

VENUE AGREEMENT, GATHERINGS / DAY USE GUESTS FEES,  
SITE POLICIES, RESTRICTIONS, REQUIREMENTS, RELEASE OF  
LIABILITY & DISCLAIMERS

VENUE AGREEMENT

This agreement is made effective as of: \_\_\_\_\_ by and between  
EH Astin Farm, LLC and CLIENT(s): \_\_\_\_\_

The CLIENT(s) represent that they wish to hold a “GATHERING” or  
host some additional Day Use Guests on: DATE: \_\_\_\_\_, at  
The Astin Farm, LLC, Pauma Valley CA 92061, Therefore, the parties  
agree as follows:

1: GATHERINGS / DAY USE GUEST FEES

- (a) A gathering consists of having any additional guests (those not registered or approved to be staying at our vacation home) who come for just the day. These additional guests are considered Day Use Guests and an extra fee of \$50 per guest per day is charged to the host for them to attend. Extra guests create additional wear and tear on our historic adobe hacienda which we try to protect and limit. Should additional day use guests be considered or any gatherings or multiple day use guests be approved, this AGREEMENT must be executed and additional fees paid in advance:

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

- Client(s) estimates that the following number of guests will attend the Event:

\_\_\_\_\_ 10 to 20 Guests: site fee up to \$1,000

\_\_\_\_\_ 20 to 40 Guests: site fee up to \$2,000

\_\_\_\_\_ 40 to 60+ Guests: site fee up to \$3,000

THE CLIENT(s) are aware and fully agree to comply with providing EH Astin Farm, LLC with a complete guest list of all guests coming to EH Astin Farm, LLC 15 days prior to their booking.

THE CLIENT(s) Fully agree to execute and submit our SHORT TERM VACATION AGREEMENT and this EH Astin Farm, LLC form:

VENUE AGREEMENT, GATHERINGS / DAY USE GUESTS FEES, SITE POLICIES, RESTRICTIONS, REQUIREMENTS, RELEASE OF LIABILITY & DISCLAIMERS which must be executed and made as part of this agreement prior to acceptance.

THE CLIENT(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

## SITE POLICIES

### 2: DATE CHANGES:

In the event THE CLIENT(s) must to change their date, every effort will be made by EH Astin Farm, LLC to transfer reservations to a new available date if at all possible. THE CLIENT(s) agrees that in the event of a date change any expenses, including but not limited to deposits and fees that are nonrefundable and nontransferable, are the sole responsibility of THE CLIENT(s).

THE CLIENT(s) further understands that last minute changes can impact the quality of the guests enjoyment and that EH Astin Farm, LLC is not responsible for any compromises in quality.

### 3: CANCELLATIONS:

In the event of a cancellation of your stay or gathering, a mutually agreed to future date will be arranged. Should no further date be desired, all payments made to date are non-refundable and all outstanding payments will be due immediately, the amount is time sensitive as follows: Up to three months prior, your deposit is forfeited. Three months to one

month prior, one half of the cost of day guests fees and/or any site fees are due. Less than one month, the full balance of all contracted amounts are due in full.

#### 4: NATURAL DISASTER/SEVERE INCLEMENT WEATER

In the event of severe inclement weather that renders EH Astin Farm, LLC to be unsuitable for the Event (as determined by EH Astin Farm, LLC), 100% (one hundred percent) of the amount paid can be applied to a future Event date. If Client(s) should elect not to re-book, no refund will be provided. EH Astin Farm, LLC encourages Client(s) to purchase event insurance to offset this risk.

#### 5: INDEMNIFICATION AND RELEASE OF LIABILITY

Client(s) shall indemnify, defend and hold harmless EH ASTIN FARM, LLC, DBA ASTIN RETREAT, ANSETH RICHARDS its owner, its management company, and its owners, officers, and employees and the Pauma Valley Country Club from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual. This indemnity shall survive the termination of this Agreement. Client(s) hereby releases EH ASTIN FARM, LLC, ASTIN RETREAT AND ANSETH RICHARDS from any and all liability or responsibility to Client or anyone claiming through or under Client(s) by way of subrogation or otherwise for any loss or damage to equipment or property of Client(s), Client's guests or vendors covered by any insurance then in force.

