



Contract Plus Terms and Conditions

2014 S. Starr Rd. Apache Junction, AZ 85119
Mailing address – P.O. Box 50718, Mesa, AZ 85209
Phone: (480) 992 - 5122

Today's Date (mm/dd/yyyy): _____ Date of Event (mm/dd/yyyy): _____

Bride's Name: _____

Bride's Cell: _____

Bride's Email Address: _____

Bride's Mailing Address: _____

Age of Bride: _____

Bride's Parents: _____

Groom's Name: _____

Groom's Cell #: _____

Groom's Email Address: _____

Groom's Mailing Address: _____

Age of Groom: _____

Groom's Parents: _____

How did you hear about us? _____

Package Description: _____

Guest Count: _____

Package Total (NOT including the Damage Deposit): _____

(\$4,000 deposit due at time of contracting, PLUS a fully refundable \$1,000 damage/security deposit)

Balance of: _____ 50% of Balance Due (mm/dd/yyyy): _____

Rehearsal Date (*Please see Page 4 for scheduling options)

Client Signature: _____

Date: _____

New Venue Clause: Desert View Weddings is a brand new venue, and undergoing construction in order to be ready to host its first weddings in 2023. Our anticipated completion date (i.e. obtaining our “certificate of occupancy”) is Fall 2023. If you are signing a contract for an Oct 2023 - Apr 2024 wedding, you must agree to the following:

- Although unlikely, unforeseen circumstances beyond our control may occur at any point in the construction phase that may delay our opening. You accept this risk and thus may be required to change your date, or modify your ceremony/reception to use only the available portions of Desert View.

- Desert View has until 60 days before the wedding date to make a final decision on hosting your event.
- Desert View will not be responsible or liable for any costs (outside of the vendors included in this contract) associated with moving/changing the wedding date.

***By signing this section, you agree to having a back-up/contingency plan in the unlikely event that we cannot host your wedding on the contracted date, or that you agree to one of the above options presented.

Print Name _____ Sign _____ Date _____

Reservation & Payments: Desert View Weddings requires a \$4,000 deposit from contracting party (aka: client(s)) plus a fully refundable \$1,000 security deposit in order to reserve an event (\$5,000 total). The event date is not secured until the deposit is received. The remaining balance is due in two separate equal payments: 6 months AND 30 days prior to the contracted event (unless a shorter timeframe noted above). Any additional charges after the Final Payment is collected must be paid by credit/debit card. Desert View accepts cash, checks, *Visa, *MC, *AmEx and *Discover. (*3.0% fee applies). Any bounced/returned checks will incur a \$50 additional fee. Final payment (full amount) is due 30 days prior to the event. A 72 hour grace period is provided.

Cancellations: Desert View does not refund any deposits or payments (other than the damage/security deposit). If an event is canceled, the venue is no longer obligated to fulfill the contract terms. If the event is cancelled by the client within 90 days of the scheduled date, the final payment WILL still be due by the contracted party. If hazardous/inclement weather occurs on the day of the event, Desert View will allow the event to be rescheduled at a future open date (Day of the week changes must be approved by Desert View). All other rescheduling requests will only be approved if the originally scheduled date can be filled by a new client. Rescheduling of your wedding date may result in a change of venue cost or vendor cost, plus a “date change fee.” Once the venue officially opens (see “New Venue Clause” above), if the event is cancelled solely due to reasons related to Desert View being inoperable (or temporarily closed down) then a full refund will be issued. A full refund will not be offered for restrictions/limitations in guest counts. The "New Venue Clause" trumps this paragraph, if/where applicable.

License, Zoning: Certain aspects of Desert View conduct and operations are governed by local restrictions, i.e., parking, lighting, fire/heat, noise and hours of operation. The latest event ending time is 11:00pm. Earliest arrival is 11:00am. (some exceptions may apply)

Vendors: For Desert View All-Inclusive packages, a maximum of two vendors can be contracted independently/outside of your Desert View contract (Catering, DJ, Floral, Cake/Dessert), as long as either Caterer or DJ are booked through Desert View. All vendors booked through Desert View have been adequately compensated for their services (including gratuity, where required/customary) through their agreed upon contract with Desert View. Desert View shall not be held responsible for any issues that might arise with any vendors that the client contracts with directly. DOC and bartender (if serving alcohol) cannot be removed from your Desert View all-inclusive package.

