



# *Celebration Courtyard*

## *Information and Rules*

### **Welcome to The NINES at RiverRidge.**

Thank you for considering The NINES at RiverRidge for your event. Located at the south end of the property, the *Celebration Courtyard* is a wonderful place for a special event. In order to maintain the property, we ask our guests to observe rules that have been developed based on our knowledge of The NINES. Your anticipated cooperation in insuring that all guests and service personnel follow these rules is greatly appreciated. However, the terms and conditions of each rental contract may vary, and the specifics defined by your Facility Rental Agreement supersedes all other statements.

### **FACILITY INFORMATION**

**Capacity.** The maximum number of guests for any outdoor event held between June and October is not restricted. The maximum number for any indoor event is 75.

**Hours.** The NINES *Celebration Courtyard* is available for events daily. Rental is for a minimum base time period of seven (7) hours, delivery, storage, decorating and takedown included. No use of the premises is allowed after 11:00 pm. Penalty fees will be charged if service providers and equipment are not off by 11:00 pm. Additional hours may be added to the base period and will be charged at the rate set out in our current Fee Schedule. Early delivery (other than day of event) and late take down (day after the event) are permissible subject to other events scheduled and space availability.

**ShortRidge, Par 3, Golf Course and Croquet Court.** Use of ShortRidge Golf Course and the Croquet Court are included in the base fee rental of the *Celebration Courtyard*. This is to insure a more private Courtyard for your celebration. The Applicant and guests may play golf on ShortRidge from the published event time at no additional charge. Golfers should wear tennis or golf shoes while playing. Golfers may play barefooted at their own risk. Golf equipment rental is available, however no golf cars will be available for rental except for the wedding ceremony.

The Croquet Court is available for croquet or bocchi ball from the published event time. There is a charge for set up and rental of croquet/bocchi equipment. Participants should wear tennis or golf shoes while on the court. Participants may play barefooted at their own risk.

**Restrooms.** There are permanent restrooms located in The NINES Pro Shop, which is the main structure of the property. Vendors may be contacted for additional portable restrooms for the event.

**Photographic Environments.** Romantic portrait settings abound at The NINES at RiverRidge. It provides a variety of different backgrounds and settings to help create unique romantic images and classic family or group portraits.

**Weddings.** The NINES *Celebration Courtyard* is a lovely location for weddings and the events associated with them. We will make every effort to help you plan a wonderful wedding.

**Wedding Rehearsal.** The wedding rehearsal date and time is subject to prior event bookings. Time may not be available in the evening due to other scheduled events. There is no additional charge for the use of the facility during rehearsal.

**Wedding Rehearsal Dinner.** A rehearsal dinner may also be scheduled at The NINES. There is a separate rental fee for the use of the facility for a dinner.

**Bachelor Party and Golf.** The NINES golf courses or RiverRidge golf course is a great place to play a round of golf before the big day – or even on your special day. We promise you'll "get to the church on time"!

Initials of renter: \_\_\_\_\_

## **BOOKINGS AND DEPOSITS**

**Fees.** All fees are due as follows: 20% of the base rental fee for the event is due at the time of booking. This is a non-refundable deposit. Dates can be confirmed only with a signed agreement and the deposit. The final 80% of the total rental fee is due 120 days prior to the event.

**Damage and Rules Violation Deposit.** A damage, cleaning and rules violation deposit in the amount of \$500.00 will be collected 90 days prior to the event. The deposit will be refundable after inspection of premises and will be refunded within 30 days of the date of the event, less any costs assessed due to property damage and rules violations or outstanding balance due as described within.

## **RULES AND REGULATIONS.**

**Caterers/Rental Companies.** Caterers/Rental Companies are responsible for all set up before the event and all break down and clean up at the conclusion of the event. Caterers/Rental Companies may park at The NINES for convenience in unloading but must then move their vehicles to a designated parking area as directed by The NiNES at RiverRidge staff. Caterers/Rental Companies are responsible for sweeping and mopping all areas of the facility used. Any set up and clean up in the outdoor areas is also the responsibility of the caterers. All food and beverage service arrangements and fees must go through The NINES. Any alcohol must be provided and served only by The NINES staff. All outdoor cooking to be in designated areas only. A copy of any contract between the wedding party and Caterers/Rental Companies must be provided to The NiNES at RiverRidge.

