

Wedding & Event Rental Agreement

This contract is an agreement between you, the booking party (undersigned) and Cowlitz Falls Lavender Company, a DBA of Claibourn Investments, LLC also referred to herein as the “venue,” “we,” or “farm.” Willful violation of this policy may result in cancellation of the booking with no refund at the time the violation occurs. You agree to the terms of this agreement by purchasing and/or booking the service.

Rehearsals & Viewing: Rehearsals are not a requirement of our farm, but can be scheduled if you would like one. Up to 30 days prior to your scheduled event you may schedule a rehearsal or tour the property for planning purposes this includes all package levels. Rehearsals cannot interfere with other booked events.

Catering: The venue does not provide catering services. You may obtain your own catering service; however, the venue cannot provide any services to the caterer such as water, power, or remove grey and black water. Caterers must be self-supporting and remove all of their pre and post-consumer generated waste and/or garbage. Ingress/Egress and parking of any catering vehicle **MUST** be done under the direction of farm staff to avoid damage to crop, structures, underground utilities or irrigation systems that the staff has intricate knowledge of. Caterers must carry liability insurance at the standard level of at least two million dollars listing “Claibourn Investments, LLC DBA Cowlitz Falls Lavender Company” as additionally insured. Caterers shall not be allowed on our property should we not have this on file prior to the event.

Staffing: We provide no setup or cleanup services other than described in this agreement. In general, if cleanup is required by our staff, the time clock will be utilized and the booking party will be invoiced for labor at the rate of \$120 per hour with a one hour minimum in addition to any mileage or dump fees. Failure to pay for cleanup services will result in collective actions.

Throwing Items: We allow flower petals, lavender buds (available in bulk). These items can be easily mowed or mulched. Other throwing items need to be approved prior and will need cleaned up if authorized. We do not allow synthetic products to be thrown.

Cleanup: Pack it in, pack it out- and within your booked timeframe. Unless your booking included the optional trash service limited to one can and two liners, you must take all items you brought and trash generated with you when you leave. If special decorations, archways, etc. or wedding props were created just for your event and you no longer would like them, you can certainly ask and we would consider keeping some props. Examples: Hay bales used for seating/props we would gladly add to our compost and could offer assistance by loading them with our tractor, a sturdy log or branch archway could be stored and offered for another wedding party to use some day but debris like streamers, plastics, food waste, table settings, and other refuse must be removed.

Smoking/ Vaping: Vaping devices and chewing tobacco *are* permitted; however, due to the extreme fire dangers present, **smoking is not permitted anywhere on the property.** This includes any burning or smoldering item or apparatus. Arriving guests who may have not known of this policy prior to arrival may dispose of their cigarettes in the specific cigarette container located by the restrooms.

Pets: Only service animals are permitted in the field. All pets on the property must be on a leash and in constant control of the owner. You agree to hold Cowlitz Falls Lavender Company and Claibourn Investments, LLC harmless against any and all claims or damages resulting from your choice to bring or allow a guest to bring an animal to your booked event on our property. In general, in the summer it is hot on our farm and you are responsible for letting your guests know to leave their dogs at home and that they cannot be left in their vehicles. Any unattended pet seen by us left in a vehicle will result in notification of the sheriff's office.

Parking: Parking in our maintained grass pasture is provided and will be marked, the area for parking is expandable from 1-2 acres and will be sufficient for all bookings. Parking is not permitted on access roads, driveways, approaches, exits, or by the barn or other service areas except for loading and unloading purposes. Contact us for assistance for those with special needs or limited mobility, they do not have to have a disabled tag. For example, if someone is unable to walk from our parking area to your event we will gladly show you where they can drive to get right up to your event.

Noise/Music: We try to maintain a harmonious co-existence with our rural neighbors, because of this all music or "party" noises must cease by 9:00 PM. Acoustic or lightly amplified music may continue until 10:00 PM. In addition Lewis County requires a "music festival" permit for all public music displays in excess of four hours, this is your responsibility to obtain prior to the event if this would be applicable to you.

COVID: Cowlitz Falls Lavender Company is required to follow current Covid-19 guidelines. Please ensure your event is meeting the most current requirements for an outdoor venue.

Cancellation: Cancellation notices must be made in writing to cowlitzfallslavender@outlook.com or mailed to 136 Falls Road Randle, WA 98377. Cancellation request dates are defined as the date of postmark (for US Mail) or date of sending for email. Cancellations less than 180 days prior to the event are non-refundable. Cancellations greater than 180 days prior to the event are refundable at 95% of the total booking fee. The 5% allows us to maintain a cost neutral position for losses incurred by credit card processing, booking fees, and labor associated with scheduling, booking, recording, and accounting for the event.

Damage Deposit: We currently do not require a damage deposit, you will however be invoiced for all damages arising from or in connection to your booked event. You agree to pay for all damages arising from or in connection to your event to include damage to other persons or property.

Vehicles: All vehicles must be off of the property the same day of your event. In the event a vehicle must be left (medical or other reason) contact MUST be made with staff to arrange. Vehicles left in excess of 24 hours without notice of extenuating circumstances will be towed at the owner's expense without further notice.

Fireworks: Currently fireworks displays are not allowed on our property. Sparklers are allowed with prior authorization so we can provide a sand bucket for disposal and extinguishing agents. Some months are VERY dry for us.

Firearms & Other Weapons: We support your right to legally carry firearms or other legal personal protection devices.

Camping: If provided in your booking package; camping includes one night in our designated camping area only. Camps may be established the day of the event after 1:00 PM. Dry camping only (no water, power, or sewer.) Fires are allowed in designated fire pits only and in accordance with Lewis County outdoor burning guidelines and restrictions. During burn bans, only propane grills are allowed outdoors for cooking. Noise restrictions still apply and all camps must be broken down by 11:00 AM the day after your booking.

Building Use: Our structures currently only support farming operations and are not able to be included for use in your booking for any purpose. If rain is expected please make appropriate plans to support this.

Medical Needs: In the event of a medical incident, ACTIVATE 911 FIRST, additional help may be summoned from staff only after activating 911 first.

Fire Incidents: Fire extinguishers are located in the grey barn and well house area. In the event of a fire, ACTIVATE 911 FIRST, additional fire suppression abilities can be provided by staff during the summer months, but contact 911 first ideally sending an additional person to notify staff.

Indemnity: By purchasing and/or booking this service you understand and agree to all terms. You further agree to hold Claibourn Investments, LLC DBA Cowlitz Falls Lavender Company, its employees, members, owners, contractors, vendors, and/or property owners harmless against any theft, loss, cost, or damage(s) of any kind (including outside attorneys' fees) arising from or in connection to your event.