

## THE SECRET GARDEN WEDDING CONTRACT 2013

### TERMS & POLICIES\*\*\*

**PAYMENT SCHEDULE:** A non refundable deposit of \$750 is required to reserve your date at The Secret Garden (TSG). Upon deposit that date is removed from our availability calendar and no subsequent requests for that date are accepted. A second non refundable payment of \$750 is due no later than 6 months before the Wedding. All non refundable balance payments must be paid no later than 90 days before the Wedding or that date immediately becomes “available” and active once again.

**CLEANING/DAMAGE DEPOSIT:** A separate refundable Cleaning/Damage Deposit of \$500 by check is required no later than two (2) weeks before Wedding date. It will be deposited into the Secret Garden account and be refunded in full when the following requirements have been met.

1. No physical damage to the facility, equipment or property
2. No excessive cleaning required as a result of use.
3. All decorations (other than those supplied by TSG) and personal property are removed from the venue/bridal room at conclusion or a \$100 fee for next day pick up of personal items will apply.
4. All rental equipment (other than that belonging to TSG) be removed or neatly stacked at appropriate designated area for pick up.

If the above terms are met, your Cleaning/Damage deposit will be refunded within 2 weeks after your event.

**CANCELLATION BY CLIENT:** The Secret Garden requires written notice of cancellation. Cancellation received 6 months or later before contract date will result in no further payments due. Cancellation received less than 3 months before wedding date will result in full contract balance **immediately becoming due and payable\***.

\_\_\_\_\_ (initial)

**CANCELLATION BY TSG:** Should TSG, for reasons beyond its control be unable to perform under this contract, client will be notified immediately and TSG will first make every reasonable effort to continue as planned. If that is not possible, client can choose to either receive a full refund of all

money paid, or elect to reschedule the event for another date to be set by mutual agreement of client and TSG. In this case, all money paid will not be refunded and the balance payments if any will be rescheduled according to the new event date. Any additional costs incurred will be the sole responsibility of the client.

**POSTPONEMENT OR DATE CHANGES:** Postponement or date change by the client within the same year are subject to availability and any costs incurred (i.e. re-etching of Love Stone, etc.) are the responsibility of the client. A “postponement” to another year is considered a CANCELLATION of that contract and covered by the terms of CANCELLATION BY CLIENT stated above.\*

**INSURANCE:** Clients are required to purchase a **one day event insurance policy\*\*** naming the facility as an insured against any injury to clients and/or their guests while on the premises. Client is responsible for any and all deductibles connected with said policy. Facility is not responsible for, and clients shall have no claim against facility or representatives of facility for inconveniences, financial or emotional loss as a result of occurrences beyond the control of the facility including but not limited to: weather, fire, power failure, road conditions, changes in clients plans/schedules, county legal requirements, damage or loss of clients’ and/or their guests’ personal property. Copy of policy to be delivered to TSG 30 days before event.

**EVENT TIMING:** The week of your wedding is entirely devoted to you and the details and production work required under this contract. Two (2) hours are allotted for the Rehearsal usually the night before. On the Wedding Day set-up by our staff is from 9am to 1pm. The bride/bridesmaids should arrive NO SOONER than 3pm, allowing 2 hours for photography and dressing. Groom/groomsmen way arrive dressed no later than 4:30. Guests should be informed to arrive NO SOONER than 4:30. All ceremonies will begin at 5pm with the reception ending at 10:00pm. If a 6<sup>th</sup> hour is desired until 11pm an additional charge of \$300 will apply. (Cash only on night of event)

**WEATHER:** The Secret Garden is an exclusive “outdoors” venue. Our months of operation are between April and into October when the Garden is in full bloom and glory and the weather is

optimum and generally sunny and pleasant in the San Joaquin valley. Should inclement weather or rain be imminent, The Secret Garden will approve client's last minute rentals of tents, canopies, heaters and other measures as necessary to continue in reasonable manner with the wedding/event. In lieu of this, The Secret Garden will offer the next available date to reschedule the event. In either case, any costs incurred to reschedule the event or to accommodate the weather will be the responsibility of the client.

**VENDORS:** The Secret Garden has experience with several local vendors over the years and highly recommends selecting from our list as they have met our standards for service and quality. They are familiar with our layout and format and work seamlessly with our own staff to make your event worry free.

**CATERER:** Your caterer must be a licensed professional. **(No homemade food allowed.)** Proof required prior to your event. Caterer is responsible for delivery, and set-up of "ready to eat" food in our serving area at time arranged with TSG mgmt. Caterer will serve food through buffet line and our staff will hand serve meal to the Head Table and Parents and clear tables after meal. Our staff will also provide cake cutting, cake serving, and clean up. Caterer will be responsible for removal of all food related items (chafing dishes, sterno, utensils, trays, punchbowls, coffee urns, etc) by the end of the event. Failure on the part of caterer to comply requiring extra clean up by Secret Garden staff will incur a cost that will be deducted from Cleaning/Damage Deposit.

\_\_\_\_\_(initial)

**ALCOHOL:** The following rules apply to alcohol service at The Secret Garden:

1. A certified, licensed and insured bartending service must handle, transport, control and serve all alcohol beverages at your event.
2. All alcohol service and consumption must comply with California state liquor laws. Appropriate license must be visibly displayed at bar area.
3. Client, relatives, friends or guests of client are not allowed to bring to, or serve alcohol at the event.
4. Alcohol service must end 45 minutes prior to the end of the event.

