

**TERMS AND CONDITIONS**

This contract sets out the terms and conditions under which we will provide the service to you.

**Site Fee:** The site fee is as set out on OEMS

**Insurance:** The lessee must provide a Certificate of Insurance providing evidence of Kshs1,000,000 General Liability insurance for the venue. The certificate shall name OEMS Inc. as an additional insured. The certificate is most easily available through your homeowner’s insurance policy or online.

**Disclaimer:** OEMS is not responsible for injuries, damages or losses that may occur during the event.

**Facility:** The site fee covers the time from 5:00-10:00PM on the day of the event unless prior arrangements have been made with OEMS. Break-down/Clean-up will only be permitted immediately following the event and not to exceed 2 hours. No Alcoholic beverages will be served after 9:30 pm. A curfew of 10:00pm is absolutely enforced for music. All guests must exit the premises by 10:30 pm.

**Setup and Breakdown:** All decorations must be approved in advance with OEMS. In addition, it is the responsibility of the Lessee to handle the setup and breakdown of the event. In most cases, your caterer will handle this for you, including setup and breakdown of tables and chairs, set up and removal of all decorations and removal of trash. A trash bin will be provided for you.

**Vendor Contracting:** The lessee will be responsible for the hiring of all vendors for the event. OEMS requires a “full service” licensed caterer. The caterer will be required to sign a catering contact with Pear Valley. A list of preferred caterers will be provided if you wish and while you are not required to use caterers from this list, these are vendors we have conducted business with before and have good working relationships established.

All vendors working the event must be licensed and provide proof of insurance. OEMS requires a licensed professional to operate and / or perform any music played. No one under the age of 21 will be permitted to consume any alcoholic beverages of any kind. OEMSE and its employees reserve the right to I.D. anyone and refuse service to anyone they feel is intoxicated. Any beverage not pre-authorized will be confiscated.

**Security and Parking:** OEMS provides security for events. It is the responsibility of the wedding party to make sure that parking is managed and all vehicles are in appropriate places.

**Pets:** No pets are allowed.

**Decorations and thrown items:** Please let us know prior to your event date what decorations or displays will be used and how they will be set up. We wish to verify that all items are safe and will not damage the structure of surfaces of the property. Any thrown items must be biodegradable, safe for animals and humans or completely cleaned up. Initial

**Children:** Children are allowed on property but they must be under parent or guardian supervision at all times. Children may not be left unattended at any time on the property. OEMS reserves the right to take necessary action if a child is or if children are endangering themselves or property.

I have carefully read and do understand the Event Agreement and Rules including the Hold Harmless and Indemnification portion. Any additions, deletions or revisions must be made in writing and approved by both parties. This Agreement and Rules document intends to reserve the event date and space for the Responsible Party

**OEMS Responsibilities:**

OEMS will have one on-site manager to oversee the event and safety, cleanliness, enforce policies and as a property resource.

The Responsible Party agrees to indemnify and hold harmless OEMS, Inc. from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by OEMS as a result of any claims or suits that OEMS may bring against OEMS to recover any losses, liabilities, costs, damages, or expenses which arise during or as a result of the Responsible Party’s event regardless of whether or not caused in whole or in part by the negligence or other fault.

I have carefully read and do understand the Event Agreement and Rules including the Hold Harmless and Indemnification portion. Any additions, deletions or revisions must be made in writing and approved by both parties. This Agreement and Rules document intends to reserve the event date and space for the Responsible Party.