

**THIS SERVES AS A SAMPLE CONTRACT.
ROOM RATES/DATES/INFO HEREIN ARE SUBJECT TO CHANGED
BASED ON EACH CLIENT'S NEEDS.**



MARINA VILLAGE CEREMONY SITE AGREEMENT

CLIENT#: ABC01A

Smith/Jones Wedding
NAME

Susie Smith
CONTACT

1936 Quivira Way
CURRENT MAILING ADDRESS

San Diego CA, 92109
CITY, STATE, ZIP

619-222-1620
TELEPHONE

619-222-1732
ALT. TELEPHONE

BRIDE: Susie Smith

GROOM: Jack Jones

DATE OF FUNCTION: August 13, 2010 TIME: 2:00pm-5:00pm

TERMS & CONDITIONS

1. CLIENT reserves the NORTH LAWN for the three-hour period above at a rate of \$600.00 for the North and South Lawns. There is a \$100.00 discount on the fee for the use of the grounds for clients who have booked their reception with Marina Village. The fee includes an arch and 100 chairs for the lawn. Folding chairs should not be used for people of exceptional weight or stature. Additional chair requirements must be procured from Marina Village. This contract is for the period and location as defined below, rain or shine. The CLIENT, CLIENT'S Guests and Vendors, may commence set up / decoration no earlier than the prescribed rental period commencement time and must complete their event and have all of their decorations, equipment, etc., removed from the site within the reserved time period. In the event of inclement weather, on the day of the event, Marina Village will make every effort to make available another location for the ceremony, however, does not warrant or guarantee the availability of an alternative site. If an alternative site is located, there will be a \$100.00 set up fee for this alternate site. A deposit of fifty percent of the fee is required to reserve a ceremony site.

Should either party cancel this event after seventy-two hours after execution of this contract, liquidated damages shall be paid by the canceling party to the non-canceling party at the time of the cancellation. This amount is agreed not to constitute a penalty. Payment due as a result of cancellation of the contract under this provision shall be made by the canceling party to the non-canceling party at the time the contract is canceled by written notice in accordance with the following schedule: 1) cancellation date is ninety (90) calendar days or more prior to the date of the function, 25% of the total lawn charges; 2) cancellation date less than ninety (90) calendar days but greater than 60 calendar days from the date of the function, 50% of the total lawn /

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courtyard charges; 3) cancellation 60 days or less prior to the date of the function, 100% of the total lawn/courtyard charges.

2. CLIENT agrees to rent from Marina Village equipment under the following terms and conditions:

_____ @ \$ _____ per item = \$ _____

3. Unless caused solely by Marina Village Conference Center's gross negligence, any and all damage to the grounds or rental equipment shall be the responsibility of CLIENT to repair or replace. Any disruption of the CLIENT services are the CLIENTS sole responsibility. Repair and replacement cost shall be deducted from CLIENT's rental damage deposit. The client accepts the premises in an "as is" condition. Client must submit a list of any discrepancies in the condition of the site to Marina Village prior to the event.

4. Any labor required by Marina Village personnel to clean the grounds will be done so at a charge of \$25.00 per labor hour. Any charges outlined below (i.e. removal of trash, confetti, etc.) will be in addition to the \$25.00 per hour labor rate.

5. The use of confetti, rice or birdseed is prohibited on the grounds. If this occurs, there will be a charge in the amount of \$50.00 deducted from the room rental damage deposit.

6. There will be a charge of \$5.00 per bag of trash not disposed of. This charge will be deducted from the room rental damage deposit.

7. Marina Village reserves the right to collect from CLIENT any charges and/or damages not covered by the room rental damage deposit incurred by CLIENT's use of the grounds and equipment.

8. Marina Village Conference Center and CLIENT agree that not all buildings and grounds of Marina Village are accessible to disabled persons, and that Marina Village Conference Center shall bear no responsibility for ensuring that its buildings and areas are accessible to disabled persons.

9. CLIENT shall indemnify, defend, and hold Marina Village Conference Center harmless from and against any and all damages, losses, claims, judgments and costs (including attorneys fees), unless caused solely by gross negligence or willful misconduct by CENTER's officers, employees, agents or contractors, arising from (a) CLIENT's use of the grounds, or (b) from CLIENT activities on the grounds, or (c) from anything done, permitted or suffered by CLIENT on the grounds, or (d) from CLIENT's failure to observe or perform any agreement or promise under this Agreement. CLIENT understands and acknowledges the inherent nature of walking on and placing folding chairs on grass and that the grass grounds aren't level surfaces.

10. CLIENT acknowledges that Marina Village is located on parklands with full public access. CLIENT takes full responsibility for crowd control. If crowd control and wedding planning services are desired from CENTER, such services can be procured in addition to the location rental.

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