#### 6: SITE VISITS OR REHEARSALS

Client(s) may hold a one-hour daytime MID WEEK rehearsal (before 5:00 pm) to occur up to one (1) week prior to THE GATHERING OR OCCASION at no charge. In order to honor the exclusivity of other client Events, the exact time for the site visit / Rehearsal time cannot be

scheduled until 30 days prior. Availability is based solely at the discretion of EH Astin Farm, LLC. Rehearsals may be scheduled after 5:00 pm and/or for more than one hour for an additional fee (see Pricing list). This amount will be due upon receipt of invoice.

## 7: SECURITY DEPOSIT/DAMAGES

In addition to the booking deposit, an additional \$1500.00 refundable security deposit is required. This will be returned to the client(s) up to two weeks after the event has been held once property has been inspected for any potential damage from the event, wedding or gathering. It is expressly understood that Client(s) is responsible for any damages to EH Astin Farm, LLC and property that may have been caused by the Client and/or the Client's guests and vendors. Clients are required to adhere to the Policies, Restriction, Regulations, Disclaimers and Usage Rules and are required to ensure their guests and vendors honor them as well. The Client is ultimately responsible for any damage incurred.

The Client(s) is within his/her rights to seek redress for damage charges caused by Client's guests and vendors. EH Astin Farm, LLC will not involve itself in these efforts.

The Venue Manager will use reasonable best efforts to report any damages or loss of property to the Client(s) on the day of the Event, however, some things may not be noticed until after the Event ends. EH Astin Farm, LLC reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter. If damage has occurred, EH Astin Farm, LLC will provide an itemized list to the Client(s) and EH Astin Farm, LLC will charge the damage amount to the Client's credit card that was held on file for such purpose.

NOTE: EH Astin Farm, LLC staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damage be extensive, Client(s) will be responsible for replacement costs.

## 8: FILM and PHOTOGRAPHY:

\*Photos taken by Photographers and Guests: EH Astin Farm, LLC encourages Client/Client(s) vendors and Client(s) guests to take photos during the Event. EH Astin Farm, LLC hopes the client will share these pictures so they can be used for promotional purposes. Photos taken by EH Astin Farm, LLC Staff: The Staff may take photographs at the Event and EH Astin Farm, LLC reserves the right to use these photos for promotional purposes after the event. It is understood by the Client(s), their guests and vendors that attendance at an Event or Gathering at EH Astin Farm, LLC includes permission to use their images in such materials, unless a confidentiality agreement is executed in advance.

\*NO boudoir or nude photography is permitted anywhere at EH Astin Farm, LLC.

## 9: JURISDICTION

This Agreement falls under the jurisdiction of the state of California and is therefore subject to California's laws and regulations.

**THE CLIENT(s) CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AS WELL AS OTHER REFERENCED DOCUMENTS.**

## 10: AGREEMENT SIGNATURES:

This agreement shall become effective upon the receipt of the fully executed contract and deposit from the client.

EH Astin Farm, LLC accepts many types of payments: Cash, Cashiers Check, Check, Credit Card (Includes Accounts like PayPal etc with a 3% additional fee), or Venmo is also acceptable. If you have another form of payment, please note it below.

\* NOTE: Deposit Amount may vary depending on type and length of venue/rental. A 50% Deposit may be required to Lock In Venue/Rental.

If you have any questions, please contact Anseth at the EH Astin Farm, LLC DBA Astin Retreat.

