



# Wedding Services Contract - Off Path Venues

This WEDDING CONTRACT AND AGREEMENT (the "Agreement") is made and entered into this on \_\_\_\_\_ (date) by and between Off Path LLC ("OFF PATH") and \_\_\_\_\_ (collectively referred to as the "Client" or "You"). This Agreement describes and sets forth the terms and conditions under which the Client has agreed to rent from OFF PATH certain real property commonly identified as Off Path's \_\_\_\_\_ Venue (the "Venue") for the Client's wedding or other event (the "Event"). The parties to this Agreement, as listed above, may be referred to herein individually as "party" or collectively referred to as "parties".

WHEREAS, the Client desire to hold the Event at the Venue and OFF PATH is willing to provide the Venue for the Event, as set forth pursuant to the terms and condition below.

NOW, THEREFORE, in consideration and of the foregoing and in further consideration of the covenants, representations, and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to bind themselves, as follows:

## **TERMS AND CONDITIONS**

### **Pricing**

The full venue fee of \$4,999 and a signed contract must be secured prior to any services being performed by Off Path Venues ("Off Path LLC").

### **Payment and Payment Schedule**

The total cost for the rental package shall be paid, as follows:

- 1 - Venue Fee. Upon the execution of this Agreement, the Client shall pay the Venue Fee ("Down Payment") of \$4,999, in full.
- 2 - Confirmation of Reservations. The reservations for the Venue and Event will not be confirmed until the full Venue Fee is received by OFF PATH LLC.
- 3 - Empty Room Fees. If 5 or more guest rooms being held by the Client are not reserved by the Client's guests during the Wedding Dates, the Client will be required to pay a fee of \$250 per room due on the Wedding Date. Guests are required to stay at least two nights for a room to be considered "reserved" for the purpose of the Empty Room Fee. Accommodations that are only booked for one night will be considered "empty".

### **Credit Card on File**

OFF PATH requires the Client have a valid credit card on file for any damages incurred during the Event caused by the Client (referred to as the any damage and notify the Client within forty-eight (48) hours of any damages discovered by OFF PATH. OFF PATH will invoice the Client and if the Client does not make payment within ten (10) days or otherwise refuses to make payment, OFF PATH reserves the right to run the credit card, as listed below, to cover those costs.



The Client hereby expressly authorizes OFF PATH to charge the credit card for all expenses, fees, and any other costs provided for in this Agreement.

**Venue Package includes:**

- Use of grounds for the full duration of the event
- Tables, chairs, and setup services
- Catering tables, cake table
- PA system
- Sweet heart table with rhododendron bench for two (other alternatives available)
- Clean up and setup labor for infrastructure for ceremony and reception (chairs, tables, linens, ice chest, trash cans, bar setup)
- Bartenders for rehearsal/welcome dinner and for reception
- Bonfires after rehearsal and reception evening
- Access to venue spaces for ceremony rehearsal, bridal portraiture
- Access to our inventory room filled with different wedding décor
- Complimentary "Honeymoon" Accommodation for the bride and groom
- Complimentary bridal and groomsmen domes for wedding day preparations

**Separate Pricing****Guest accommodations (location dependant)**

- Regular
- Deluxe
- Suite
  
- Check in times for ALL accommodations: 4:00 pm
- Check out times for ALL accommodations: 11:00 am
- Two night minimum guest reservations.

**Event Insurance**

Client shall obtain an Event Insurance Policy for a minimum of \$1,000,000.00 covering the (1) rehearsal; (2) rehearsal dinner; (3) wedding; and (4) wedding reception.

**Wedding Planner**

To ensure the Event runs smoothly, and efficiently, the Client shall use the onsite wedding planner provided or obtain a wedding planner of their choosing for the Event.

Client shall provide OFF PATH with the wedding planner's information within 150 days prior to the Event if they are not using OFF PATH's complimentary wedding planner.

**Date Changes**

In the unlikely event that Client is required or wishes to change the Event Date, every effort will be made by OFF PATH to transfer reservations to support new date for the Event. The Client further understands that last minute changes can affect the quality of the Event and that OFF PATH is not responsible for any compromise in quality.



## **Right to Cancel**

OFF PATH hereby reserves the right to cancel the Client's reservation and may terminate the Event in progress if, in the sole determination of OFF PATH, one or more of the following condition exists:

1. The Client cannot, will not, or otherwise refuses to satisfy one or more of the obligations under this Agreement.
2. The Client abandons all planning aspects for their Event and/or refuses to maintain reasonable communication with OFF PATH or its representatives regarding the Event.

If this Agreement is terminated for any of the reasons set forth above of this Agreement under subsections (a) or (b), the Client will forfeit all payments made by that date.

## **Modifications of Reservation Size (Guest Rooms Reserved/Held)**

Reservation size (rooms reserved) can be changed at any time without a fee if it is requested 3 or more months prior to your wedding date. Room additions are considered on a first-come, first-served basis, and OFF PATH may not be able to accommodate reservation increases if capacity is not available.

If room reduction requests are made within 3 months of the Client's wedding date, OFF PATH will release them without penalty ONLY IF they are booked by another wedding party. If they remain empty, OFF PATH will count those rooms towards their total booking amount for Empty Room Fee calculations.

