



FAMILY OWNED SINCE 1908

3285 Hillcrest Road, Medford Oregon 97504  
Coordinator: (541) 773-1487 / Main Office: (541) 778-8925  
[Weddings@roxyann.com](mailto:Weddings@roxyann.com) or [info@hillcrestorchard.com](mailto:info@hillcrestorchard.com)

## EVENT AREA RENTAL AGREEMENT

### Six (6 hour) Event

This agreement, dated \_\_\_\_\_, is made by and between Cogswell Limited Partnership dba Hillcrest Orchard, hereinafter referred to as the "Proprietor," and \_\_\_\_\_, hereinafter referred to as the "Client."

Proprietor hereby grants the Client short term use (6 hours) of the Hillcrest Orchard Event Areas, hereinafter referred to as the "Premises" along with the amenities attached hereto as Exhibit A and upon all the conditions set forth herein.

Client Name (s): \_\_\_\_\_

Event Date: \_\_\_\_\_

Guest Count: \_\_\_\_\_ Begins @ \_\_\_\_\_ Ends @ \_\_\_\_\_

Events are limited to six (6) hours including set up and clean up.  
All music must conclude by 10:00pm with premises vacated by 10:30pm and all personal items must be removed immediately following the event.  
*(After 10:30 pm time will be billed at \$50 per ½ hour)*

#### Total Venue Fee:

1 - 50 Guests	\$1,000.00
51 - 100 Guests	\$1,600.00
101 - 150 Guests	\$2,500.00

50% Deposit due upon execution of this contract: \$ \_\_\_\_\_  
*(Please see cancelation policy)*

Remaining Balance Due: \$ \_\_\_\_\_  
*(50% of total fee due one month prior to event)*

\_\_\_\_\_ **Client's Initial**

**Client Information:**

*(please print)*

Client's Name: \_\_\_\_\_

Client's Cell #: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Type: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Security Code: \_\_\_\_\_ Venue

**Cancellation Policy:**

Cancellation by Client to use the Premises must be made in writing at least 180 days prior to the rental date. If written notice of cancellation is made during this time 50% of the deposit will be returned to the client. In the event of a cancellation of less than 180 days prior to the rental date, Hillcrest Orchard will retain deposit. **Cancellation must be confirmed in writing with Hillcrest Orchard.**

\_\_\_\_\_ Client's Initial

**Venue Information:**

Hillcrest Orchard is a working farm with multiple businesses that operate on Premises. Client is aware that normal business operations may be in effect on the day of event. Client understands that the premise is an outdoor venue and there are no alternative indoor or outdoor sites available.

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

**Insurance Certificate:**

A certificate of insurance covering an all the days the site is used naming the Proprietor as an “additional insured” for a combined single limit of \$500,000.00 is required. The Client may receive the above certificate through his or her business, homeowners or renter’s policy. The above insurance certificate must be received by the Proprietor 60 days prior to the rental date. The Client assumes full responsibility for any injury to their guests, theft, or damage to the property by their guests, vendors, inclement weather/forces of nature from the time that such property was brought onto the Premises and until such property is removed from the Premises. The Proprietor assumes no responsibility for any such injury or damage to property.

\_\_\_\_\_ Client’s Initial

**Indemnity:**

Except to the extent of the Proprietor’s comparative negligence or breach of an express provision of this contract, the Client shall indemnify, protect, defend and hold harmless the Proprietor from and against all claims, losses, damages, costs, liens, judgments, penalties, attorneys’ and consultants’ fees, expenses, and liabilities arising out of, involving, or in connection with, the use of the Premises by the Client, and any act, omission or neglect of the Client, the Client’s guests, contractors, and subcontractors. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether-or-not (in the case of claims made against the Proprietor) litigated or reduced to judgment. In case any action or proceeding is brought against the Proprietor by reason of any of the foregoing matters, the Client upon notice from the Proprietor shall defend the same at the Client’s expense by counsel reasonably satisfactory to the Proprietor and the Proprietor shall cooperate with the Client in such defense. The Proprietor need not have first paid any such claim in order to be so indemnified. In the event of concurrent negligence of the Proprietor and the Client resulting in injury or damage to persons or property and which relates to the use of the Premises, the indemnifying party’s obligation to indemnify the other party as set forth in this section shall be limited to the extent of the indemnifying party’s negligence, and that of its agents, employees, guests, contractors and subcontractors.