11: PAYMENTS

DAY USE FEES / GATHERINGS:

DEPOSIT DUE: \$ \_\_\_\_\_

BALANCE DUE: \$ \_\_\_\_\_ DATE DUE: \_\_\_\_\_

Accepted and Authorized By:

Client(s) :

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

Accepted and Authorized by EH Astin Farm, LLC:

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

Please return the Venue Agreement, Day Use Guest Fees & Policies with deposit payment to:

EH Astin Farm, LLC  
C/O Anseth Richards  
5666 La Jolla Blvd. #181  
La Jolla, CA 90237

EH Astin Farm, LLC Site Fee / Additional Day Use Guest Fee Agreement Credit Card card authorization:

Signature approving agreement and charges:

Print Name: \_\_\_\_\_

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

Billing address:

\_\_\_\_\_

CreditCard# \_\_\_\_\_  
Ex: \_\_\_\_\_ Sec. # \_\_\_\_\_ Date: \_\_\_\_\_

## 12: EH Astin Farm, LLC SITE POLICIES, RESTRICTIONS, REQUIREMENTS, RELEASE OF LIABILITY & DISCLAIMERS

### ADDITIONAL POLICIES, ITEMS INCLUDED:

**DAY OF EVENT MANAGER:** An EH Astin Farm, LLC Day Of Event Manager will be on site to assist you during your event, which is covered by your DAY USE GUESTS FEE.

**SECURITY INCLUDED:** A Security Person is included in your DAY USE GUESTS FEE. An EH Astin Farm, LLC security person will patrol the grounds during your event. In addition, the Pauma Valley Country Club also has Security Patrol cars on club grounds.

**SECURITY IS TO ENSURE SAFTY:** EH Astin Farm, LLC has set emergency procedures. These procedures are 1) to call 911, 2) to call the club security patrol and if needed the club's patrol will call the local sheriff. In a life or death situation (like a snake bite or heart attack) Life Flight can be contacted and can land at the Club's private airport and fly to Palomar Medical Center in Escondido. We are serious about providing safety precautions for our guests. Please be aware, your Day Of Event Manager reserves the right to ask any guest who acts in an unruly manner or who refuses to follow our policies, to leave the premises. Security reserves the right to assist in the removal of any guest who does not leave when requested, including having Club's security contact the Sheriff for assistance. Security is not present to police the event, but to ensure the Client(s), guests, staff and property are safe.

**COVID PROTECTION:** An EH Astin Farm, LLC housekeeping staff member is included in your DAY GUEST USE FEE. They will keep re-

strooms fresh and disinfected. As an added bonus, they will keep the kitchen tidy and will assist with any trash removal during and after the evening.

**EQUIPMENT INCLUDED:** The EH Astin Farm, LLC provides up to five tables, three belly-up tables and a limited supply of decor items for your use. All EH Astin Farm, LLC items used will be inventoried at the beginning and end of each event. Should there be any missing items, replacement charges are the responsibility of the client. **YOU WILL NEED TO RENT LINENS, CHAIRS & EVENT LIGHTING.**

### **ADDITIONAL AVAILABLE AMENITIES**

**WE ARE A CAR-LESS VENUE:** There is parking only for our register overnight guests. Since there is no parking on site for DAY USE guests, we do offer a suburban which seats seven passengers with a driver. We also offer a sedan which seats four passengers with a driver and we offer a five passenger golf cart with a driver. More golf carts rentals with drivers can be arranged. There are additional charges for these services.

**ADDITIONAL ACCOMMODATIONS:** The Pauma Valley Country Club has an additional 23 Casitas that can be booked for your guests if they wish to spend the night on site and avoid driving home. Anseth Richards, manager of EH Astin Farm, LLC will reserve these for you (I as a member, must do this) it can then be arranged for your guests to pay the Pauma Valley Country Club in advance directly for these accommodations. Guests with reservations can enjoy limited club privileges like tennis, pickle ball, bocci ball, mini putting green near the pool, the library, the business center, bicycle use, the fitness center and the club pool and jacuzzi.

### **RESTRICTIONS**

**NO SMOKING:** There is absolutely NO smoking inside any indoor spaces. Smoking is allowed only on the hard surfaces around the pool and house. Smoking needs to be in designated smoking areas only where smoking receptacles are provided - we will provide these for you if re-



requested. If any cigar or cigarette butts are found anywhere besides the provided receptacles, there will be an additional \$250 charge for cleanup.

**NO ANIMALS, EXCEPT SERVICE ANIMALS:** At EH Astin Farm, LLC we LOVE ANIMALS but we only allow service animals. Because of the nature of the environment (wild creatures like coyotes, hawks, eagles, and rattlesnakes) EH Astin Farm, LLC assumes no responsibility for the safety of your service animal(s).