## **Cancellations**

If the Client should cancel this Agreement for any reason, the Client shall notify OFF PATH immediately in writing or by email. Once the cancellation is confirmed in writing/email by OFF PATH, the Client shall be responsible for liquidated damages, as follows:

In the event that the Client cancels the Event less than 90 days prior to the Event Date, the Client shall forfeit the entire Venue Fee to OFF PATH as liquidated damages.

In the event that the Client cancels the Event greater than 90 days prior to the Event Date, the Client shall receive a refund of the initial payment, minus referral and promotion costs paid if a coupon or referral code was used (generally \$500-\$1,000).

The parties hereby agree that these cancellation damages are reasonable.

## **Force Majeure**

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in law or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.



For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability either party to make profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Notwithstanding the provisions in the Cancellations paragraph of this Agreement, if either party should be released from this Agreement and the contractual obligations under this Agreement for one of the reasons set forth above in the Force Majeure paragraph of this Agreement, OFF PATH retains the right to make efforts to transfer or change the Event Date to support a new date for the Event. If OFF PATH is unable to transfer or change the Event Date, the Client shall forfeit promotional expenses paid (\$0 - \$1,000 depending on promotion or referral code used) as a booking fee and OFF PATH shall refund the rest of the Venue Fee.

Notwithstanding the provisions in the Cancellations Paragraph of the Agreement, if the Client does not allow OFF PATH to make efforts to transfer or change the Event Date, or if the Client should choose to cancel the Agreement for any of the reasons set forth above in the Force Majeure paragraph of this Agreement, the Client shall forfeit the all amounts paid to that date and there will be no refund.

### **Courtesy Protocol**

OFF PATH reserves the right to request any person or groups of people acting unruly or contrary to this Agreement to immediately leave the Venue. Assistance from law enforcement agencies may be obtained if these requests to leave the Venue are not promptly followed.

### **Alcohol Policy**

OFF PATH demands strict adherence to local and state laws and regulations regarding alcohol consumption at the Venue. The Client must understand and adhere to the following:

1. Any and all liability arising from the consumption of alcoholic beverages at the Venue are the sole responsibility and the liability of the Client.
2. The Client and all guests must adhere to all local, state and federal laws at all times.
3. The Client and guests may not bring their own alcoholic beverages to the VENUE.

### **Smoking Policy**

The Venue is a smoke-free environment and does not tolerate or allow smoking inside any building or accommodation. Special outdoor smoking areas may be provided and must be respected. Guests who violate these rules will be held fully responsible for any cleaning fees or damages that result from violating OFF PATH's smoking policy.

### **Indemnification and Release**

The Client agrees that the Client shall hold harmless, defend, and indemnify OFF PATH, its officers, managers, members, directors, employees, and agents from any and all claims, losses, causes of action, judgements, damages, and expenses, including but not limited to attorney's fees because of bodily injury, or damage resulting from or arising out of (a) performance or breach of this Agreement by Client, (b) by the Client and/or guests using or present at the Venue, or (c) any act, error, or omission on the part of the Client, their agents, employees, guests, invitees, or subcontractors, except where such claims, losses, causes of action, judgement, damages, and expenses result solely from the grossly negligent acts or omissions or willful conduct of OFF PATH, its officers, managers, directors, employees and agents.



The Client further agrees to release and discharge OFF PATH, its officers members ,managers, directors, employees, and agents from and against all claims, losses, casques of action, judgements, damages, and expenses, including but not limited to attorney's fees, for all causes of action which you may have arising out of your possession and use of the Venue. The Client further understands and acknowledges that this release discharges OFF PATH and all of its successors and assigns from liability from any claim with respect to bodily injury, personal injury, illness, death, or property damage.

### **Personal Property/Lost Items**

OFF PATH assumes no responsibility for personal items and personal property brought into the Venue and/or left at the Venue.

### **Removal of Personal Property**

At the end of the Event, all personal equipment, trash , and other items brought into the Venue by the Client and/or third-party vendors must removed or disposed of.

### **No Assignment or Sublease**

The Client shall not assign this Agreement, nor sublet, in whole or in part of the Venue without the written authorization of OFF PATH.

### **Expense of Litigation**

If OFF PATH and/or the Client incur any expense including reasonable attorney's fees, in connection with any action or proceeding instituted by either party to the Agreement by reason of any default or alleged default of the other party of the Agreement, the party prevailing in such action or preceding shall be entitled to recover such reasonable expenses, costs and attorney's fees from the opposing party.

### **Entire Agreement**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

### **Choice of Law**

All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of Wyoming without giving effect to any choice of law or conflict of law rules or provisions ) whether of the state of Wyoming or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Wyoming.



I HAVE CAREFULLY REACH AND UNDERSTAND THE TERMS AND CONDITIONS CONCERNING EVENTS TO BE HELD AT OFF PATH. I AGREE TO UPHOLD AND ABIDE BY THE TERMS AND CONDITIONS AND ENSURE THAT ALL GUESTS AND THIRD PARTY VENDORS WILL ABIDE BY THEM.