

Welcome to Oswego Hills Winery,

Thank you for considering Oswego Hills as your potential special event place. This breathtaking venue is the culmination of a 20 year rehabilitation plan for a once pristine farm that served as a premier equestrian center for the Pacific Northwest. As a family owned and operated business, we have worked painstakingly hard to plan, develop and create a vineyard; winery and special event facilities which provide every amenity to ensure all expectations are exceeded on your memorable day. Please take a moment to review the following items. Understand that we will do our best to make your event everything you have always imagined it would be for not only you, but friends and family.

Warmest Regards,

Jerry & Leslie Marshall

Derek & Reagan Lawrence

Event Checklist:

Date: Initials/Oswego Hills

- | | |
|---------------|---|
| _____ / _____ | 1) Registration Form |
| _____ / _____ | 2) FAQ |
| _____ / _____ | 3) Schedule of Fees |
| _____ / _____ | 4) Policies |
| _____ / _____ | 5) Contract |
| _____ / _____ | 6) Insurance |
| _____ / _____ | 7) Rentals |
| _____ / _____ | 8) Catering |
| _____ / _____ | 9) Entertainment |
| _____ / _____ | 10) Additional Service Providers (Florists, Photography, Videography) |

Event Registration Form

Event Date: _____

Day of Week: _____

Time: _____ (venue available from 12:00pm until 10:00pm daily)

Preferred Rehearsal Date: Wednesday, Thursday, or Friday by 3:30pm (please circle one)

(Venue includes a 90 minute rehearsal, see contract for details). Please note that we cannot guarantee your preferred rehearsal time. Every effort will be made to accommodate your requested time, but please confirm with event coordinator prior to scheduling.

Preferred Ceremony Location: Indoor or Outdoor (please circle one)

Preferred Reception Location: Indoor or Outdoor (please circle one)

Contact Information:

Name(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Cell: _____ Home: _____ Work: _____

Email Address: _____

Event Information:

Number of Guests Expected: _____

Number of Wedding Party: _____ Bridal _____ Groom _____

Number at Head Table: _____

Alcohol Service: (yes/no) Beer _____ Wine _____ Cider _____

Reception/Event Music: (circle one) Hired Disc Jockey Band iPod

Will you be utilizing overhead video equipment? Yes or No

Please Share any special requests you may have:

Please return this form with your signed contract: Thank You!

FAQ

Q: Is Oswego Hills ADA compliant?

A: Yes, Oswego Hills meets the requirements for ADA equipped restrooms, entrance, parking and general access as required.

Q: What is your policy on animals?

A: We only allow service animals.

Q: What is your policy on children?

A: We do understand that often time's children are travelling with family or are part of the wedding ceremony. We strongly encourage that child care arrangements are made prior to attending an event at Oswego Hills. A typical wedding and reception is 5 hours. Children lose interest in about 1 hour. When families get to visiting and parents are talking, they quickly lose sight of what their children are doing. Bored children tend to run around and get into things and places they shouldn't. If children do attend an event at Oswego Hills, a child care plan needs to be approved and in place for the entirety of the event.

Q: How long do I get the venue for?

A: 12:00 pm until 10:00 pm. Oswego Hills staff will take care of the basic set up and final clean up. Decorations are handled by the event host. All decorations, gifts and personal belongings must be removed by 11:00 pm to avoid overtime charges.

Q: Early access to the venue and property for day of event?

A: The venue fee covers a 12:00pm arrival time and a 10:00pm completion time followed by a 1 hour clean up time. If you want more than 10 hours of time on the property for the day of the event, then the fee is \$300 per hour. We cannot go past the 10:00pm completion time, followed by a 1 hour cleanup time. We can accommodate an earlier arrival time for a fee. This is something you may consider if you want to have earlier access for preparation of hair, makeup, photos, etc.

Q: What if my wedding start time is earlier in the day?

A: We will evaluate each ceremony and event to do our best and arrange a 10 hour time frame.