**PRIVACY:** All guests are restricted to use of the EH Astin Farm, LLC grounds only as described on your short term rental agreement. In order to ensure privacy for both clients of EH Astin Farm, LLC and our neighbors, we must insist that our clients and all their guests do not leave the designated areas on your short term rental agreement property to wander around the neighborhood except with prior permission and only in certain areas. Please respect our neighbors at all times. Please adhere to a speed limit of 25 MPH on all paved roads inside the Pauma Valley Country Club area and inside the EH Astin Farm, LLC grounds please stay under 10 MPH.

**NOISE CONTROL:** Your site manager will monitor your sound decibel readings throughout the evening. This is to be respectful and to protect the peace and quiet of the neighbors who live in our tranquil valley. All readings need to remain below our approved levels.

**CURFEW:** Music outside must end at dark. All approved music inside must end at 9:30pm. Spotify music may continue from Clients playlist as long as all exterior doors remain shut. All Day Use Guests must be off the premises and returned to their vehicles or accommodations by 10:00pm.

**NO ONE** may access the Pauma Valley Country Club gated grounds without being submitted on an approved guest list, in advance, to the security personnel who manage the front security gated entrance into the club.

**OPEN FLAME:** All candles need to be battery operated without a flame.

**EVENT DECOR:** We pride ourselves on being GREEN, ORGANIC, SUSTAINABLE and a FRIEND to the ENVIRONMENT! Please help us maintain and protect nature. With this in mind, we do NOT allow; silly string, confetti, glitter, bird seed, rice, streamers, sparklers, smoke cannons or loud noises of any kind. The EH Astin Farm, LLC is an authentic and restored Weir Brothers Adobe Hacienda. To protect it we insist NOTHING is EVER to be attached to the walls, floors, ceiling, trees, fences or surfaces of any kind with tape, nails, tacks, wires, staples, adhesive, paint, hooks or any other materials. If you need to attach anything, it MUST have prior written approval. Only toilet paper in the restroom toilets as we are on septic systems from the 1960's!

**STORAGE & DECOR:** Due to lack of storage space, all personal effects you bring with you; floral arrangements, lighting, rentals, cake stands, props, lounge furniture, lanterns, signs and or easels and all design accents and decorations must be taken down and taken away with you immediately following your event unless you have prior written approval to remove them at a later date.

## **REQUIERMENTS**

**RELEASE OF LIABILITY:** The client will be responsible for all guests at all times and the clients understand and hereby give release of all claims on the EH Astin Farm, LLC, their employees, their families and The Pauma Valley Country Club.

## **RELEASE OF LIABILITY AGREEMENT:**

A signed Release of Liability agreement is required.

**BY SIGNING THIS DAY USE SITE POLICIES, RESTRICTIONS, REQUIREMENTS, RELEASE OF LIABILITY & DISCLAIMERS YOU ACCEPT THIS RELEASE OF ALL LIABILITY.**

## **REQUIREMENTS:**

## **GUEST FEE DAY USE POLICIES:**

We charge a Day Use Fee for any non-registered vacation rental guests. This fee is \$50 per person per day. We need a typed guest list 15 days prior to your event. Your Guest fee for DAY USE will be billed 15 days prior to the event. This guest count guarantee may not be reduced after this date. Additional guests may be added with approval and additional Guest Fees paid. This fee must be paid 15 days prior to the event or event may be canceled.

**DEPOSIT:** A non-refundable deposit of \$1500 is required when your Day Guests Agreement is signed. This agreement and contract will be sent to you with a credit card authorization form. The booking is not confirmed until both the deposit and signed agreements are executed by all parties. Your deposit will be applied to your contracted costs. All payments, once received, are nonrefundable.

**DAMAGES OR EXTENSIVE CLEANING:** In addition to the Day Guests Agreement we secure an additional cleaning deposit of \$1500 which is required when the overnight reservations are made. This deposit will be refunded in full, so long as the facility is found to be in the same condition as it was prior to your stay. Any damage to the property will be the responsibility of the client. Any excessive clean-up will result in additional charges payable by the client. If there are any items missing, replacement charges are the responsibility of the client.

