

O'DONNELL HOUSE TERMS AND CONDITIONS

DEPOSIT REQUIREMENTS

A **50% non-refundable** deposit, based on estimated site fees, will be required to make the reservation confirmed and definite.

PAYMENTS

All payments can be made with a credit or debit card.

The Estimated balance due will be required **30** days prior to the function date and reflect amount stated in contract. Any additional guests over the contracted number will be added to a final bill and due 10 days prior to your event date.

SECURITY DEPOSIT:

A \$1,500.00 Security deposit is required 30 days prior to event date and is 100% refundable (7) seven days after the completion of the function if it has been determined there was no damage or extraordinary wear and tear to the property and all waste, garbage and decoration materials were cleared and appropriately removed from the premises by client(s) and vendors. Security deposit is due with final payment thirty (30) days prior to function date.

INSURANCE

Client must provide a certificate of Liability Insurance in the amount of **\$1,000,000.00** naming The Willows Historic Palm Springs Inn, Inc. and The Events Department, Inc. as additionally insured, thirty (30) days prior to function. These must be **provided as two separate and independent certificates**. Client shall be responsible for any damage or loss caused by their vendors and /or guests to the property, facilities or equipment.

CANCELLATION POLICY

Cancellation of function after completing the contract and making the deposit will result in forfeiture of deposit amount. **The deposit is non-refundable.** Cancellation within ninety (90) days of function date will result in client forfeit of the entire estimated event fees in the original contract.

GUEST TRANSPORTATION & PARKING

Due to limited parking and availability, and to ensure guest safety and comfort, clients are required to use golf cart shuttle service up to the O'Donnell House and additional cost may be incurred depending upon number of guests attending. Hotel Shuttle Transportation for guests is optional at client expense. Guests and/or clients of The Willows/The O'Donnell House do not have permission to randomly park in The Palm Springs Art Museum, or The O'Donnell Golf Club lots. Client/Guest parking is available in the Public Parking Structure directly across the street on Museum Drive.

STAFF PARKING

All vendor / employees, crew and staff must park in the Public Parking Structure directly across the street on Museum Drive.

FOOD AND BEVERAGE (F&B)

When contract is confirmed and deposit made, a Preferred Vendor List shall be provided for catering selection by client. No outside catering services are allowed. No Food Trucks or Carts allowed.

Beverage service must be secured through contracted caterer or bartending service. At no time can the bar be "self-serve." Client will be responsible for removal of all waste, bottles, garbage from bar area at the conclusion of the function. A "NO SHOT" policy is strictly enforced. "No Shot" policy refers to NO Straight Alcohol. Management reserves the right to refuse service to anyone.

OUTSIDE VENDORS

All vendors participating in the function and not on the preferred list will be required to produce proof of operating license and current certificates of insurance. The Willows Historic Palm Springs Inn, Inc. and The Events Department, Inc. as additionally insured. ALL vendors are responsible for the complete clean-up and removal of ALL garbage, waste, decoration materials at the completion of the function. In the event garbage has been left behind, the cost of cleaning and removal will be deducted from client security deposit.

VENDOR VEHICLES

All Vendors must comply with properly sized delivery vehicles and exact time for deliveries and set up. No Exceptions.

OUTSIDE RENTALS

The location of the O'Donnell House and its access driveway pose logistical challenges for loading in and striking of events requiring specialized procedures. The importance of this process is essential to all events at the O'Donnell House and cannot be overstated. Due to these logistical challenges and the historic nature of the O'Donnell House, BRIGHT and Signature Party Rentals are the ONLY authorized rental companies. All events requiring outside rentals must use one of these two vendors. No exceptions.

A 15' x 15' Wooden Parquet dance floor is provided. Client may choose another option from either rental company; however, a dance floor must be rented for all events that include dancing.

LIGHTING AND ELECTRICAL

Overhead String lighting is included in the Site Fee. Additional functional or theatrical lighting can be brought in at client expense. Additional lighting may require the use of a generator which would also be at client expense.

DELIVERIES, SET-UP AND STRIKE

Vendor Load in and set up may commence up to four (4) hours prior to event start time. Strike must be completed within (2) two hours of event conclusion and in no case later than 11:45pm. This 4-hour window of time is completely adequate when utilizing our "in- house" inventory. Any additional time needed for set up or strike must be booked by prior arrangement and will be charged a fee of \$250 per hour. Fifteen minutes into additional hours will constitute a full hour charge. Bringing in outside rentals may result in additional time needed for set up and strike at which time these additional costs would develop.

**This option of additional time is not available during the months of October, November, March or May.

EVENT TIME

Bride, Groom and wedding party may arrive to venue 3 hours prior to guest arrival. Actual Event time is based on a six-hour (6) timeframe, starting at guest arrival, ending at guest departure. Events must conclude by 10:00pm.

DECORATIONS, THEME DECOR AND ENTERTAINMENT

Due to the historical and architectural significance of the property there can be NO decorations affixed to the walls or the interior or exterior fixtures. DJ's and / or acoustical instruments only. Bands are not permitted at this venue.

FIREWORKS

All fireworks are illegal in Palm Springs. "Safe and sane" fireworks are also illegal. This includes sparklers, fountains, snake items and spinners, smoke bombs, and the like. All fireworks, candles, luminaries, lighted balloons, and the like, are prohibited.

