



## Plumper Farms Event Contract

**Plumper Pumpkin Patch and Tree Farm LLC.**

[events@plumperpumpkins.com](mailto:events@plumperpumpkins.com)

(503) 645-9561

11435 NW Old Cornelius Pass Road

Portland, OR 97231

Client Name:

Contact Name:

Email:

Phone:

Address:

This contract establishes an agreement between Plumper Pumpkin Patch and Tree Farm LLC. (also referred to as "Plumper") and the "Client" defined above for the Client to reserve time and space to host their private event at Plumper.

### Terms

#### **General Event Space Rental and Service Agreement**

Plumper has been retained by the client; the purpose of this retainer is for the reservation of an event space and executing a private event on the premises in possession of Plumper. The Event Order Agreement, which confirms all final event details, will be sent prior to the event. This agreement finalizes the headcount, services, and any additional requests, and must be verified by the Client within 7 days of receipt. The Event Order Agreement will describe:

- a. The reservation includes a specific event space and time slot for the exclusive use of the client and their guests, which encompasses all time allotted for event setup, hosting, cleanup, and vacating the event space.
- b. The date of the reservation and total time allotted for Client usage.
- c. All other goods and services to be rendered by Plumper.
- d. All other conditions agreed upon by Plumper and the Client.

Once the reservation fee is received, and this contract is signed and returned, the event space and time will be considered fully reserved, and this agreement will be deemed in effect and binding by both parties.

Client Initial: \_\_\_\_\_

#### **Event Space Rental Payment and Contract Terms**

1. To fully secure the Client's requested reservation, the signed contract must be returned and the Event Space Reservation Fee paid within 7 days.
2. If this contract and the Event Order Agreement are not signed and returned 30 days before the requested event date, Plumper will assume the Client no longer wished to hold the event and will return the reservation fee to the Client.
3. All other goods and services incurred on the date of the event will be either invoiced to the client (private events) or paid day of (birthday parties). Invoices will be sent within 72 hours of the completion of the event, and due payable within 7 days.

Client Initial: \_\_\_\_\_

## Modification and Additional Allowances of Resources

1. Plumper and the Client must agree to any modifications of this contract, in writing, a full seven (7) days prior to the event date.
2. It is the sole responsibility of the Client to notify Plumper of any changes or alterations needing to be negotiated prior to the event.
3. Before the event, Plumper will send a Client Intake Form to finalize event details. The Client is responsible for completing this form within 7 days to allow for proper event planning. Failure to return the form on time may result in limited-service availability.
4. Reasonable efforts will be made to accommodate last-minute requests by the Client, at the discretion of Plumper, based on availability of resources and staffing.
5. The client is responsible for providing any decorations, food, beverages, or other supplies not available through Plumper or not specifically detailed in the Event Order Agreement. Catering from the Plumper Grill may be discussed upon request. Outside food is permitted in accordance with the terms of this contract. Physical modification of the event space, structures, furniture, and other possessions of Plumper are not permitted.
6. Plumper will set up as agreed in the Order Agreement. All items provided and listed in the Event Agreement, and any additional items provided at the client's request during the event, will be included in the final payment.
  - a. The starting quantities listed in the order Agreement, are the quantity of each item to be made available to the client, to the best of Plumper's ability, at the start of the reservation time.
  - b. The client may request items listed in the Order Agreement to be refilled and replenished by Plumper throughout their event. Plumper will keep track of the quantities added during the event which will be paid for with the final payment.
7. Plumper will provide reasonable trash disposal, consisting of food packaging waste, used paper cups, plates, napkins, etc. Bulk item disposal will not be available, and the client must remove those items and utilize disposal off premises. The client is responsible for returning the event space to the condition it was found in.
8. Plumper will provide one event staff member to periodically check in on the client's event and ensure their needs are met according to the Event Agreement.
9. Should the Client wish to utilize any outside vendors for their event, those vendors must be disclosed and documented in the Event Order Agreement to be allowed access onto Plumper property. Outside vendors must be licensed and insured for the services and business they operate to be able to provide services to the Client at any event on Plumper property.
  - a. Plumper reserves the right to deny vendor access to premises if it conflicts with the family-focused atmosphere and nature of their business.
10. Plumper will provide all accompaniments that are considered standard for the needs of each item selected for the client's event. For example, coffee will come with cups, lids, and fixings. Other included items such as napkins, utensils, etc. are available according to the items selected. Plumper staff will ensure these items are made available based on what is in stock on the premises.
11. Plumper staff will not be available to run errands off premises for the purpose of securing product for the client's event.

Client Initial: \_\_\_\_\_

## Termination of Contract

This contract is in effect through the agreed upon date and end time of the Client's event after all items referenced have been received by Plumper.