**VENDOR SALES TAXES AND SERVICE CHARGES:** The current sales tax and a service charge are additional cost vendors charge. The service charge is subject to state sales tax (CA Stay Board of Equalization Regulation # 1603). Your additional guest fees and accommodation rentals are exempt from these costs.

**RESERVATIONS:** Reservations are booked through Airbnb unless there are special circumstances. All reservations are on a first come first serve basis. The booking host must be responsible for all guest and sign and understand the release of all claims on EH ASTIN FARM, LLC and The Astin Retreat.

**SIXTEEN AND UP:** The Astin Retreat, has a minimum age requirement of sixteen and up unless prior written approval to waive this requirement is received.

**PAPERWORK:** All paperwork should be turned in no later than 15 days prior to your event. This includes your timeline, your vendor list, your floor plan and seating chart.

**CANCELLATION OR POSTPONEMENT:** Deposits may be transferred to another date, based on availability as long as EH Astin Farm, LLC is given two months advance notice prior to the change. You will have one year from the date you cancel or postpone to use you deposit. If you choose not to postpone, but cancel your event, you will loose your non-refundable deposit. Cancellations made within two months of your reservation will result in the forfeiture of all payments paid to date. We understand military deployments happen and there are illnesses and acts of God that can make it necessary to cancel or postpone. We highly encourage you to purchase Cancellation Insurance from a reliable company like WedSafe or one of your choosing.

**PRICING:** All pricing is subject to change until date is booked. Once booked with EH Astin Farm, LLC, we honor the prices at the time of booking. Should you need to reschedule your date, you will be subject to pricing and policies in place at the time of rescheduling.

**PAYMENTS:** A Payment of 50% is due six months prior to your event or at time of booking. A second installment of an additional 25% is due two months prior to your event. Final payments are due fifteen days prior to your arrival. Failure to meet this requirement can cause cancellation. We accept cash, checks, Pay Pal, Venmo, and credit cards. If you choose credit cards there is a 3% processing fee added. Once made all payments are non-refundable.

**DAY OF USE:** Only registered overnight guests after 10:00 p.m. are allowed on site at EH Astin Farm, LLC. All visiting day use guests need to have left the premises before that time.

The Client is responsible for all damages incurred by themselves, any of their guests, day use visitors, independent contractors, vendors or other agents and service personal that are under the clients control.

Additional charges will be incurred in case of any loss or damage caused during contracted time and charged to the credit card on file.

**EVENT INSURANCE:** The EH Astin Farm, LLC, requires a minimum coverage of \$1,000,000 General Liability Insurance with a minimum coverage of \$1,000,000 to cover any potential accidents or damages that may occur. The client is responsible to purchase this coverage either through their home owner's insurance carrier or through a reputable carrier like Wedsafe. The sooner you set this policy up, the lower the cost.

The Client is responsible for all damages that may occur on or to the property. Proof of this policy must be shown, 15 days prior to the event and prior to final balance due. The client assumes liability for all their guests and understands the Release of Liability, and agrees to release The EH Astin Farm, LLC from all claims on, their employees, their families and The Pauma Valley Country Club.

The EH Astin Farm, LLC is not responsible for acts of God or Nature on the property during or subsequent to any event or time on the property.

The EH Astin Farm, LLC is not responsible during your stay or during any event or subsequent to your stay or event, for any lost items in any parts of the premises or property. Please assign a guest to help keep track of your items.

**DURATION OF EVENTS:** The EH Astin Farm, LLC allows DAY OF gatherings to run up to a maximum of six hours event time, with two hours of additional set up and two hours of additional take down. With prior-written approval earlier events, giving you a longer timeline, may be organized.

**EXTENDED EVENTS:** Bar service and music must conclude by 9:30pm. All guests must vacate the premises by 10pm. Longer events,

may be approved to begin earlier, at a rate of \$500 per each additional hour. Penalty late fees will be charged if these hours are not adhered to at the rate of \$1000 per hour.