Q: What is a typical wedding and reception timeframe?

A: 5 hours – 30 min ceremony, 1 hour greeting, cocktail & appetizers, 45 min dinner, 15 min toast & first dances, 2 hours dancing & traditional stuff (cake, garter toss, bouquet toss), 30 min coffee & wind down

Q: Is there a sound ordinance to be observed?

A: Yes, the county and state ordinance is 10:00 pm. Music will stop playing at 10:00pm in order to maintain compliance.

Q: Do you allow outside catering?

A: No we do not. After several years in the business, we have developed a core list of catering companies that we feel provide the best options, service and fulfill both your expectations and those of Oswego Hills. Any special requests for a non-preferred vendor must be approved by the event coordinator.

Q: Bar Service?

A: Beer, Cider and Wine service is provided not to exceed 4 hours. Champagne is not provided, but may be arranged through the Director of Catering.

Q: Bartending Service?

A: Bartending is to be provided by the catering company. Typically, that is 1 bartender for every 75-100 guests. Your alcohol fee for beer, cider, and wine does not cover the cost of bartending, bar setup or any fees for non-alcohol service, champagne, corkage, gratuity or service charges.

Q: Hard Alcohol Service?

A: No signature cocktails or hard alcohol service will be offered by Oswego Hills. Champagne service and specialty cocktails may be arranged through the Director of Catering provided that proper licensing and approval is obtained from Oswego Hills Management.

Q: Entertainment Service (DJ, band, musicians)?

A: We have a preferred list for DJ's. Any exception must be arranged with the event manager from Oswego Hills. Any musician or band performing for the event must be approved by the event manager from Oswego Hills.

Q: Does the venue rental come with an onsite manager for the event date?

A: Yes, when you sign up for an event at Oswego Hills, an onsite manager is available for service. This service includes consultation (meetings/email/phone), event and vendor oversight, coordination of rehearsal, setup, cleanup, rentals & vendors, directed parking and general event management & security. Oswego Hills is not your wedding day coordinator. We are simply here to make sure everything goes according to plan.

Q: Are Event Coordinators and Wedding Planners required?

A: YES! At a minimum, you must have a day of coordinator to ensure that all plans are thought out and executed to the best of our ability.

Q: Do I get time for a wedding rehearsal?

A: Yes, this is included with the venue rental. You are given 90 minutes on either a Wednesday, Thursday or Friday by 3:30pm based on availability. All scheduling must be handled through the Oswego Hills Event Manager.

Q: Can I bring decorations, food items, rentals or personal event items ahead of time or pick up the following day?

A: This all depends on the event schedule at Oswego Hills. Often times it may not be possible. Please discuss this with the event manager.

Q: What about candles, sparklers, fireworks, Chinese lanterns or anything combustible?

A: No, we only allow LED lighted candles, lanterns or votives

Q: What items are not allowed on the lawns?

A: Absolutely no tent stakes or anything that can puncture the lawns. Shephard hooks are okay. Tent poles need base pads and hold down barrels or concrete blocks for stabilization. We do not allow any heaters, fire pits, fireworks, seeds, fake flower petals, confetti or any chemicals that can damage the lawns or walkway. If you have any items in question, then ask the event manager. Oswego Hills is still a farm, so use discretion when deciding if you want to impress in those 4 inch heels.

Q: Is smoking or chewing allowed?

A: No, Oswego Hills Winery & Vineyard is a tobacco free, non-smoking property.

Q: Do you have indoor restrooms?

A: Yes, there are full restroom facilities in both wedding party rooms as well as the main great room.

Q: Is there onsite garbage disposal?

A: Yes, this is included with the venue fee.

Q: Directed Parking & Coat Check?

A: Yes, all weddings and corporate events will have directed parking and coat check at the main entrance.

Q: Are rentals provided?

A: No, Oswego Hills provides tables and chairs for up to 240 guests. Additional items will need to be coordinated through the event manager.