1. If either party wishes to terminate this agreement prior to the date of the event, the terminating party will be required to give 31+ days written notice, delivered via email to the other party.
  - a. If the client cancels the event within 30 days of the event date, the entire reservation fee will be forfeited.
  - b. The reservation fee is fully refundable if the Client notifies Plumper of their intent to cancel 31+ days before the event date.
2. If Plumper must cancel the event due to circumstances beyond their control (i.e.: natural disaster, snowstorm, pandemic, etc.) the entire reservation fee will be refunded to the Client.

Client Initial: \_\_\_\_\_

**Alcohol Consumption on Premises (option 2) ALIGNS WITH INSURANCE REQUIREMENTS**

1. Plumper does not provide, nor sell, any alcohol on premises at the time this contract is written.
2. The Client is not permitted to sell any alcohol on premises.
3. Should the client wish to provide complimentary alcoholic beverages to their legal adult visitors during their event, it will be at the sole responsibility and expense of the Client. Individual guests attending the Client’s event will not be allowed to bring alcohol on the premises.
4. All the following requirements must be met to serve alcohol to private event guests at Plumper:
  - a. The Client must obtain an event insurance policy with a minimum of \$1 million in liability and provide a copy to Plumper prior to the event. The policy must cover alcohol/liquor consumption by the Clients’ guests. An example and potential policy can be obtained at <https://www.theeventhelper.com> (This is just one option. Plumper does not specifically endorse or monetarily gain from suggesting this event insurance company).
  - b. “Plumper Pumpkin Patch and Tree Farm, LLC.” Is required to be listed as “additionally insured” on the insurance policy acquired by the Client.
  - c. The Client must hire, at their own expense, a caterer or server with an Oregon OLCC alcohol server permit, in the state of Oregon. The company or individual hired will be the only person(s) authorized to serve alcohol at the Client’s event.
5. The Client responsibilities include but are not limited to: monitoring the consumption of the Client’s guests, encouraging responsible consumption and travel to and from the event, cutting off guests who are showing signs of intoxication, taking full responsibility for the behavior of guests attending the Client's private event, strictly ensuring no underage consumption happens during the Client’s private event.
6. Plumper will not be held responsible for any portion of the Client’s complimentary alcohol service, or the behavior of guests choosing to consume complimentary alcohol during the Client's event.
7. Plumper reserves the right to require any intoxicated guest to vacate the premises, and will encourage taxi, ride-share, or carpooling with a designated driver as primary sources of travel.
8. If any expenses become incurred by Plumper to facilitate safe travel for the Client’s guests, those expenses will be added as a line item on the final invoice to the Client.

**Choose ONE option:**

**We intend to provide our guests with complimentary alcohol:**            **Client Initial:** \_\_\_\_\_

**We will NOT provide alcohol to our guest during our event:**     

**Licenses/Insurance/Indemnification**

Plumper agrees to hold and maintain all licenses, permits, and insurance policies deemed necessary, and required to operate their business according to all local, state, and federal laws. The Client agrees to indemnify and hold harmless Plumper (the indemnitee) and its respective employees, partners, agents, affiliates, representatives, and successors against any claims, losses, legal fees, damages, harm, bodily injury, or the like incurred in connection with Client’s negligence or breach of this Agreement. Plumper agrees to indemnify and hold harmless Client and its respective employees, partners, agents, affiliates, representatives, and successors against any claims, losses, legal fees, damages, harm, bodily injury, or the like incurred in connection with Plumper’s negligence or breach of this Agreement.

**Client Initial:** \_\_\_\_\_

**Capacity of Plumper Pumpkin Patch and Tree Farm, LLC.**

In the delivery of the services and goods agreed upon in this contract, it is understood and agreed in its entirety that Plumper is operating independently, and not as an employee of the Client. This agreement is strictly for the delivery of the goods and services detailed, and not for the purpose of a joint venture or partnership of any kind.

**Authority to Sign and Binding Signatures**

Each party has the authority to enter this contract and fulfill all obligations detailed within. Both parties will only allow a designated authorized person, officer or manager of the company, or its authorized representative, to sign this contract. The contract may be signed electronically or in hard copy and returned to Plumper for their records. Electronic signatures are considered valid and binding for the purpose of this contract.

**Waiver**

If there are any delays, breaches, or omissions of any terms detailed herein by either party, it will not constitute permission to waive other terms detailed. Both parties will be held accountable for upholding the terms of this contract.

By signing below, both parties acknowledge and agree to all terms and provisions of this contract, including any addenda or event-specific details.

**Plumper Pumpkin Patch and Tree Farm, LLC.:**

<p><b>Owner Name:</b> <u>Peter Kessinger</u></p> <p><b>Owner Signature:</b> <u></u></p> <p><b>Date Signed:</b> _____</p>
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**Client:**

<p><b>Signer's Name:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date Signed:</b> _____</p>
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