\_\_\_\_\_ Client’s Initial

**Alcoholic Beverages:**

Hard alcohol, distilled spirits and mixed cocktails are prohibited on the Premises without exception. OLCC restrictions require that no other alcoholic beverages other than those provided by RoxyAnn Winery are allowed on the Premises. It is the Client’s responsibility to contact RoxyAnn Winery directly for all requests relating to the purchase of alcoholic beverages and provision of licensed servers. If the Client or the Client’s guests bring any alcoholic beverages or illegal drugs onto the Premises, the items will be promptly removed, and law enforcement will be contacted. In the case of unforeseen behavior issues, the Proprietor and representatives of Hillcrest Orchard reserves the right to remove any and all alcoholic beverages and service to any and all guest at the Client’s event.

OLCC requires that food is available when the service of alcohol begins. **All bar service shall end one and one-half (1 and 1/2) hours prior to the end of the event.**

\_\_\_\_\_ Client’s Initial

**Music and Entertainment:**

**Music/Entertainment must end at 10:00 pm.** Events held on the premises must conclude by 10:30 pm including guests vacating venue and clean-up. Musicians and Entertainers must complete their set-up and breakdown within the stated rental time of this contract. Musicians

and entertainers must supply all necessary equipment required for their performance and are responsible for the placement and loading of their equipment on and off the Premises.

\_\_\_\_\_ Client's Initial

**Catering and Food Preparation:**

Absolutely no food or beverage preparation is allowed on the Premises by the Client, the Client's guests, contracted labor, and their subcontractors. However, fully prepared food provided by Professional Catering services may be brought onto the Premises for service at the event. We also permit bringing in non-alcoholic beverages for service at the event. It is the Client's responsibility to insure certification and licensure for any and all food and beverage service. Providers must meet and/or exceed both the State of Oregon and Jackson County requirements.

\_\_\_\_\_ Client's Initial

**Decorations:**

Sparklers and fireworks are strictly prohibited from the Premises. Throwing rice, birdseed, confetti, ticker tape, or streamers on the Premises is prohibited. If the Client or any of the Client's guests proceed to throw rice, birdseed, confetti, ticker tape or streamers on the Premises the Client will be charged a cleaning fee of \$250.00. Nails, staples, thumbtacks, or any product that could damage any of the structures located on the Premises are prohibited. A current credit card number is required, and charges will be applied for any and all property damage caused by the Client, the Client's guests, contracted labor, and their subcontractors.

\_\_\_\_\_ Client's Initial

**Parking:**

For events with over 150 attendees, the Proprietor requires that the Client provide parking attendants to direct guests to designated parking areas. It is prohibited to park on the driveway in front of the premises, although unloading/loading may occur for up to 15 minutes. Any unauthorized vehicles parked in the fire-lanes will be required to move their vehicles immediately.

\_\_\_\_\_ Client's Initial

**Equipment Set-Up/Breakdown and Garbage Collection:**

Proprietor will provide chairs, tables and garbage receptacles. The Client is responsible final arrangement of chairs and tables, and for collecting all trash from the event in the garbage cans provided on the day/evening of the event. The Client is responsible for the set-up and break down of all sound equipment and decorations that the Client would like to retain. All other "hard" items must be removed from premises at the conclusion of the event. A current credit card number is required, and a \$250 charge will be billed to the credit card on file for any and all property damage and clean up caused by the Client, the Client's guests, contracted labor, and their subcontractors.

\_\_\_\_\_ Client's Initial

**Additional Responsibilities:**

The Proprietor cannot be held responsible for power outages, weather changes, or other environmental variances that are beyond the Proprietor's control. Client understands that the premise is an outdoor venue and there are no alternative indoor or outdoor sites available. The Proprietor reserves the right to shut down any event where conditions become unsafe. If

children will be attending the event and/or rehearsal, it is always the sole responsibility of the Client to provide proper supervision for the children while on the premises. In addition, it is the Client's responsibility to ensure that his or her guests, contractors, and subcontractors do not wander from the premises and designated parking areas. **THERE IS ABSOLUTELY NO SMOKING ALLOWED IN ANY OF THE STRUCTURES LOCATED ON THE PREMESIS WITHOUT EXCEPTION. SMOKING IS PERMITTED IN DESIGNATED SMOKING AREAS ONLY.**

\_\_\_\_\_ Client's Initial

**Entire Agreement:**

This rental agreement sets forth the entire understanding and agreement of the Proprietor and Client with respect to the Premises and the rental agreement thereof, and all prior understandings or agreements are merged herein. This rental agreement shall not be modified without the prior written consent of both the Proprietor and the Client.

