

# Cowlitz Falls Lavender Company

## Service, Event, and Rental Agreement

This agreement is between you, the booking party and Cowlitz Falls Lavender Company, a DBA of Claibourn Investments, LLC also referred to herein as the “our,” “staff,” “venue,” “we,” or “farm.” Breach of this agreement may result in the immediate cancellation and forfeiture of the booking with a refund subject to the cancellation policy timeframes.

**Photography Policy:** You agree to adhere to our photography policies, available to view or download on our website.

**Rehearsals & Viewing:** Rehearsals can be scheduled if you would like one. You may schedule a rehearsal or tour of the property for planning purposes up to 30 days prior to your booking, this includes all package levels. Rehearsals or viewings may not interfere with other booked events out of respect for those customers.

**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 unless specifically mentioned in the service or arranged with additional payment beforehand. We cannot under any circumstances 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 to set up on our property if we have not received a copy of this prior to the event.

**Staffing:** We provide no setup or cleanup services other than those described in this agreement or in the description of your specific service, event, or rental. In general, if additional 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 to be cleaned up completely. We do not allow small synthetic products to be thrown period.

**Cleanup:** Pack it in, pack it out- and within your booked timeframe. Unless your booking included an optional trash service limited to the specific amount described in the booking, 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 or one time use items 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 JUNE, JULY, AUGUST, & SEPTEMBER.** Disposing of cigarette butts on the ground or any other form of littering will not be tolerated. 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 and entrance. Please police your guests and inform them of the agreement you have entered and the details of this policy. Fires started on our property by smoking will be rather expensive, you are responsible for all losses, damage, injury, and other associated extinguishment costs.

**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 willful choice to bring or allow a guest to bring an animal to your booked event on our property. In the summer it can be extremely hot on our farm and you are responsible for letting your guests know it is best to leave their dogs at home. Any unattended pet seen in a closed vehicle with an ambient temperature of 60 degrees F or higher will result in immediate notification of the sheriff's office, life threatening instances with failed attempts to easily and quickly find the owner may result in the forced removal of a window by our staff additionally our farm shall not be liable for the expense of repair.

**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 and blocking is not permitted on access roads, driveways, approaches, exits, or by the barn or other service areas except for short duration 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 a person is physically unable to walk from the parking area to your event we will gladly show you where they can drive to get them right up to your event, but the vehicle will need to be returned to the parking area. Some additional exceptions to the parking policy are provided to photographers.

**Noise/Music:** We try to maintain a harmonious co-existence with our rural neighbors, because of this all loud 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 any current COVID mandates. Please ensure your event is meeting the most current mandates for an outdoor gathering, if applicable.

**Cancellations & Refunds:** Cancellation notices must be made in writing to [info@cowlitzfallslavender.com](mailto:info@cowlitzfallslavender.com) or mailed to 136 Falls Road Randle, WA 98377. Cancellation request dates are defined as the date and time of postmark (for US Mail) or date and time the email was received indicating the request to cancel the booking. By booking with us online you have already agreed to the terms of our cancellation policy at checkout, we are providing this additionally as reference. We are charged processing fees at the time of your payment and those fees are not returned to us by our processor if issuing you a refund; therefore, we will not return your payment in full.

Additionally, as your scheduled date approaches we are less likely to refill the cancellation so the following cancellation terms apply with no exceptions:

>90 days:	95% Refunded (covers our processing fees)
30-45 days:	70% Refunded (covers our marketing labor to re-book)
10-30 days:	40% Refunded (covers paid advertisements to re-book)
1-30 days:	20% Refunded (covers additional promotion to re-book)
<24hrs:	0% Refunded (covers our complete loss of the booking)

Any sublet services we secure for your booking e.g. officiant, portable restroom rentals, props, tables, equipment, etc. may also have cancellation fees due to them by us as a result of your cancellation. Any non-refundable fees or deposits made by us for your service, event, or rental shall additionally be subtracted from your total refund amount at cost, if any. Refunds will be issued following our final invoice settlement with any sublet service or equipment provider, if applicable.

**Weather Related Cancellations:** You acknowledge that Cowlitz Falls Lavender Company is in no way in control of the weather and that in Washington State the weather may be unpredictable in all months. Cancellations due to perceived or actual weather or air quality conditions are still subject to the cancellation terms in this agreement.

**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. Any repairs made by us to property, terrain, crops, or structures will be billed at a labor rate of \$120/hr, repairs requiring machinery or tractor work will be billed at a rate of \$150/hr.

**Vehicles:** All vehicles associated with your service, event, or rental must be off of the property the same day of your event, excluding pre-approved overnight camping. In the event a vehicle must be left (medical or other reason) contact MUST be made with staff to notify us of the situation and formulate a plan. Vehicles left in excess of 24 hours following the end of the booking without notice of extenuating circumstances will be towed at the owner's expense without notice by the first available towing company. We are not responsible for any costs associated with removal or storage of the vehicle.

**Fireworks:** Currently fireworks displays are not allowed on our property. Sparklers are allowed with prior authorization so we can adequately evaluate current fire and weather conditions and provide a sand bucket for disposal and water extinguishing buckets. Some months are VERY dry for us and every afternoon has mild wind, all requests are evaluated on a case by case basis.

**Firearms & Other Weapons:** We support your rights and those of your guests to legally carry firearms or other legal personal protection devices. Weapons not on your person MUST be secured properly. Openly carrying firearms is allowed, but discouraged.

**Camping:** If provided in your booking package; camping includes one night in the designated camping area only, unless otherwise specified. Camps may be established the day of the event after 1:00 PM. Dry camping only (no water, power, or sewer.) Refill water is available at designated location on demand. Fires are allowed in designated fire pits only and in accordance with Lewis County outdoor burning guidelines and restrictions. Portable propane fire rings are allowed with approval and proper site

selection. During burn bans, only propane grills or fires are allowed outdoors for cooking or ambiance. Noise restrictions still apply and all camps must be broken down by noon the day following your booking.

**Building Use:** Our structures currently support farming operations only 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 with event tents, all event tents MUST be securely staked to the ground. We do not have changing or dressing areas designated on site, but some limited accommodations can be made.

**Medical Needs:** In the event of a medical incident, ACTIVATE 911 FIRST, additional help may be summoned from staff only after activating 911 first. Address 136 Falls Road Randle, WA “at the lavender farm”

**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. Address: 136 Falls Road Randle, WA “at the lavender farm”

**Indemnity:** By purchasing and/or booking a service, event, or rental you understand and agree to all of the above 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 activities, service, event, or rental. If special event or other coverage is required for your activities, service, event, or rental, you understand you are responsible for obtaining coverage and listing Claibourn Investments, LLC DBA Cowlitz Falls Lavender Company as additionally insured.

**By booking or purchasing a service, event, or rental, you have been notified of this agreement. By checking the mandatory box (clickwrap agreement) and continuing the checkout process you have agreed and fully commit to the terms of this agreement for the selected service, event or rental.**