Vendor Coordinator (VC) and Day-of-Coordinator (DOC): Once your contract is signed and deposit paid, the Desert View Vendor Coordinator (VC) will reach out to you within 14 days. She will connect you with each of the appropriate vendors and explain your next steps. She will also be available via phone, text and email to answer any vendor-related or venue-related questions. Your VC will introduce you to your Day-of-Coordinator (DOC), who will ensure that every detail of your wedding day is taken care of. The DOC will contact you soon after this introduction, and will set up your 2-hour, in-person meeting at ~30 days before your wedding, to take place at Desert View (additional time for this meeting, or additional meetings will be charged at \$100/hr for the venue only). The DOC will also schedule and conduct your rehearsal prior to your wedding. If you would like additional planning services beyond Day of Coordination, (such as budget planning, design consultation, decor sourcing, outside vendor sourcing, etc), your Desert View Coordinator also offers full planning services and/or add-on services for an additional fee. Special discounts apply for Desert View Clients. If you choose to hire additional planning services with an outside planner (other than adding services with your Desert View DOC), this must be approved in writing by Desert View, and they must sign the Outside Planner/Coordinator Agreement. Outside planners/coordinators are REQUIRED to stay until the very end of the event (per the signed agreement).

Desert View’s Duties: Before the client’s event, Desert View will ensure all guest tables/chairs (indoor and/or outdoor) have been set up according to the final room layout decided by the client, including table cloths (if included in contract).

Initials _____

Catering: Changes to catering booked through Desert View packages must be made no later than 7 days after the tasting (or you will incur a \$500 cancellation fee).

***Outside Caterers must sign the Desert View Outside Caterer Agreement, and abide by the following:**

- The caterer is responsible for setting up and cleaning up their food and beverage lines and cleaning Desert View's kitchen upon completion of service. Linen napkins are folded & placed on tables by the caterer.
- Caterer must clean all surfaces used in the kitchen, sweeping and mopping the kitchen floor and taking all the trash in the kitchen to the dumpster. Caterer should also plan to bring eight (8), 33-gallon black trash bags.
- Caterer must provide at least 3 employees to serve food during cocktail/appetizer hour and dinner hour. At least 2 caterer employees (not wedding guests, family or friends) are required to stay until the very end of the contracted event and perform all table bussing, trash removal and kitchen cleaning (if used). A written contract stating this agreement with the caterer must be provided by the client via email to Desert View. If the 2 catering employees leave before the end of the event, you will automatically forfeit your security deposit.
- Caterers and restaurants that "drop-off food only" without providing staff are not allowed to cater at Desert View.
- Appetizers must be served during cocktail hour (before dinner) if alcohol is being served.
- Kitchen is to be used as a prep kitchen only, and no cooking of food is allowed.
- Kitchen must be left in the same condition it was found, or an additional \$250 cleaning fee will occur.
- Food trucks are not allowed (between May 1 – Sept 30) for drinks, appetizers, meals or dessert, unless all of their food is served indoors. Food trucks must also provide 2 bussers to "stay inside" until the end of the event.

Liquor/Alcohol Rules

- **Desert View does NOT operate under a liquor license, thus our clients are allowed to bring their own alcohol.**
- **Upon arrival, Desert View Staff will collect and store all of your alcohol for your reception in our storage room.**
- **1 bartender is included for final guest count of <130. 2 bartenders are included for final guest counts of 130+.**
- **Once the bartender arrives, ALL alcohol must be served from behind the bar by a Desert View contracted bartender (Alcohol in the Bridal Suite and Groom's Lounge can be self-served, PRIOR to the Ceremony only).**
- **Shots and/or "neat" drinks of any kind are strictly prohibited. Hard liquor must be served as a mixed drink.**
- **"Double" servings within mixed drinks are not allowed.**
- **Classic Package** includes up to a maximum of **5 hours** of bar service, while the **Luxury Package** includes up to a maximum of **6 hours**. Changes need to be made at least 30-days before your wedding date.
- Guests are NOT allowed to consume alcohol on the property prior to or during the ceremony.
- The Desert View Bar closes 45 minutes before the contracted end time. The venue and its bartenders have the right to refuse alcohol service to anyone or close the bar early if deemed necessary. No refund will be offered if this were to occur.
- Please encourage guests to use a shuttle or transportation vendor if they will be consuming alcohol.
- A Police Officer may be required (additional \$150) for the final 3 hours of your event if the guest count is over 100 and hard liquor is being served.
- The Groom's Lounge AND Bridal Suite **will be locked** from the start of the ceremony until the end of the reception. Any guest requesting access to the Lounge/Suite during this time must be escorted in and out by Desert View Staff.
- Tip jars will be placed on the bar area. These can be removed if you prepay the bartender \$20/hour/bartender.