Q: Do you require special event liability insurance?

A: Yes, each event is required to carry a special events liability insurance policy. Please see contract for full details.

Q: How does Oswego Hills handle donations?

A: Oswego Hills sets aside a certain portion of our production for donation to local schools and charities. These are typically handled on a first come basis. Additional requests are handled on an individual basis.

Q: What if I have a small event, non-profit group, auction, charity fundraiser or reunion?

A: We will continue to host these types of events in the confines of the main winery, its covered areas and the adjacent lawn area. Booking priority on the property will be given to events hosted in the Oswego Hills Special Events Center.

Schedule of Fees

Standard Venue Rental: \$5,000.00

Full use of event center, bridal suite, groom quarters, ceremony pavilion, outdoor patio and grounds

Tables and seating for up to 240 guests outdoor and 180 guests indoor

Tables include up to 24 x 60 inch rounds, 10 x 42 inch high bistro tables & 10 x 6 foot banquet tables

Seating includes white, resin folding chairs with padded seats.

Venue availability is from 12:00 pm until 10:00 pm per event. All decorations, gifts and personal belongings must be removed by 11:00 pm to avoid overtime charges.

Rental deposit: \$2,000.00 Non-refundable. Applied towards venue fee and includes \$500 damage deposit

****Please note that groups of greater than 240 guests will need additional rental equipment. There will be additional costs associated with the standard venue rental fee.**

Additional Options: This is completely up to the client and is not included with the standard venue fee:

Early entry to the venue: \$300 per hour. The earliest negotiable arrival time is 9:00 AM the day of the event.

Use of the Milking Parlor Guest House: \$300 flat fee. If you would like additional room for larger wedding parties, groomsmen, guests and family, we have an additional space available 0 flat fee. If you would like additional room for larger wedding parties, groomsmen, guests and family, we have an additional space available which is not included in the standard venue fee.

Decorative Wine Barrels: \$25 each

Alcohol: \$20 per person

Includes beer, cider and wine with a 4 hour bar service.

Alcohol monitor provided by Oswego Hills

Additional beverages such as champagne, specialty cocktails, juice, punch, water, and soda are arranged through the catering director.

Bartending services are to be arranged through the director of catering.

Should minors be found in possession of alcohol, all alcohol service will cease for the remainder of the event. Any additional alcoholic beverages that are brought on the premises will be confiscated. In the event that guests are seen consuming alcoholic beverages other than that which is agreed upon, we reserve the right to terminate your event. Non-alcoholic beverage service is encouraged, but is the responsibility of the caterer.

Additional Fees:

Special Event Insurance (typically \$150-\$300)

Pricing varies depending on Insurance Company. Oswego Hills requires each event host to carry a Special Events Policy for liability coverage. Please refer to contract for full details.

Event Management and Staffing/Gratuity Fees:

This fee is for staffing and planning needs during your entire wedding or event experience. This covers all meetings, correspondence, walk-through, rehearsal, photography access to Oswego Hills, event set up, clean up, stocking of Bridal Suite and Groom Quarters, garbage disposal event security, gratuity and full event management (coordination with service providers)

10% staff and gratuity fee for items and services provided by Oswego Hills

For any special needs or requests, please do not hesitate to ask either the catering director or Oswego Hills event manager.

Oswego Hills Vineyard & Winery

Special Events and Wedding Venue Contract

I, _____, have read and agree to all items listed in the Oswego Hills Winery, LLC Event Facility Rental Policies and Guidelines, attached hereto and incorporated herein by this reference. I agree to pay \$_____ in addition to a \$_____ security deposit for the date of _____. I understand that Oswego Hills Winery, LLC reserves the right to refuse service or terminate this event at any time. I understand that Oswego Hills Winery, LLC is not responsible for any loss, damage or bodily harm that may occur as a result of this event.