**Family/Related Parties.** Designated family members or individuals associated with the event are eligible to use the kitchen facilities. A list of names should be given to The NiNES staff representative. Designated family members or individuals are responsible for all set up before the event and all break down and clean up at the conclusion of the event. Designated family members or individuals may park at The NINES for convenience in unloading but must then move their vehicles to a designated parking area as directed by The NiNES at RiverRidge staff. Designated family members or individuals are responsible for sweeping and mopping all areas of the facility used. Any set up and clean up in the outdoor areas is also the responsibility of the caterers. All food and beverage service arrangements and fees must go through The NINES. Any alcohol must be provided and served only by The NINES staff. All outdoor cooking to be in designated areas only.

**Dinnerware, Glassware, Utensils, Etc.** Applicant and Applicant's service providers must provide all desired service ware, glassware, dishware, utensils, linens and equipment. The NiNES will not be responsible for any items brought to the property for or during the event.

**Set-up and Breakdown by Contractors.** All contractors will be responsible for all set up before the event and break down after the conclusion of the event. All setup to be completed at least 60 minutes prior to the published event time.

**Use of Service Contractors.** All service contractors must be approved, in advance, by The NINES at RiverRidge and provide a Certificate of Insurance as described in this document.

**Event Furniture and Decorations.** The NiNES base rental fee is for the facility use and wedding platform/stage only. The NiNES has a limited number of tables and chairs that may be rented.

**Music and Dancing.** Amplified or acoustic music are allowed in and around The NiNES property. Because we are in an area where sound carries, amplified music must be monitored to keep from disturbing our neighbors. For this reason, The NiNES Management reserves the right to request a music volume adjustment at any time during the event. A dance floor may be installed by a service contractor.

**Throwing of Rice, Use of Balloons, Etc.** The throwing of rice is permitted. Any alternatives must be approved by the NINES management. Signs and balloons are permitted on public roads.

**Supervision of Children.** Applicant and Applicant's guests are required to provide constant supervision of all children attending or participating in the event.

**No Smoking.** Smoking is not permitted in any building on the property. Smoking is permitted outside on the premises.

**No Pets or Animals.** Pets or other animals may not be brought onto the premises, except for specially trained animals assisting disabled guests, including seeing eye guide dogs.

**Parking.** Parking for a maximum of 80 cars including those of Applicants, their service contractors and guests, is included in the rental fee. Parking is located in The NiNES paved parking lot as well as a grass parking courtyard south of the lot. No large buses are permitted. Parking for 50 additional cars (the RiverRidge Parking Lot) may be available with prior approval of The NiNES management. A NiNES staff member is required to direct traffic if those attending exceeds 75 people. In that case, an additional charge will be added.

## **DAMAGE ASSESSMENTS AND RULES VIOLATIONS**

Property damage assessments and rules violations assessments will be made by The NiNES Management, in its sole discretion, and will be based on fair market value replacement cost, and/or actual cost of repairing the damaged property. The NiNES may (but shall not be required to) use, apply or retain all or any part of the Damage Deposit for the payment of any amount which The NINES may spend by reason of Applicant's default or to compensate The NiNES for any loss or damage which it may suffer by reason of Applicant's default or a result of the event, including the failure or refusal to leave the event area in a clean, undamaged condition. In connection with the foregoing, Applicant agrees that The NINES will incur additional expenses, including increased labor costs, equipment fees, and wear and tear on the facilities (collectively the "Additional Administrative Costs"), in the event that any of the The

NiNES rules are violated by the Applicant, or by any of the caterers, contractors or guests of the Applicant. The rights of The NiNES pursuant to this Paragraph pertain to Additional Administrative Costs only, and are in addition to all other rights and remedies which it may possess under the terms of this agreement, including, without limitation, the right of The NiNES to be indemnified and held harmless by the Applicant in the event of any damage or injury to person or property (whether or not such damage or injury results from a rules violation). If Applicant fully and faithfully performs every provision of this agreement to be performed by it, the unused portion of the Damage and Rules Violation Deposit shall be returned (without interest) to Applicant as provided above.

### **CANCELLATION POLICY**

There will be a cancellation charge equal to twenty percent (20%) of the base event fee if an event is canceled following a signed agreement. The entire event fee will be charge if an event is canceled one hundred twenty (120) days or less prior to the date of the scheduled event. There will be no refunds or offsets for inclement weather, loss of utilities, acts of God, or the acts of any governmental body. Note, the Damage Deposit of \$500.00 is separate from the base rental fee listed on the Current Fee Schedule.

