

RANCHO CICADA RETREAT

FACILITY USE CONTRACT

www.RanchoCicadaRetreat.com

(209)245-4841

(Fill out section A and section C only. Sections B and D will be completed by Rancho Cicada and a copy will be provided to you.)

SECTION A:

This contract is made this _____ day of _____, 20_____, between Rancho Cicada Retreat (hereinafter

referred to as "Lessor" and (name of group) _____ (hereinafter referred to as "Lessee").

Facility use charges:

Lessee agrees to pay to Lessor the estimated sum of \$_____ (see "Rates" on reservation sheet) as

minimum facility use and food charges for the dates as stated below. This estimated sum of \$_____, minus

your deposit of _____ leaves a balance due of \$_____. This balance will be due two weeks prior to your arrival date, payable as follows:

- A check in the amount of \$_____, made payable to Rancho Cicada Retreat, due the _____ day of _____, 20_____.

A late fee of \$100.00 may be incurred every three working days if contract obligation date has not been met. Any additional charges for extra guests, etc. shall be due upon your arrival.

DEPOSITS: ALL DEPOSITS RECEIVED BY LESSOR ARE NON-REFUNDABLE.

SECTION B:

POSSESSION:

On the _____ day of _____, 20_____, at 2:00 P.M., Lessor shall deliver possession of the facility to

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Lessee. Lessee, on the _____ day of _____, 20_____, at 5:00 P.M. shall deliver the facility to Lessor.

SPECIAL EVENT REQUIREMENTS:

(Wedding day or events within Lessee's contracted possession period).

❖ Lessee is required to submit written proof (copy) of "special event/wedding" insurance this document is to be delivered with the final payment due, two weeks prior to the event. This insurance shall be for the duration of the special event or wedding weekend. The policy shall name Rancho Cicada, 10001 Bell Rd, Plymouth Ca. 95669 as additional insured, the policy must indicate that "host liquor" is allowed. The policy shall be made out for the amount of \$1,000,000 (one million).

❖ The special event or wedding and reception shall have the agreed upon date, start and finish times noted below.

❖ Date _____ Start time _____

❖

❖ Date _____ Finish time _____

❖ A separate security deposit check for \$500.00 is required. Please make it out to Rancho Cicada Retreat. This shall be returned to you after our final facility inspection, before you leave. Please send it with the final payment, due two weeks before your event date. Make a note on the check that it is the security deposit.

No guests (other than pre-paid overnight guests) shall remain on the facility after the finish time. Lessee is hereby advised that guests found on the facility grounds after the agreed upon finish time will be noted and Lessee may incur additional fees at the owners discretion.

PROMISES OF THE PARTIES:

No modification, waiver or amendment of this contract or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by both parties.

Guests of Rancho Cicada who plan on offering a service or goods of any kind, with the expectation of remuneration, must receive permission from the owner (David Roberts) well in advance of arrival. It is the responsibility of the group organizer to inform guests of this information.

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FACILITY CONDITIONS:

Lessee has inspected the facility in whole and all related areas and grounds, Lessee is satisfied with the physical condition of the facility. Lessee agrees that no representations, warranties (expressed or implied) or covenants with respect to the conditions, maintenance or improvements of the facility or other areas have been made to Lessee except those contained in this contract.

LESSEE'S UPKEEP:

Lessee agrees to do the following during the term of this contract:

- ❖ Not destroy, deface, damage, impair or remove any part of the facility, including equipment and appurtenances thereto, natural vegetation, wildlife, rocks, driftwood etc.....
- ❖ Not permit any pets in or on the facility unless provisions for such have been agreed upon.
- ❖ Not permit fire or safety hazards.
- ❖ Not to permit any person in the facility to violate any of the Lessee's obligations under this contract.
- ❖ To repair or replace any item of personal or real property damaged or destroyed by Lessee or any person at the facility with the Lessee's permission or consent.

TERMINATION AND RETURN OF POSSESSION:

Lessee or any other person Lessee allows onto the premises agrees to return the premises to Lessor upon termination of this contract in the same condition as it was at the commencement of the term of this contract. Any Lessee who holds over and beyond the term of the contract shall be liable for additional rent, plus any all other damage the Lessor may suffer by reason of the retention of the premises by the Lessee.

RULES AND REGULATIONS:

All materials provided to group organizers shall become part of this contract. Lessee covenants and agrees to keep and observe all reasonable rules and regulations that may later be promulgated by Lessor, or Lessor's agent for the necessary, proper and orderly care of the facility.

OTHER CONDITIONS OF THE CONTRACT:

- **HEADINGS AND CAPTIONS:** The headings and captions of the paragraphs are for identification purposes only and do not limit or construe the contents of the paragraph.
- **IDENTITY OF LESSOR:** "Lessor" as used in this contract refers to RANCHO CICADA RETREAT. Only Lessor or Lessor's designated agents may amend or modify this contract on behalf of Lessor's obligations thereunder.
- **PLURALS AND GENDERS OF PARTIES:** The words Lessor and Lessee as used in this contract shall be construed to mean the plural where necessary. If a change in gender is necessary to reflect the true gender of any party, such change shall be assumed.

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- **OBLIGATIONS OF LESSEE JOINT AND SEVERAL:** The obligations of two or more persons designated Lessee in the contract agreement shall joint and several. If there is more than one party named as Lessee, all must execute this contract agreement and any modifications or amendment of it. Lessee is responsible and liable for its actions and the actions of any person allowed on the premises by Lessee.
- **DEFINITION OF FACILITY:** "Facility" refers to the property known as Rancho Cicada Retreat, 10001 Bell Road, Plymouth Ca. 95669.
- **SEVERABILITY OF PROVISIONS:** The invalidity or unenforceability of any provisions of this contract shall not affect or impair any other provisions.

SECTION C:

For

Lessee: _____

By

(Signature): _____ Date: _____

By

(Print) _____

Address: _____

City: _____

Phone(_____) _____ Fax(_____) _____

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SECTION D:

For Lessor, RANCHO CICADA RETREAT

By

(Signature): _____ Date: _____

By

(Print) _____

SECTION E:

CANCELATION POLICY:

As stated in your reservation form your reservation deposit is non-refundable. Parties to this contract must contact me (owner of Rancho Cicada Retreat) in writing and be postmarked on or before May 1st to cancel a reservation. If written cancellation is received after May 1st, fifty percent (50%) of contract balance will be due and payable to Lessor on or before agreed date of payment on contract as liquidated damages. If Lessor or Lessee is able to fill Lessor's contracted date with another group, contract for at least the amount of fifty percent (50%) of Lessor's contract Lessor will be resolved of contract.

Mail to: Rancho Cicada, P.O Box 225, plymouth Ca. 95669.