Unforeseen Events:

 The client cannot hold the Sikes Adobe Historic Farmhouse responsible for failure to provide the basic facilities and services due to emergencies, catastrophes, or interruptions of public utilities. In this event, the Sikes Adobe Historic Farmhouse will allow you to reschedule if possible, with no penalty.

Final 30 Day Detail Appointment:

- The Final Detail Appointment is required 30 days prior to the event. Please set this appointment with the Sikes Adobe Historic Farmhouse ASAP.
- We request you bring all pertinent information with you to the appointment, as it will be the final scheduled appointment with the Sikes Adobe Historic Farmhouse staff prior to the event.
- At this appointment we will review and approve all logistical plans, including photography, chair set-up, the choice of caterer, rental company, decorations, entertainment, and all set-up and delivery/pickup schedules.

WEDDINGS

Ceremony Sites:

 The rental fee for use of the Sikes Adobe Historic Farmhouse grounds is for a five hour block of time, which allows for setup, seating of guests, ceremony, photography session, reception, clean-up and departure.

Event Coordinator:

- The client is required to designate a licensed, professional, insured Event Coordinator
 who is not involved in the wedding party who will be present on the day of the event
 throughout the rental period.
- This coordinator must be present with the client at the Final Detail Appointment.

Rehearsal:

• The rental fee includes a one-hour rehearsal, pending availability. Booking must be made when signing the contract.

Transportation:

• Limousines are permitted in the parking lot only. They may not load or unload in front of handicapped parking space or in the service delivery area.

Music:

Music must be approved prior to the event due to the nature of the historic site.

RECEPTIONS

Food and Beverage:

- Clients may select any caterer from the Preferred Vendor List when holding a wedding, reception or other event at the Sikes Adobe Historic Farmhouse. Under no circumstances may a caterer not on the Preferred Vendor List be used unless you have contacted the Sikes Adobe Historic Farmhouse and received approval.
- Preferred Vendors must have a completed and approved Preferred Vendor Application on file with the Sikes Adobe Historic Farmhouse.

ABC Permit:

• The Client or his/her caterer is responsible for obtaining a Limited Special Occasion Permit from the Department of Alcoholic Beverage Control: A limited special occasion permit authorizes the permittee to bring fortified wine and spirituous liquor onto the premises of a business, with the permission of the owner of the property, and to serve those alcoholic beverages to the permittee's guests at a reception, wedding, party or other special occasion being held there. To apply for this permit online, go to www.abc.ca.gov.

Caterer Responsibilities:

- If your event is catered, your catering company is responsible for the set-up, break-down and clean-up of the catered site. (If it is not catered, the client is nevertheless responsible for all clean-up of the site and returning it to its original condition).
- The caterer must provide staff from the beginning to the end of your event.
- All event trash must be disposed of off-site in a legal, appropriate location.
- All caterers must have a copy of the ABC permit on premises.

EVENT LOGISTICS

Event Setup:

- Vendors (florists, bakers, musicians, rental company, etc) must adhere to the terms of our guidelines, and it is the client's responsibility to share these guidelines with them.
- Setup for your event may not begin before the contracted rental time on the day of the
 event
- Any vendor, coordinator, or other guests that arrive early to begin setup before the designated setup time will be asked to return at the appropriate setup time.
- Decorations, supplies, rentals, musical instruments, and/or other items are not permitted on the site prior to the contracted rental time.
- Clients must notify the Sikes Adobe Historic Farmhouse of any vendors needing assistance via the service road. Details will be given at the 30 Day Final Detail Appointment.

Decorations:

• Signs, banners, or additional decorations may not be taped, nailed, stapled or otherwise fastened to the Sikes Adobe Historic Farmhouse property. All decorations must be removed from the rented site at the conclusion of the event.

Event Breakdown:

• The event must conclude no later than 10 p.m. All clean-up must be concluded and everything that has been brought to the site must be removed by 11 p.m.

Publicity:

 Once your event is contracted, use of the Sikes Adobe Historic Farmhouse name is permitted only to announce the location of the event. The invitation can in no way imply that the Sikes Adobe Historic Farmhouse is sponsoring the event.