In addition, the undersigned agrees to forever defend, indemnify and hold harmless Oswego Hills Winery, LLC from any and all losses, costs, claims, demands, penalties, damages, expenses or liabilities of any kind, including attorney's fees, resulting from injury to or death sustained by any person or damage to property of any kind, which injury, death or damage arises out of or is in any way related to or connected with the event held by the undersigned on the Oswego Hills premises.

Lessee Name: _____

Lessee Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Required Authorized Credit Card: _____ CVV: _____ Exp: _____

Check: _____

Lessee Signature: _____ Date: _____

Bride: _____ Groom: _____

Oswego Hills Winery, LLC Representative _____ Date: _____

This agreement regards to use of the property provided by Oswego Hills Vineyard and Winery, LLC, whose property address is 450 Rosemont Road, West Linn, OR 97068 which is for the event venue only. This contract does not include services or equipment to plan, coordinate, set up other than noted and agreed upon below, or tear down or clean-up of personal items, food, and beverage items brought in for person use of the event.

Therefore, the parties agree as follows:

- 1) **Property Rental:** Oswego Hills Vineyard and Winery, LLC hereby grants to clients a limited and revocable use of the venue property located at 450 Rosemont Road, West Linn, OR 97068 in area(s) designated for the purpose of the event/wedding and only for the purposes set forth in this agreement. Events shall not exceed 300 people in capacity at any time in accordance with land use laws of Clackamas County.
- 2) **Event Date:** The event shall be held on the date(s) ("Event Date") listed below. The event date(s) shall include a one-time set up of tables, chairs and white linens for the event/wedding reception and the tear down of tables, chairs and white linens supplied by Oswego Hills Vineyard and Winery, LLC. This does not include the setup or removal of glasses, dishes, silverware, decorations and additional linens. Clients shall not have access to the property at any time other than during the event date(s) unless clients receive prior permission from the manager.

Event Date(s): _____

- 3) **Rehearsals:** Availability depends on the events scheduled and must be coordinated in advance with the manager. This contract includes the clients to have use of the venue facilities only for the purpose of a maximum 90 minute rehearsal. Alcohol and food service is not permitted on the premises during the rehearsal time. Oswego Hills Vineyard and Winery, LLC reserves the right to schedule the rehearsals according to availability of other booked events as to not conflict with other clients scheduled events.

4) Venue Rental and Fees:

- (a) The clients or representative for the clients, agree to pay an initial non-refundable deposit in the amount of \$2000.00. This payment serves to hold the venue for specified date(s) of event or wedding and is payable at the time of contract signature. This fee is applied to the rental fee and is due at execution of this agreement.
- (b) Clients shall pay to Manager as representative of Oswego Hills Vineyard & Winery, LLC total fees including a rental fee and "cleaning/breakage deposit fee" for the use of the property as listed below. The Manager/Oswego Hills Vineyard & Winery, LLC shall have no obligations under this contract until the rental deposit is paid in full. The remainder of the rental fee and cleaning/breakage deposit fee shall be due in full 30 days prior to the event on the date listed below (Payment Due Date). If clients fail to pay the balance of rental fee and cleaning/breakage deposit fee by the payment due date, Oswego Hills Vineyard & Winery, LLC shall have the right to revoke the contract and keep the full amount of the rental deposit as liquidated damages. Cleaning/Breakage deposit fee will be refunded based on the condition of the premises no later than 30 days after the event is completed. See Paragraph 7 for the property condition expectations.

Rental Fee: _____ \$5000.00 _____ Rental Deposit: \$2000.00 (applied to fee) _____

Cleaning/Breakage Deposit: Part of deposit fee _____ Payment Due Date: _____

Please note that final payment and cleaning/breakage fee must be in the form of cash, certified check, money order, or credit card. If using a credit card, a current card must be kept on file.

Credit Card: _____ CVV: _____ Exp. Date: _____

Signature: _____

All venue fees must be paid 30 days prior to the event date. A \$30 per day late fee will be applied to any overdue venue balance if not paid within 30 days of the event date unless arranged with the Oswego Hills Event Manager.