Damages: The client will be held responsible for all damages and losses that Desert View incurs, including but not limited to theft, property loss or damages caused by client or guests (including vendors contracted directly by the client). This includes damaged linens that the venue is charged for (stains, wax, rips, tears, etc.).

All-inclusive Floral/Cake Credit: Floral credit will be assigned as specified on the first page of this contract, based on the client's preferences. Cake/dessert credit is \$5.75 per guest for Classic and \$7.75 per guest for Luxury (based on final guest count). Any unused credit (must be confirmed with the vendor) will be refunded back to the client at the Final Payment.

Cancelling Cake booked through Desert View packages must be made no later than 7 days after the tasting (or you will incur a \$250 cancellation fee). **Cancelling Floral** must be done greater than 6 months before the wedding date (or within 30 days of signing the contract if your wedding date is already within 6 months), otherwise a \$250 cancellation fee will occur.

Music/DJ/Band: Music must be kept at a reasonable level (not to exceed 100 decibels) which will be monitored by a Desert View representative. **For DJs contracted through a Desert View package, cancellations and/or changes are only permitted within 90 days of the Desert View contract signing.** Outdoor music must end by 10:00pm.

Initials _____

Smoking: Marijuana, vaping, or other any other substance use is prohibited anywhere on Desert View's property (inside or outside). Smoking of tobacco is only allowed on the patio where proper receptacles are provided. Marijuana, in any form, is strictly prohibited in any and all areas on the Desert View property.

Parking/ Traffic: Desert View offers onsite parking in designated parking spots only. It is the client's responsibility to effectively communicate where guests are to park (including vendors contracted by the client). **NO PARKING AT ANY TIME ON THE DESERT VIEW ACCESS ROAD.** Any person/vendor who disrupts the flow of traffic on the Desert View Access Road will be held liable. Vehicles parked in any areas other than the designated lots, will be towed at the owner's expense. **NO OVERNIGHT** parking is allowed. Violators will be towed.

Decorations and Inventory

- Decorations, draping, installations can NOT be nailed, glued, taped, screwed, or hung on the walls or ceiling of any of Desert View's buildings (inside or outside).
- Desert View does not allow ANYTHING to be thrown by guests (i.e. glitter, confetti, rice, fresh/dried flower pedals, birdseed, etc.) anywhere on the property (indoors or outdoors).
- Only white or ivory "real" flower petals are allowed to be dropped on the chapel floor or the outdoor ceremony site during the processional. Nothing is allowed to be dropped onto the Reception Hall floor. All flower petals must be removed by the client (or designated person) immediately following the ceremony.
- Bistro Lights may not be touched, altered or have any decorations (including draping/greenery) touching them.
- Ladders are strictly prohibited, unless being used by Desert View staff, or a licensed/insured decoration vendor.
- Clients are responsible for all costs that Desert View incurs due to client, guests, and/or vendors (not contracted by Desert View) breaking or altering Desert View property.
- All decorations must be approved in writing by Desert View, and must be set-up and removed by the client within the contracted time.
- All client décor set-up may not begin before the contracted start time (and no earlier than 11:00am).
- All client décor, guests, & vendors must be removed from the property within **30 minutes after the contracted end time**, otherwise you will forfeit your security deposit (to pay overtime for vendors and employees).
- Vendor strike/breakdown must begin PRIOR TO the contracted end time, as most outside vendors (i.e. live bands, photo booths, etc.) require 45-60 minutes to breakdown. ALL vendors and guests must be out of the property no later than 30 minutes after the contracted end time, which is when the buildings will be locked and lights turned off.
- X-back chairs stay inside chapel and cannot be moved.
- X-back chairs and wooden barn tables are not allowed outside.

Fire/Open Flames: No flames, burning, branding or any other heat/smoke producing devices or activities are allowed inside either buildings or at the outdoor ceremony site. Real flame candles are allowed in the Event Center only on guest tables, and only if contained with glass cylinders. Sparklers (must be labeled "wedding sparkler") are allowed outside only. (unless prohibited by local law/ordinances). "Firework sparklers" are not allowed. Cold spark machines are allowed outside only. Any linen, table or chair damage caused by candle wax or flames will be taken from the security deposit (minimum \$40 fee).