SMOKING

The Willows and The O'Donnell House are **completely** non-smoking properties. There is absolutely no smoking allowed in the guest rooms, common areas, or grounds of either property. The client will be responsible for notifying all guests and vendors of the policy and we suggest it be made part of the invitation. The client will be financially responsible for all fines and/ or damages incurred by the client, the guests of the client, or vendors of the client. Fines for smoking on the property begin at the rate of \$300.00 per incident. Should there be guests repeatedly disregarding this rule after being asked to desist by staff, the client security deposit will be forfeited in its entirety. If necessary, a designated smoking area can be established outside of the entry gate and monitored by staff.

CHILDREN ON THE PREMISES

The property is not appropriate for children. The O'Donnell House is inappropriate for small children as the grounds are potentially hazardous and the furnishings are delicate. Children under the age of 15 are only permitted if they are a participant in the ceremony itself. At the conclusion of the ceremony and photos, all children must leave the premises with their nanny or caregiver. The O'Donnell House is not responsible for injury or death of children on the property for the purposes of the ceremony.

NOISE ORDINANCE

DJ'S and acoustical music only (ie: Guitar, Harp and the like are welcome for ceremony). No amplified Bands at any time. All events must conclude by 10:00pm

PETS

No pets are allowed on the premises at any time.

MODEL / EXHIBITION / RELEASE

The Events Department is authorized to use all media from this assignment for promotional, marketing and commercial purposes.

WAIVER

In consideration of being allowed access to the OD House and grounds, the client agrees to indemnify, defend and hold harmless The Willows Historic Palm Springs Inn, the O'Donnell House, The Events Department and their owners, from any and all claims for any loss, injury death or harm arising out of the access and use of the OD House and grounds by the client, client's family, guests, associates and their respective heirs, executors, administrators and assigns.

SITE VISITS

(1) One one-hour site visit per contracted event will be included in the site fee and must be scheduled at least (2) two weeks in advance. This is based on availability. This does not include the initial site preview. Additional site visits are available by appointment only at a fee of \$50.00 per hour visit.

WEDDINGS

Drones are not allowed at any time.

Wedding rehearsals will be granted prior to the wedding day based solely on availability. This will be determined 30 days prior to event date. All rehearsals must be completed within a one-hour time frame. Only family/friends who are actually participating in the ceremony will be allowed up for the rehearsal.

Professional Wedding Coordination services are required and must be contracted through The Events Department, Inc.

NON-CONTRACTED EVENTS

No additional events, parties, meetings or gatherings of any kind that are not listed on the contract may occur at any time. Any of the these mentioned occurrences will result in additional fees charged to the client in direct proportion to the unauthorized activity or event. The client security deposit will be forfeited for such activity.

FORCE MAJEURE

Neither Party shall have any rights against the other Party hereto for the non-occurrence of the event if such non-occurrence is due to an Event of Force Majeure. A Force Majeure Event is any act of God, terrorism, war, government authority, strikes, civil disorders, disasters, curtailment of transportation facilities, severely inclement weather or other emergencies, any of which make it illegal or impossible to hold the contracted event. The deposit will be forfeited. *If there is a disruption, partial disruption, or complete non-occurrence of some or all planned events due to inclement weather, tent structures on patio and lawn area are possible, allowing the event to continue, but will incur additional client expense. BRIGHT or Signature Rentals handle all tenting needs for this venue. Such tenting, and addition of sidewalls, heating and potential need for generator would be at additional client expense. Costs could range \$6,000.00 - \$15,000.00+ dependent on over all needs, desires, additional décor requests, etc. Due to the terrain and configuration of the terrace area it involves multiple tents be used therefore is not 100% guaranteed to keep area totally dry or fully protected.*

COVID CONTINGENCY

The Deposit is non-refundable. Cancellation, as a direct result of the COVID Pandemic, would lead us to reschedule your event to the available date of your choice up to One Year. There would be no penalties, no additional charges, or fees.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

There are uncertainties relating to the spread and effects of COVID-19.

The Willows Historic Palm Springs Inn, the O'Donnell House and the Events Department have implemented procedures we have determined to be appropriate and in compliance with applicable law in conjunction with your event. However, all guests must accept the risk of the possibility of contracting COVID-19 by having an event.

Within the above context, the undersigned agrees as follows:

1. I acknowledge and understand that I am personally responsible for my safety and actions at my event. I agree to comply with all the Venues policies and rules. I understand that I may be, and my guests may be at higher risk of contracting COVID-19 than if fully self-isolating. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue The Willows Historic Palm Springs Inn, Inc., and the Events Department and/or any of its owners, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties"), based on any claims of liability, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to the possible or actual contraction of COVID-19 at the Resort, whether caused by the negligence of The Willows Historic Palm Springs Inn, Inc. or the Events Department, including its employees, agents, staff, officers, and owners (collectively the "Released Parties").

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my event whether caused by the negligence of the Released Parties or otherwise related to COVID-19.

3. By signing I acknowledge and represent that I have read the foregoing COVID-19 Waiver of Liability and Indemnification, understand it and sign it voluntarily as my own free will. I represent and warrant that I have independently made myself sufficiently informed about the risks involved to decide whether to sign this document. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this COVID-19 Waiver of Liability and Indemnity shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible.