

Contract for Services Rendered

This is a contract entered into by Sandy River Alpacas, LLC DBA Sandy River Outdoor Weddings & Events (hereinafter referred to as “the Provider”) of 1005 New Sharon Road, Starks, Maine 04911 and _____ (hereinafter referred to as “the Client”) of _____
Address

on this date _____, _____, _____.
Month Day Year

The Client hereby engages the Provider to provide services described herein under “Description of Services”. The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under “Payment for Services Rendered”.

- 1. DESCRIPTION OF SERVICES.** Sandy River Outdoor Weddings & Events agrees to provide the following services for event scheduled on _____, _____, _____.
Month Day Year

- a. Use of designated areas of property for event.
- b. Capacity for up to 400 guests.
- c. Use of Gazebo.
- d. Riverside beach area.
- e. Game area with some games provided.
- f. Adequate parking.
- g. Restrooms.

- 2. PAYMENT FOR SERVICES RENDERED.** Payment shall be made to Sandy River Alpacas, LLC for rental of event venue according to Payment Schedule attached.
Client Rental Fees attached.

We accept cash, approved checks, money orders, credit cards and debit card payments.

Client will reimburse Sandy River Alpacas, LLC the fee of \$30.00 for checks returned due to insufficient funds. Future payments will be made in cash or by certified check, cashier’s check, money order or credit or debit card **only**.

- 3. TERM.** This Contract will terminate upon 100% of payment as per payment schedule.

4. **INDEMNIFICATION.** _____ (client) agrees to indemnify and hold Sandy River Alpacas, LLC DBA Sandy River Outdoor Weddings & Events harmless from all claims, losses, expenses and fees including attorney fees, costs and judgments that may be asserted against Sandy River Outdoor Weddings & Events that result from the acts or omissions of _____ (client) and/or _____'s (clients) guests.
Additional Terms attached.
5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this contract:
- a. Failure to make payments by designated dates shall be treated as a material breach of this Contract and may result in the forfeiture of paid down payment and use of our property.
 - b. The insolvency or bankruptcy of either party.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by proving written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by the party providing notice, the failure to cure the default(s) with such time period shall result in the automatic termination of this Contract.
7. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party

invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or the other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, officers, agents or affiliates.

- 8. DISPUTE RESOLUTION.** The parties will attempt to resolve any disputes out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek resolution in the form of arbitration.
- 9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- 10. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then

such provision will be deemed to be written, construed and enforced as so limited.

- 11. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

- 12. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the County of Somerset and in the State of Maine and any applicable Federal law.

- 13. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

- 14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

- 15. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

- 16. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. CANCELLATION POLICY.

*More than 120 days prior to event date, 50% refund (minus all nonrefundable deposits).

*More than 90 days prior to event date, 25% refund (minus all nonrefundable deposits).

*More than 60 days prior to event date, 10% refund (minus all nonrefundable deposits).

*59 days or less, no refund will be issued.

IN WITNESS of their agreement to the terms above, the parties or their authorized representatives hereby affix their signatures.

(Printed Name of Client)

(Printed Name of Provider)

(Signature of Client) (Date)

(Signature of Provider) (Date)