Insurance: Desert View will take out a one-day, \$1,000,000 general liability policy to cover any major damage/liability issues that may be caused by the bride or any of her wedding guests. This policy has a \$1,000 deductible, of which the client's security deposit will be used to pay this. The Event Helper will be used for this policy.

Property Updates and Changes: Desert View occasionally updates its properties (interiors and exteriors of Event Center, Chapel, and grounds). Clients should be aware that changes in and around the properties may occur from time to time.

Gifts/Decorations/Personal Affects: Please ensure that all items are accounted for prior to departure. Desert View is not responsible for any lost items or items left behind. Overnight storage of any kind (decorations, clothing, food, beverages, miscellaneous items, etc.) is not allowed.

Pets: Pets are not allowed on Desert View Property including the Event Center and Chapel. However, dogs are allowed in the Chapel or at the outdoor ceremony spot for a maximum of 30 minutes, if participating in the ceremony. If a pet is found in either building without prior approval, client will be charged a \$250 fee per pet. Service dogs are allowed with prior approval. No animals of any kind are allowed in the Bridal Suite or Groom's Lounge at any time, or for any reason.

Initials _____

Rehearsals and Additional Paid Time: A 1-hour rehearsal is scheduled either: on the day prior to your wedding at 9:30am, or on the morning of your wedding (1 hour directly before your contracted start time, but no earlier than 11:00am on your wedding day). Your contracted start time, end time and rehearsal time must be finalized 30 days before your wedding date. No time frame changes are allowed less than 30 days from your wedding date (some exceptions may apply). Paying \$400/hr for additional time to arrive before 11:00am only grants you access to the Bridal Suite and Groom's Lounge (due to tours, meetings and rehearsals being conducted on the property).

Guest Count: Desert View ensures capacity for 225 guests. Final guest count is due 30 days prior to the event, with the final payment based upon this number. If the final guest count is different than the original estimation, then a total of ____ will be "subtracted for each guest lower" or "added for each guest higher" than the original number (which represents the costs that are per person specific). No refunds will be offered after the event for smaller than expected turnout. Additional cost may apply for guest count overages beyond 5% (headcount will only be performed if blatantly obvious overage occurs).

NOTE: For guest counts of 200+, the client agrees to seat 10 people per 5' round (provided by Desert View), and/or agrees to have tables "broken down" in order to have enough room for a dancing area (if applicable). Alternately, the client may elect to pay for rectangle tables to be rented (outside of their Desert View contract) in order to provide maximum space for guest table seating. *Reminder that you are responsible to include all non-Desert View vendors who will be staying for the Reception (i.e. photographer(s), videographer, officiant, or any other vendor not included in your Desert View package).

Linens: Desert View includes poly solid cloth napkins for all guests, as well as poly solid 120" round tablecloths for all guest tables and the head table. Any additional tables (i.e. cake table, guest book table, memory table, bistro tables, etc.) or upgrades to linen style/fabric will be invoiced to and paid by the client. Desert view will still handle delivery and pick-up of all linens, including any additional or upgraded linens. Napkins included in Desert View package will be folded and placed by the caterer. If napkins are removed from the Desert View package, or if an outside caterer has been hired, the client is then responsible for folding & placing cloth napkins on the tables.

Additional Policies, Rules and Guidelines:

- Floating/Helium balloons are not allowed on the Desert View property (inside or outside).
- Desert View does not provide scissors, pens, markers, sharpies, etc., so please plan to provide any of these, if needed, for your decorating purposes.
- If your ceremony is going to be held at the outdoor ceremony location, the Chapel will remain locked and inaccessible.
- If a shuttle service is contracted, and does not pick up the final guests prior to 30-minutes after the contracted event end time, the client will be charged a \$250 fee.
- The latest contract event end time (music off) is 11:00pm. Additional time is \$500/hr between 11am-11pm.
- Red wine/liquid is not allowed in the Bridal Suite or Groom's Lounge.

The signature of the signing party below designates agreement in full to the Terms and Conditions and pricing amount of this agreement.

All-inclusive packages may include, but are not limited to, property rental/usage, catering, bartending, DJ services, cake, tables, chairs, linens, cleaning fee, event insurance, Day of Coordinator and venue manager, unless otherwise stated above or on the written quote provided by Desert View.

Client's Name (Printed): _____

Client's Signature _____

Date: _____