

Rental Agreement



Renter Name(s): _____
(organization or individuals)

Main Phone Number: _____ Cell Phone: _____

Email Address(s): _____

Mailing Address: _____
Street City State Zip Code

Rental Dates: 3:00 PM check-in on _____ 11:00 AM check-out on _____

Estimated Number of Guests: _____ (150 maximum)

Number of Overnight Guests: _____ (11 maximum)

Person supervising: _____

Day-of Phone Number: _____

Dated: _____

PONDVIEW, LLC, an Oregon limited liability company
Mailing Address: 31721 SW Firdale Road, Cornelius, OR 97113-6249
Physical Address: 32000 SW Firdale Road, Cornelius, OR 97113
971-221-8495 503-504-0962

By: _____
"Pondview" "Renter"

PAYMENT, DEPOSIT & CANCELLATION A rental deposit is required at the time of reservation. The balance is due 90 days prior to the rental. Failure to pay rental balance in a timely manner may result in the cancellation of your rental and forfeiture of your deposit. All cancellations are subject to a cancellation fee. If guest cancels 180 or more days in advance, the full deposit will be returned, less a \$100 service charge. If cancellation is received less than 180 days prior to the rental, renter will be charged the full amount of the rental booking. Pondview will not provide a refund in the case of inclement weather. In the event of weather or other safety related issues that limit access to or use of the facility, the liability of Pondview is limited to a refund of the amount already paid by you, the guest. Additional changes to the contract may be subject to a fee. After your rental, we will inspect the property. If everything is satisfactory, your \$1500 security deposit minus any damages will be mailed to you. If there is damage, you will be notified in writing. On average the deposit will be returned within 2 weeks. You can make payments by check or PayPal.

ADDITIONAL FEES You may incur additional fees for the following:

- If you pay by PayPal there will be a 3% processing charge added to the invoice.
- There will be a 3% fee added to the overnight portion of your stay for lodging taxes.
- If you come before or leave after your contracted time you will be charged \$100 for every 15 minutes unless otherwise approved by the Pondview Manager.
- Breach of contract issues on an individual basis.

CONSULTATION One consultation, follow up visit and pre-rental visit are provided without charge and must be scheduled with Pondview. Any subsequent visits are subject to charge and must be scheduled with the manager, including vendor deliveries and visits. You can book visits here: thepondview@gmail.com or call.

REHEARSAL We do not provide time outside of the contracted timeframe for a rehearsal, like deliveries, this must be done within the check-in and checkout times on your contract.

FOOD, BEVERAGE & VENDORS Pondview does not provide catering services. Options include working with one of our partners, hire an outside caterer or use the kitchen facilities to serve food yourself. You are ultimately responsible for cleanup and building security at the end of the rental. If you are using a caterer, please coordinate accordingly.

- Pondview reserves the right to refuse use of certain caterers, designers, rental companies, disc jockeys, bands, or any other party or vendor supplying goods or services.
 - All deliveries and pick-ups should occur during an agreed upon time. Any deliveries and or pick-ups occurring at time other than specifically stated in contract may be subject to a fee.
 - The person in charge may not leave until the rental has concluded, and cleanup has been performed to the Pondview staff satisfaction. Cleanup must take place during the time that has been rented by the client, and the client is responsible for any fees for time overage incurred by their vendors.
 - Caterer must be in receipt of the above rules and regulations and acknowledge that any and all contracts for services relating to the rental are subordinate to this agreement.
 - Limited parking for vendors and/or guests may be available in front of the barn at 32110 SW Firdale Road, with prior approval.
 - If a vendor shows up before the check in time or leaves outside of the contracted time, a fee will be taken out of the deposit unless previously approved by the Manager.
- **DELIVERIES** Deliveries must be made within the check in and check out times as listed on this contract. Please do not ask to come in earlier than your check in time or have things picked up later than your checkout time. We have very specific cleaning and maintenance schedules in order to have the space looking it's best. You or your representative must be present to sign for all deliveries. Please make sure all delivery trucks stay on the pavement or the parking lots. Pondview will not be responsible for items left behind. Setup is not allowed until the check in time as listed on the contract. Pondview does not provide storage before or after the rental. All decorations, props, rented furniture, beverage dispensers, and personal belongings must be removed at the end of the rental. Pondview will work with the rental coordinator regarding any questions that may arise with your vendors.