\_\_\_\_\_ Client's Initial

**Agreement:**

I(We) the undersigned, hereby acknowledge that I(We) have read, understand, and agree to all the terms and provisions under this agreement that are expressly limited to those set forth about, as well as the charges and terms set forth above. Charges and terms set forth herein have been determined on a fair reasonable basis.

\_\_\_\_\_ Client's Initial

Client Name: \_\_\_\_\_  
(please print)

Client Signature: \_\_\_\_\_

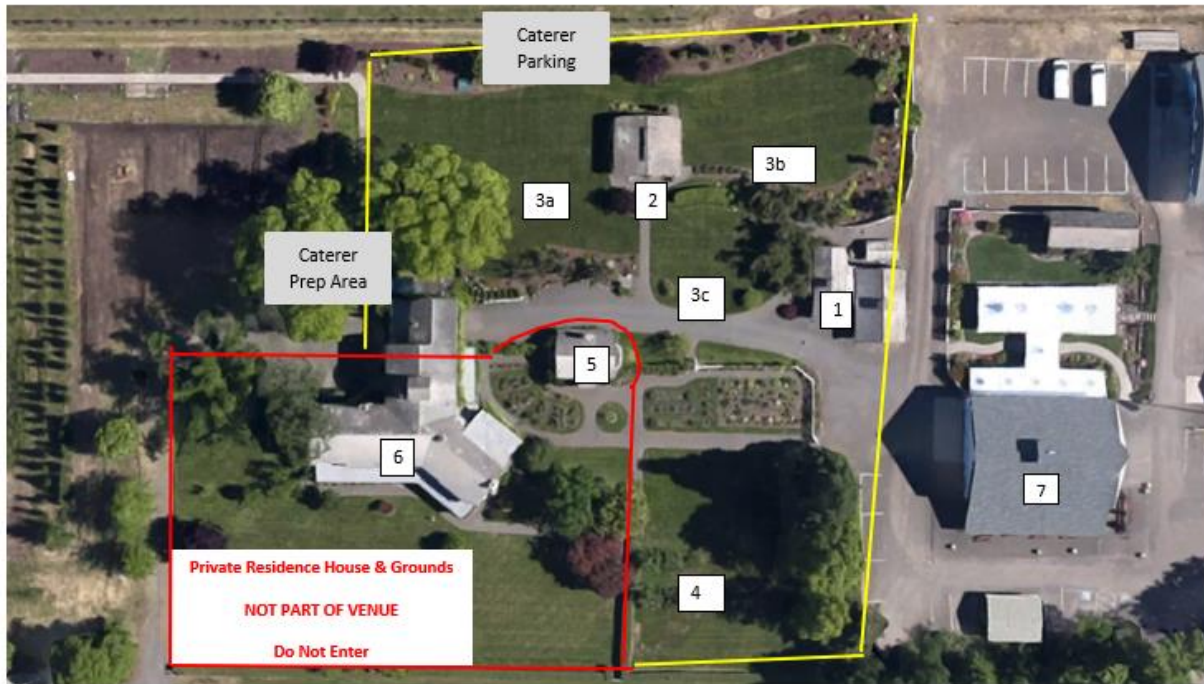
Date: \_\_\_\_\_

Hillcrest Orchard Representative: \_\_\_\_\_  
(please print)

Hillcrest Orchard Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Hillcrest Orchard Event Area



Area	Description	Area	Description
1	Carriage House	5	Main Residence Office Not available for use
2	Cottage	6	Main Residence Bathroom on porch for event use
3 a-c	Ceremony/Event Area	7	RoxyAnn Tasting Room
4	Cocktail Area		

## Parking Area