- (c) Alcohol Fee: The alcohol fee for beer, cider and wine is \$20 per person over the age of 21.
- (d) Staffing and Gratuity Fee: 10% of total alcohol and venue charge.
- (e) Optional Early entry \$300.00 per hour Fees: Early entry \$300.00 per hour Milking Parlor Guest House:
Parlor Guest House: 300.00 flat fee

- 5) Cancellations: If clients cancel the reservation for the event date as listed in paragraph 2, all funds that have been applied towards the rental fee including the initial rental deposit become 100% non-refundable and Oswego Hills Vineyard & Winery, LLC shall retain the entire rental fee and rental deposit as liquidated damages.
- 6) Date Changes: In the event clients are forced to change the date of the event or wedding, every effort will be made by Oswego Hills Vineyard & Winery, LLC to transfer reservations and money received to support the new date. The client agrees that in the event of a date change, any expenses including but not limited to deposits and funds that are non-refundable and non-transferable with other third party vendors and contractors other than Oswego Hills Vineyard & Winery, LLC are the sole responsibility of the clients.
- 7) Condition of Premises/Property: Clients shall leave the property in the same or similar condition as when clients entered. The clients/renters shall be responsible for any damage caused to the venue and/or property beyond ordinary wear and tear. All personal items left behind or items left by other vendors contracted by the clients shall remain in lost and found for 14 days and then become property of Oswego Hills Vineyard & Winery, LLC. Oswego Hills claims no responsibility for lost or stolen items of the clients, their guests or any person or third party contracted directed with the clients for services rendered. All decorations, food preparation items, service items, rentals, and all other items brought to the property by clients, guests, and vendors are to be removed from the venue by 11:00pm. All garbage, including food and decorations must be disposed of in the garbage bags supplied by Oswego Hills Vineyard & Winery, LLC and put in designated area discussed with manager. Any garbage left un-bagged will be assessed and deducted from the cleaning/breakage fee. If special arrangements are needed for rental pickups, please discuss that with the manager at least 2 weeks prior to the event. Oswego Hills Vineyard & Winery, LLC does not claim the responsibility for any items left, unclaimed, lost or stolen from the property at any time.
- 8) Restrictions/Rules and Regulations: The following is to be upheld by clients, the client's guests who include event planners, wedding coordinators, vendors and any party involved in the planning and execution of any event while on the premises of Oswego Hills Vineyard and Winery, LLC. We are a family owned vineyard and winery. We fully use our farm in the growing and production of wine while also living on the property. We welcome you, however we do expect that you and your guests adhere to personal conduct and respect the areas that are designated for the purpose of the event while not interrupting Oswego Hills Vineyard & Winery personal homes, outbuildings, personal property and the vineyard. During the scheduled event and any other time clients and their guests are on the property listed above as venue, at any agreed time for the event date or rehearsal, Oswego Hills Vineyard and Winery, LLC designated managers reserve the right and authority to end an event if deemed necessary. Clients and their guests are responsible to provide supervision for all children while on Oswego Hills Vineyard and Winery, LLC property. Failure to do so can lead to a premature ending to an event due to personal liability. Clients and guests may not bring any pets as they will not be allowed on the property unless otherwise

prearranged. Service animals are welcomed. SMOKING IS STRICTLY PROHIBITED everywhere on the Oswego Hills Vineyard and Winery, LLC property at all times.