All GUESTS entering the club grounds must enter through the front security gate. Their names must be on a pre-submitted guest list by Anseth Richards, Manager, EH Astin Farm, LLC for them to enter through security. Guests should be prepared to show ID's.

No DAY GUESTS are allowed to park at EH Astin Farm, LLC without a pre-approved on site parking plan. Without a parking plan, parking is limited to registered overnight guests only.

## DISCLAIMERS

**FORCE MAJEURE:** The EH Astin Farm, LLC, is not responsible for acts of nature on the property during or subsequent to any booking.

The EH Astin Farm, LLC is located in a nature preserve. We reserve the right to limit the number of guests allowed on our property. We do not allow amplified music or loud events of any kind. We allow only one group a week. We prefer small intimate events. We hope and encourage Green events here and sustainable practices are encouraged. Farm to Table organic events are our favorite.

**INCLEMENT WEATHER:** We advise all clients to have a "Rain Plan" with an optional add on tent option should a risk of rain occur.

**REHEARSALS AND SITE VISITS:** A one hour rehearsal and / site visits are allowed anytime during your minimum three day stay. If an additional day is requested in advance of your stay, there may be an additional facility charge of up to \$250 per hour.

**ENGAGEMENT, PORTRAIT SESSIONS, ELOPEMENTS AND PROPOSALS:** Please refer to our Film and Photography agreement and policies for information.

**ALL POLICIES & PRICING ARE SUBJECT TO CHANGE**

**APPROVED VENDORS AND POLICIES ARE TO BE ADHERED TO:** Please visit our the approved vendor section of our website for your vendor selections.

**CATERING:** We have an array of catering options, from food trucks, a private chef, licensed catering companies and the Pauma Valley Country Club catering.

**BAR:** No alcohol can be served during an event except by a licensed and insured bar caterer. We have approved bar caterers; The Pauma Valley Country Club Catering or one of our licensed catering companies must be used. No alcohol of any kind can be brought on to the property for serving or use during your event. If alcohol is being served by anyone other than the licensed bar caterer during your event the event will be immediately shut down and you will forfeit all of your refundable deposit. The EH Astin Farm , LLC and /or the Bar Caterer reserves the right to close the bar at any time and / or refuse service to anyone who may be, in the sole view of the bar company and /or The EH Astin Farm, LLC, intoxicated, unruly, belligerent, disruptive, without proper ID or who is under 21 years of age. The bar will close at 9:30pm at the latest.

**RENTALS:** Abbey Party Rentals is the approved rental company. They are the only rental company allowed on property without written advance approval. All rentals will need to be delivered either the day before the event or the morning of your event, per your instructions. The Client must provide a floor plan to the rental company who will set up all your needs to your specifications. Your event manager will oversee the set up for you on your event day.

**LOUNGE:** Abbey Party Rentals and Lounge Appeal are also approved for your lounge furniture rental needs.

**PHOTOGRAPHY & VIDEO:** The EH Astin Farm, LLC offers you a selection of San Diego's finest Photography and Video vendors, please visit our website to view their work.

MUSIC, LIGHTING & A/V: Mobile Music Plus: Music and Production has a diverse selection for DJ, Live Music, Lighting, A/V options, photo booths and more...

TRANSPORTATION & PARKING: Since there is no parking on site for guests, we offer a suburban which seats seven passengers with a driver. We also offer a sedan which seats four passengers with a driver and we offer golf carts. *These are additional expenses.*

EH Astin Farm, LLC POLICIES, RESTRICTIONS, REQUIREMENTS, RELEASE OF LIABILITY & DISCLAIMERS APPROVAL:

RELEASE OF LIABILITY AGREEMENT:

BY SIGNING THIS YOU ACCEPT THIS RELEASE OF ALL LIABILITY, OUR POLICIES, RESTRICTIONS, REQUIREMENTS & DISCLAIMERS:

I have read, understand and agree to the above site policies, restrictions, requirements, release of liabilities and disclaimers:

Accepted and Authorized By

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

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

Accepted and Authorized by Anseth Richards, EH Astin Farm, LLC  
DBA Astin Retreat:

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