DECORATIONS Decorations may not be fastened to the walls with thumb tacks, nails, staples, push pins, or masking tape. Candles must be completely enclosed in a glass or non-flammable holder. There is often a breeze at Pondview, plan decorations and centerpieces accordingly, low and heavy centerpieces work best. Tablecloth fasteners are suggested. The use of fireworks, sparklers, tiki torches, or any fire related products are prohibited unless special arrangements have been made with Pondview. No rice, birdseed, bubble solution, confetti, glitter, silly string, sparklers, or fireworks are permitted anywhere on the property. Immediately following the completion of the function, all decorations, trash, or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, consult with a Pondview representative. Failure to do this may result in damages and/or excessive wear and tear that will be taken out of the deposit. Do not place ice chests/coolers inside on the wood floors, laundry room only. Do not drag furniture across the floors. Any flower pedals need to be cleaned up.

LAWNS The lower lawn in front of the Pondview gardens have a sprinkler system and requires strict adherence to the following: No driving onto the lawn. Nothing can be staked into this lawn: tent stakes, garden hooks, etc. If moveable sprinklers are moved, water to them needs to be turned off (they are on timers). Please return them to their original location and turn water back on.

PETS Pets are not allowed on the premises at any time. If certified service animals are expected please notify Pondview ahead of time. If a pet is to be part of the wedding party, prior approval is required.

SAFETY You are responsible for all people and property associated with your rental. We recommend you designate someone to monitor your rental and take responsibility for any safety or security issues. If, in the opinion of Pondview, your rental requires security due to alcohol use, public access, high value items, among other things, you may be required

to provide professional security personnel. You are responsible for the safety of you and your guests. All guest behavior must be monitored to ensure that no dangerous activity occurs.

Specifically:

- No portion of any passageway or exit door may be blocked or obstructed in any manner and no exit door shall be blocked, hidden, or bolted from the inside while the facility is in use.
- No person shall be allowed to wander beyond the premises.
- All traffic circulation shall be controlled to ensure safety.
- We will occasionally have mole/gopher traps in the lawn or fields. Do not disturb the traps. Watch children.

Any issues with safety or facility shall be immediately reported to the manager. If no one is immediately available, call a Pondview representative at 971-221-8495 or 503-504-0962.

POND SAFETY:

- Children shall not be allowed to play around the pond without adult supervision. Life jackets are required. Guest assumes responsibility for their safety.
- Always swim with a buddy: do not allow anyone to swim alone.
- Never leave a young child unattended near water, and do not trust a child's life to another child; teach children to always ask permission to go near water.
- Have young children or inexperienced swimmers wear USCG approved life jackets; but do not rely on life jackets alone.
- Maintain constant supervision. Avoid distractions when supervising children around water.
- A throwable device is on the pier. A limited amount of life jackets and boat cushion are in the garage at Pondview, which are available for use at your own risk.

FARMING AREA The guest hereby recognizes that the property is located in a farming area, and that all farming activities take precedence over any activities at the property. Any dust, noise, smell or other intrusion caused by farming in the area may not be complained of and will be tolerated.

NOISE Pondview requires a noise reduction time of 9:30 PM. After 10 PM, no music or other noise may occur that can be heard more than 50 feet from the house itself. Management may use a Decibel (Db) meter to measure sound levels. Peak levels must not exceed 85 Db before and 80 Db after 9:30 pm. No honking or noisy send off's after 10pm.

SMOKING Pondview is a non-smoking facility. Absolutely no smoking is allowed inside the house on the property. If cigarette butts are found on the property you will be charged out of your security deposit for cleanup.

PARKING If more than 20 vehicles are expected, you will need to provide parking attendants. It is critical that guests are made aware of the boundaries of the parking areas, and that no neighboring properties are trespassed upon. They will need to insure that:

- roads and drives are not blocked
- no one parks or drives on the green lawn
- double parking does not occur
- safe speeds are followed
- the parking lots are uneven and sometimes may have large holes, let guests know to plan accordingly

There are two options with parking attendants:

- Provide your own: Attendants will need to arrive 30+ minutes prior to guest arrival time to go over parking instructions.
- Hire attendants through a valet service.

INSURANCE REQUIREMENTS Please note that most homeowner/company policies are able to provide the required insurance. You will need to provide proof of insurance 60 days prior to your rental. Client agrees to provide a certificate of general liability insurance in an amount of not less than \$1,000,000 (one million dollars) covering the rental and naming Pondview, LLC. as additional insured. Your insurance agent or websites such as wedsafe.com or privaterentalinsurance.com may be helpful.

ALCOHOL POLICY Only wine and beer are allowed at Pondview during your stay. You do need Host Liquor Liability Insurance. This can be provided by the caterer or person that will be serving the alcohol with an OLCC license, or included on your Certificate of Liability Insurance.