- (a) Decorations: Mylar confetti may not be used for decorations or celebrations. The use of unwrapped candy (ie jelly beans, mints, M&M's), bird seed, rice, flower petals, glitter, confetti, dye, permanent markers, smoke or fog machines, pyrotechnics, fireworks, or sparklers are not allowed. Blowing bubbles is permitted outside only. Stapling or nailing of decorations to the buildings, floor, fences or any other area is prohibited. If decorations are needed to be attached to walls or other surfaces, clients understand to discuss the product most appropriate and acceptable by Oswego Hills Vineyard and Winery, LLC prior to event decorating. No duct tape, glue, double sided tape, electrical tape or adhesive backed hangers or putty is allowed on any surfaces. Drafting tape or blue painting tape is most desirable for attaching decorations so as to not cause any surface damage. Any product(s) used for decorations that are destructive to the surfaces of any part of Oswego Hills Vineyard and Winery, LLC will be assessed and considered to be the responsibility of the clients and deducted from the cleaning/breakage fee.
- (b) Candles: Any use of flammable candles, lanterns, or any flammable object is prohibited on the Oswego Hills Vineyard and Winery, LLC property. We encourage the use of LED candle and lantern lighting.
- (c) Event Time: Events can be scheduled between 12:00pm-10:00pm daily. Weddings and receptions are scheduled to last for no longer than 5 hours. Wedding parties may arrive no earlier than 12:00pm on the scheduled day of the event to get ready and prepare for the ceremony. Cleanup must be completed by 11:00pm the evening of the event. Earlier arrival time may be may be negotiated with the Oswego Hills Event Manager. (Fees may apply)
- (d) Noise Control: To comply with both City and County noise ordinances, music must be turned off no later than 10:00pm. Dancing will take place inside the event center. Ceremony music and reception music is permitted outside at compliant decibel levels within the sound ordinance.
- (e) Capacity: Capacity for any event at Oswego Hills Vineyard and Winery, LCC is 300 guests. Any guest count exceeding 300 guests requires special permitting and shall be the sole responsibility of the client to obtain and pay any associated fees.
- (f) Signage: Any directional signage place by the client must be removed immediately after the event. If Oswego Hills Vineyard and Winery, LLC has to remove signage, a \$20 per sign fee will be withheld from the cleaning and breakage deposit.

9) Alcohol: It is the desire of Oswego Hills Vineyard and Winery, LLC for clients and their guests to enjoy their celebrations in a safe and respectable manner. In order to ensure the safety of our staff, you and your guests, the following regulations are in place: The alcohol fee for beer, cider and wine is \$20 per person over the age of 21.

- (a) Service of alcoholic beverages consisting of beer, wine, cider and champagne is limited to service that is managed by licensed Oswego Hills Vineyard and Winery, LLC and catering staff. At least one server is required for every 100 guests per OLCC regulations. An alcohol monitor will also be present at each event. Cocktail service time will not exceed 1 hour. Beer, wine, champagne and hard cider will not exceed 4 hours. Champagne service may be arranged separately with the catering director, however it is not included with the general alcohol fee. Service time(s) are to be prearranged by the clients for the event time and not to occur during the setup time. Total alcohol service will not exceed 4 hours. The bar will begin the last call 15 minutes prior to closing the bar for the event. All alcohol service will cease 30 minutes prior to the event ending time or no later than 9:30pm, regardless if the 4 hour bar time allotment has been reached or not.
- (b) Clients agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Oswego Hills Vineyard and Winery, LLC forbids and strictly enforces the service of alcohol to minors or visibly intoxicated guests. The sobriety and enforcement of the clients, their guests and third party not associated with Oswego Hills Vineyard and Winery, LLC, to comply with said regulations, laws and restrictions set forth in this contract are the sole responsibility of the clients. ANY ALCOHOL NOT PROVIDED BY LICENSED OSWEGO HILLS VINEYARD AND WINERY, LLC STAFF AND CATERING WILL BE CONFISCATED AND IS GROUNDS FOR IMMEDIATE TERMINATION OF THE EVENT. THE USE OF ILLEGAL SUBSTANCES IS PROHIBITED AT ALL TIMES ANYWHERE ON THE PROPERTY AND ALSO COULD BE TERMS FOR IMMEDIATE TERMINATION OF THE EVENT. SMOKING IS STRICTLY PROHIBITED. **PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY AS THE CLIENTS TO INFORM YOUR GUESTS, BRIDAL PARTY AND ALL OTHER MEMBERS ASSOCIATED WITH YOUR EVENT THAT THE ALCOHOL POLICY IS STRICTLY ENFORCED. THIS IS NOT AN ALL DAY PARTY PLACE. ALL ALCOHOL CONSUMED ON THE PROPERTY IS TO BE SERVED FROM THE BAR AND BY LICENSED OSWEGO HILLS VINEYARD AND WINERY, LLC STAFF AND CATERING. ANY CONSUMPTION OF HARD ALCOHOL IN BRIDAL PARTY ROOMS IS PROHIBITED AND COULD RESULT IN THE FORFEITURE OF THE CLEANING/BREAKAGE DEPOST AND/OR TERMINATION OF THE EVENT. Arrange for UBER, LYFT, Taxi or Shuttle service when needed.