5. Absolutely no alcoholic beverages are allowed in the parking lot or surrounding areas outside the designated event areas.
6. Minors will not be served or allowed to purchase or drink any alcoholic beverages.
7. The Secret Garden reserves the right to end alcohol service and/or the event at any time if TSG staff determines that any of the rules pertaining to alcohol service have not been complied with or that violations have occurred in connection with the service of alcohol at the event.
8. You agree to comply with and cause the event to comply with all of the foregoing provisions. In addition, you agree to hold harmless, defend and indemnify TSG from and against any claims, injuries, causes of action, damages or expenses whatsoever resulting from or arising out of the service or consumption of alcohol at the event, or any failure to comply with the contract.

\_\_\_\_\_ (initial)

**DRUGS:** NO DRUGS ALLOWED! NO WHERE, BY ANYONE, AT ANY TIME. Violation of this rule will be cause for immediate event termination.

**WEDDING CAKE VENDOR:** Your wedding cake will be displayed and cake service will take place in the Wedding Gazebo where your ceremony is held. It will remain hidden behind a curtain during the ceremony. Therefore, your cake vendor must arrive in ample time **before** the ceremony to deliver and place your cake on the table provided by TSG so that the curtain may be positioned for the ceremony. TSG will not provide containers for left over cake or anniversary tier and all remaining cake will be removed by client if desired or otherwise disposed of at conclusion of the event by TSG staff.

**RENTALS:** Should you decide to hire any additional decoration, floral, equipment, props or specialty items vendor/s, a meeting subject to TSG schedule must be set at least 30 days before the Wedding to be attended by you, your vendor/s and TSG management. Extra charges may be incurred as a result of additional requirements or possible impact to TSG and its natural environment. TSG is not responsible for loss, theft or damage to rental items not supplied by TSG.

**SECURITY STAFF:** Security guards are required and will be supplied by TSG. One or more may be necessary depending upon size of wedding and selling of alcohol. Their duties include directing parking in our lot and assisting with special needs guests as well as patrol of the grounds and general security and safety in all areas of the venue.

**ENTERTAINMENT:** We have considerable experience in the entertainment business. As such we understand the importance of a truly professionally trained and experienced DJ and Master of Ceremonies. Only pre-approved DJ's from our preferred vendor list which includes our own Johnnie Maya will be allowed to act as music programmer and Master of Ceremonies for your reception at TSG. Music is to be provided for both ceremony and reception. So two (2) separate sound systems are necessary. Attending the rehearsal is necessary to run through in "real time" with pre-selected music, the procession, ceremony and recession. TSG features professional installed sound and lighting systems to enhance the reception under the stars at TSG. All customary events (First Dance, Father/Daughter Dance, Bouquet/Garter Toss, etc.) are introduced in a seamless manner to flow with the celebration and dancing. The goal is for all, young and old, to enjoy and remember the experience of your Wedding at The Secret Garden. We can guarantee it with any of our professionals!

**CHILDREN:** We love children! But The Secret Garden was built with adults in mind. It is not a public park. It is a tranquil place of beauty. Much work and expense go into caring for it and maintaining it's romantic atmosphere. It can also be dangerous for young unsupervised children. Climbing the electrically lit trees, going into the flowerbeds, rock gardens, pond or water features is prohibited for children and adults alike. There is potential for physical harm or injury if these rules are violated. And these activities can be harmful to the Garden itself resulting in damages the cost for which could be deducted from your security deposit. While we encourage adult-only receptions (children 12 and above are considered adults) we include a bounce house with a sitter and a separate children's restroom station at the bounce house location. With the exception of the parking lot and smoking area, all guests must remain on lawn and paved areas only at all times.

**RESTROOM FACILITIES:** TSG is located just outside the city limits of Lindsay in an orange grove and requires the usage of portable restrooms. TSG is contracted with a vendor and has in place and maintained weekly, three (3) higher grade and handicapped access approved, portable restrooms. They are the cleanest and freshest you will find and are monitored and stocked throughout the event. Should additional portables be necessary due to size of event or should upgrades be desired, more units can be ordered through our vendor at the expense of the client. Access to our TSG personal living quarters restroom facility will be available by prior approval only and limited to the Bride and designated others at the sole discretion of TSG.

**SMOKING:** TSG IS A SMOKE FREE AREA. This includes the bridal room, gazebo, ceremony and reception lawn areas and dance floor area. However, there is a DESIGNATED SMOKING AREA with ashtrays located at the southwest corner adjacent to the bar facility near the restrooms.

**PARKING:** There is ample parking in our lot for over 75 cars. We suggest car pooling where possible for your guests. Our security/lot attendants will direct parking as your guests arrive. Overflow can be directed to the access road on Lindsay Bl just outside the parking lot proper if necessary. Guests are asked to lock their cars. The parking lot is patrolled throughout the event. TSG will not be responsible for lost, stolen or missing property from cars parked in our lot or adjacent access road.

**GUESTS:** Your guests should arrive NO SOONER than 30 minutes before start of ceremony. *We are an open air exposed outdoor facility It can get cooler in the evening, so bringing cover ups is advised at certain times of the year. In warmer weather, sunglasses, hats, umbrellas, hand fans are advised.*

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**\* Cancellation, postponement wedding event insurance policies can save you worry and even the total cost of your wedding.**

**\*\* TSG recommends Buckman Mitchell, Visalia for a Wedding Liability Insurance Policy. Reach them at 559 733-1181**

**\*\*\* Above prices, terms & conditions are subject to change without notification with the exception of signed contracts already in force.**