- You must provide Pondview proof of \$1,000,000 (one million dollars) of host liquor liability insurance naming Pondview as additional insured.
- If alcohol is available the service must cease 30 minutes prior to the end of the rental, no later than 9:30 PM.
- Alcohol is never permitted on a self-serve basis, and you may not leave bottles on the tables for guests to serve themselves. The bar staff must take precautions not to over serve, and alcohol service to visibly intoxicated guests is not permitted.
- At no time is self-service alcohol, including keg or bottled beer, allowed.
- Alcohol may only be served by OLCC licensed servers.
- Licensed servers who are not part of your caterer's staff must provide their name, phone number, and a copy of their OLCC server's permits to Pondview 60 days prior to your rental.
- Insurance can be purchased at wedsafe.com or privaterentalinsurance.com

CLEAN UP You are ultimately responsible for cleanup and building security at the end of the rental. If you are using a caterer, please coordinate accordingly. Refer to the following list of requirements to be completed before the checkout time listed on this contract. Pondview will launder any linens.

- Client, or catering staff is responsible for setting up, and putting away all furniture used for the rental. In-house furniture must be returned in the manner in which it was found.
- Client and/or caterer are responsible for all food and beverages. Food may be delivered on the day of the rental. It will be predetermined during the site inspection where items will be placed. After rental everything must be cleaned and removed. All kitchen surfaces must be wiped down, and left as clean as they were found prior to the start of the rental.
- Remove all equipment, decorations, food, and personal items.
- Wash and put away any kitchen items that have been used and wipe down the countertops, ovens, refrigerators, sinks, floors.
- Vacuum, or sweep floors as needed.
- Pick up all litter inside and out.
- Pick up and put away all inside toys and pond items (if used).
- Put rags in the laundry room.
- Any client leaving excessive trash is subject to additional charges. All or a portion of the security deposit will be withheld if the Facility is not adequately cleaned, or if damage occurs.
- Client must finish the clean-up no later than the time the client has identified as the ending time for his/her rental.
- All garbage must be put in black garbage bags and left under the carport area. Recycling should be separated and labeled as such.
- All decorations must be taken and removed from the facility by check out time. All flower petals need to be cleaned up within the timeframe of the contract.
- Pondview will not be responsible for items left behind, before, during or after a rental.
- Turn off lights and lock the doors behind you.

MISCELLANEOUS POLICIES

- Pondview staff may enter any of the rented premises at any time on any occasion.
- Pondview reserves the right to take photographs of rentals for its own records and for use in future advertising.
- In the summer the sprinkler system runs daily in order to keep the lawns green. With prior arrangements with Pondview, they can be adjusted so they will not interfere with your rental.
- Landscape maintenance schedules must not be interfered with and may start as early as 8am.
- CLIENT must make sure that the number of guests does not exceed the stated amount; if this occurs you may be charged accordingly.
- Pondview retains no responsibility for items brought onto the property, or for any items not removed at the conclusion of the rental. Rental companies must remove items in a timely manner, and at a time occurring during regularly scheduled business hours. Items not removed within 24 hours will be disposed of.
- Electric power limitations do exist, please schedule accordingly.

- Pondview representatives will have items ready for use but will not be setting up, taking down or moving items unless contracted to do so with a signed addendum. We will be available for check in, check out and available as needed for any questions relating to the property. At the end of the rental the tables, chairs and any other supplies will need to be put back where they were on arrival. Pondview does not provide ladders, hammers, tools, etc.
- You are using the space as is, Pondview does not take individual requests for adjustments to the property.
- A maximum of 11 overnight guests in the Pondview home is included in rental fee. Additional overnight guests will incur additional charges.
- Two porta-potties will be on location at Pondview. Any additional porta-potties will be at guests expense.
- When you arrive at Pondview, enter through the black door on the front deck. The key code will be the last four digits of your reservation. After entering the four digits, press the lock symbol to unlock the door.

INDEMNIFICATION User agrees to defend, indemnify and hold harmless Pondview and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by Pondview or its employees, arising from client's acts or omissions under this Agreement or any act or omission of clients vendors, employees, contractors, or persons attending the meeting or rental with the express or implied permission or invitation of client, except as may arise from the negligence or willful misconduct of Pondview or its employees. Pondview will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. Contract signer will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

Rental Fee: \$ _____

Cleaning Fee: \$ 300 _____

3% Lodging Tax x # of nights _____ = \$ _____

Other: \$ _____

Total rental Fee: \$ _____

Refundable Security Deposit: \$ 1500 _____

Total Due: \$ _____

25% of Rental Fee \$ _____ due at signing paid _____

75% of Rental Fee \$ _____ due _____ paid _____

Refundable Security Deposit \$1500 due _____ paid _____

Received: \$ _____

Date Received: _____

Host Initial: _____ Renter Initial: _____