### **INDEMNITY FROM LIABILITY**

Applicant shall indemnify and hold The NiNES, its owners, officers, directors, employees, agents, and contractors, free and harmless from any and all liability, claims, loss, damages, or expenses, including attorneys' fees and court costs, arising by reason of the death or injury of any person, including Applicant or any person who is an employee, agent, invitee, licensee, or guest of Applicant, or by reason of damage to or destruction of any property, including property owned by Applicant or any person who is an employee, agent, invitee, licensee, or guest of Applicant, caused or allegedly caused by: (1) any cause whatsoever while such person or property is in or on the premises as a result of the scheduled event, or is in any way connected with the event or with any improvements or personal property within The NiNES; (2) any condition or defect within The NiNES or any building or improvement within The NiNES; (3) any act or omission of Applicant or any person in, on, or about The NiNES as a result of the event; or (4) any other matter connected with the event.

### **EXONERATION OF The NINES AT RIVERRIDGE**

Applicant assumes full responsibility for any injury, theft, loss or damage to its guests or property on the day of the event. The NiNES assumes no responsibility for such injury or loss of property. Applicant is responsible for any rules violations of their guests. The NiNES shall not be liable for injury, loss, or damages of any nature whatsoever, including, without limitation, any injury or loss, which might be suffered by Applicant as the result of inclement weather, loss of power, acts of God or of any governmental agency, or from any other cause. Applicant specifically waives any and all rights or claims for damages and agrees that The NiNES shall not

be liable for any damages or injuries to Applicant or Applicant's business, for any loss of income from Applicant's business, for any damage or destruction of property belonging to Applicant, or for any injuries to Applicant or any person on The NiNES property during the Proposed Activity unless such damage, injury, loss, or destruction directly results from an intentional or willful act of The NiNES or some agent or employee of The NiNES

## **INSURANCE**

At all times during the scheduled event, Outside Service Providers contracted by the Applicant, shall provide a Certificate of Insurance including, without limitation, commercial general liability insurance, and, if alcoholic beverages will be served at the event, host liquor liability, with a minimum single combined liability limit of one million dollars and no cents (\$1,000,000.00), insuring against liability of Applicant and RiverRidge, Ltd and Bunker, LLC and their respective authorized or unauthorized representatives arising out of and in connection with the event. Not less than sixty (60) days prior to the commencement of the event, the Applicant or the Outside Service Providers shall deliver to RiverRidge, Ltd. a Certificate of Insurance in a form acceptable to RiverRidge, Ltd. demonstrating such coverage as required herein. If such Certificate is not so delivered by Applicant or Outside Service Providers, the event will be considered canceled. In case this agreement is terminated, all rights under Applicant's insurance policy and proceeds thereunder, if any, shall be assigned to RiverRidge, Ltd. if RiverRidge so elects.

**WAIVER OF SUBROGATION.** Applicant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against RiverRidge, Ltd, and its owners, officers, employees, agents, and contractors, in connection with any injury, loss or damage covered by such policy.

**OTHER INSURANCE MATTERS.** The insurance required under this agreement shall:

1. Name RiverRidge, Ltd and Bunker, LLC , and its owners, officers, directors, employees, and agents, as additional insureds.
2. Be issued by insurance companies authorized to do business in the State of Oregon, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance reports.
3. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope or amount of any policy.

## **SECURITY**

Such security personnel as The NINES Management, in consultation with its security advisors, deems reasonably necessary, but in no event less than one employee, shall be present on The NINES premises for the entire duration of the event, which person(s) shall have the right to di-

rect that alcohol beverage service be discontinued to any individual(s). This is included in the base rental fee. The NiNES, at Applicant's cost, shall have the right to contract with a private security company to provide such security services for the event.

### **UTILITIES AND SERVICES**

The NiNES, at The NiNES' cost, shall provide reasonable quantities of electricity, water, and trash disposal. The NiNES, at Applicant's cost, shall attempt to accommodate any reasonable requests for additional or greater quantities of utilities and services. The NiNES shall not be liable for failure to furnish utilities to the event when the failure results from causes beyond The NiNES reasonable control.

### **MISCELLANEOUS**

Applicant has read and agrees to be bound by the foregoing guidelines and rental agreement. Time is expressly declared to be the essence of this agreement. Any additions, deletions or revisions to this Agreement must be in writing and signed by Applicant and by The NiNES Management. Applicant acknowledges receipt of a signed copy of this Agreement. Should any litigation, including arbitration proceedings, be commenced between the parties to this agreement concerning the event or the rights and duties of either in relation thereto, the party, The NiNES or Applicant, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for his/her attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for the purpose. This agreement is entered into, and shall be construed and interpreted in accordance with the laws of the State of Oregon. Any dispute or litigation brought to enforce or interpret the provisions of this agreement shall be commenced in a court or other appropriate forum for the resolution of such disputes located within the County of Lane of the State of Oregon.