Courtesy Protocol:

The Sikes Adobe Historic Farmhouse reserves the right to request any person or group
of people acting unruly or contrary to rental regulations to leave the premises.
Assistance from law enforcement agency may be required if this request is not met
immediately.

Photographer Protocol:

- Photographs can be taken within the area contracted for the wedding ceremony and/or reception during the clients' designated rental time.
- A portrait session for engagement or bridal portraits is included with the rental fee. The session is one-hour long, and must be scheduled with the Sikes Adobe Historic Farmhouse in advance.

Liability:

- The client cannot hold the Sikes Adobe Historic Farmhouse, San Dieguito River Park
 Joint Powers Authority, its Board of Directors, staff or volunteers, liable from suit,
 actions, damages and expenses in connection with personal injury, illness, or property
 damage or theft resulting from the use of the Sikes Adobe Historic Farmstead property
 (including the Farmhouse and parking area).
- The Sikes Adobe Historic Farmhouse is not responsible for personal articles left unattended during an event or left after the conclusion of the event.
- The client must obtain one-day event insurance that names the San Dieguito River Park Joint Powers Authority has additionally insured.

Arbitration:

Any controversy or claim relating to this agreement shall be settled by Binding Arbitration, in accordance with the rules of the American Arbitration Association with an authorized Arbitrator. Said Arbitrator shall be mutually selected and agreed upon by both parties. Arbitration shall take place in the City of San Diego, San Diego County, California. The prevailing party in the dispute will be refunded all legal and court expenses by the opposing party.

Indemnification:

• The Client agrees to indemnify and hold the Sikes Adobe Historic Farmhouse and the San Dieguito River Park Joint Powers Authority harmless from all liabilities, costs, claims

and expenses, including reasonable attorney fees incurred, in connection with or as a result of Client's use and occupancy of the premises, including but not limited to an act or omission associated with the use, services, or consumption of alcoholic beverages.

This Agreement shall be governed by the laws of the State of California.

ENTIRE AGREEMENT

The undersigned have read this agreement, understand its terms, and agree to be bound thereby. Any additions, deletions or revisions must be made in writing, or transmitted via email, and approved by all parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

Executed on		
Date		
Bride's Information: Name:		
Address:		
City:		Zip:
Phone:	Cell Phone:	
Email:		
Groom's Information: Name:		
Address:		
City:		Zip:
Phone:	Cell Phone:	
Email:		
Primary Contact Information: Name:		
Address:		
City:		Zip:
Phone:		
Email:		
Event Coordinator Information: Name:		
Address:		
City:	State:	Zip:
Phone:	Cell Phone:	
Email:		
Rehearsal Date:	Rehearsal Time:	

Wedding Date:	Wedding/Reception Ti	me:
Cost to rent the venue for a 5 hou	ur block as noted above is \$2,500.	
To Hold Site: Non-Refundable Deposit \$ 1,250	Date Paid:	
Security Deposit \$350 90 Day Final Deposit \$1 250	Date Paid: Date Paid:	
oo bay i mai bopooli \$1,200	Dato Faid.	
Payment Information: Visa, Maste	ercard, or Personal Check	
Name on Card:		
Card Number:		
Expiration Date:	Security Code:	Amount:
If payment is made by check, in Powers Authority.	t should be made payable to: Sai	n Dieguito River Park Joint
Signature of Client's Representat	ive:	
Printed Name of Client's Represe	entative:	_
Approved By:	IVER PARK JOINT POWERS AUT	
SAN DIEGUITO R	IVER PARK IOINT POWERS ALIT	HORITY

Version: February 09, 2016

Final Detail Appointment Checklist	
Date of Appointment:	
Attendees at Appointment:	
Name of Coordinator:	
Name of Officiate:	
Vendors:	
Photographer:	
Musician:	
Florist:	
Caterer:	
Rental Company:	
Other:	
Flush toilet rental: Y / N	
Signed by:	
Approved by:	