Client: _____ Date: _____

Oswego Hills: _____ Date: _____

- 10) **Special Event Liability:** The client shall maintain Commercial General Liability Event Insurance that includes host alcohol liability, in the amount not less than \$1,000,000.00 combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name Oswego Hills Vineyard and Winery, LLC as an additional insured and a certificate of insurance with an endorsement must be provided no later than the final payment date.

Note: This policy is in addition to any third party vendors such as caterer insurance that is also required for proof of insurance if contracted by the client. This policy is to cover all services provided by the client(s) on the property or any injury caused to any person (including death) caused by client(s) use of the property, including any acts or omissions on the part of client(s), guests, invitees or any other agents. Client(s) shall immediately notify Oswego Hills Vineyard and Winery, LLC if any damage or injury of which they have knowledge in, to, or near the property regardless of the cause of such damage or injury. **PROOF OF THIS INSURANCE IS DUE WITHIN 30 DAYS OF THE EVENT AND DUE WITH FINAL PAYMENT.**

- 11) **Compliance with Laws, Permitted Use and Indemnification:** The permitted use is identified as Wedding and Special Event venue as described by Clackamas County State of Oregon. The event may not be open to the general public and may only include invited guests. Clients shall obtain and maintain any necessary permits, licenses or other forms of permission necessary to use the property according to the permitted uses otherwise set forth in a lawful manner. Clients shall not use the property in any manner that violates any local, state, or federal laws or regulations. Clients hereby indemnifies managers, owners, contractors of Oswego Hills Vineyard and Winery, LLC, family members of Oswego Hills Vineyard and Winery, LLC, agents, heirs, successors and assigns for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorney fees) arising out of or in connection with clients, their guests, and vendors violation of any local, state, or federal laws, rules, regulations, or ordinances related to clients use of the property know as Oswego Hills Vineyard and Winery, LLC.

- 12) **Revocation:** Manager shall have the right to revoke this contract at any time prior to the event date, provided it gives clients prior written notice of revocation. In the event that the manager revokes the contract prior to the event date for reasons other than nonpayment of fees or breach of contract by client(s), Oswego Hills Vineyard and Winery, LLC shall refund to client the full amount paid by the client in connection with this agreement including the entire deposit.

- 13) **Attorney Fees:** If any legal action is commenced or maintained in court, whether in law or in equity, by any part of this Contract as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein, the prevailing party in such action shall be awarded its attorney's fees together with all costs and expenses incurred in such action.

- 14) **Forced Closure:** The performance of the Contract is subject to Acts of God, federal, state or local Government Authority, disaster, strikes or other emergencies, any of which make it illegal or impossible to provide the venue and the property and/or services for your event. In the event of any of these scenarios, if possible, Oswego Hills Vineyard and Winery, LLC will do its best to execute the performance of this contract or in extreme cases, choose a different date that the contract can legally and/or possibly perform. This can include but not be limited to items such as severe weather, power outages, property damage, and federal, state or local government related issues.

Client(s):

Manager for Oswego Hills Vineyard and Winery, LLC:

Signature

Signature

Printed Name

Printed Name

Signature

Date

Printed Name

Date