



Three Oak Vineyards & Winery, LLC

Wedding, Reception, and Event Venue Guidelines and Rental Agreement

Year: 2019

This agreement is made effective _____ (date) by and between Three Oak Vineyards & Winery, LLC (herein "the winery") and _____ (herein "the client"). The Client represents that they desire to hold a ceremony and/or reception or event (herein "the event") at the winery.

Therefore, the parties agree as follows:

1) Tasting Room Ceremony—\$500 and 1-case minimum purchase

- a. *Tasting Room ceremonies are available Thursday-Sunday year-round (per availability).*
- b. **Partial day use**—Your event can be scheduled from 9am-3pm (event must be completed by 3pm).
- c. *This space can hold a maximum of 80 people.*
- d. Chair rental costs: Note any additional items needed are the responsibility of the Client.
_____ April-October: \$2.00 per chair with up to 80 chairs available. Cost \$ _____
_____ November-March: \$1.50 per chair with up to 80 chairs available. Cost \$ _____
- e. Tables Rental costs
 - i. Tables are available in the following options (price per table): Cost \$ _____
_____ 60-inch round: \$15.00 each (8 available)
_____ 6-foot rectangular: \$12.00 each (4 Available)
_____ 8-foot rectangular: \$15.00 each (4 available)

Included in your rental cost: microphones, changing room, setup assistance, access to winery bathrooms, and a complementary wine tasting for up to 4 people.

2) Outdoor East Vineyard Wine Porch & Patio Ceremony (Includes private use of the covered wine porch and patio only—for up to 70 guests) **Please initial below to accept an option**

- a. Wine Porch & Patio Ceremony with Wine Reception—\$800 and 2-case minimum purchase
_____ **Partial day use**—This event can be scheduled from 9am-3pm.
- b. Wine Porch & Patio Ceremony with Dinner Reception—\$1,400 and 2-case minimum purchase
_____ **One day use**—This event can be scheduled from 9am-11pm.
- c. *This space is available for your event from April-October, and can hold a maximum of 80 people.*
- d. *Chairs may be rented for \$2.00 per chair, with up to 80 chairs available.*

Included in your rental cost: microphones, portable toilet, changing room, setup assistance, access to winery bathrooms, and a complementary wine tasting for up to 4 people.

3) West Vineyard Event Area Ceremony and Wine Reception

Pricing: **Please initial below to accept an option**

- _____ 1-100 people: \$1,500 and a 2-case minimum purchase.
 - _____ 101-200 people: \$1,800 and a 3-case minimum purchase.
 - _____ 201-300 people: \$2,400 and a 4-case minimum purchase.
 - _____ 301-400 people: \$2,600 and a 5-case minimum purchase.
- a. *This is an outdoor event area and is **not** available for dinner receptions or dances.*
 - b. *This space is available for your event from April-October.*

- c. You may set up for the ceremony the day prior to your event. If you choose to have the wine reception after your ceremony, you may do so for up to **2 hours** following the ceremony.
- d. Chairs and table may be rented from the winery as listed above. Please note that Three Oak Winery has 80 chairs and 16 tables available. If you need more than 80 chairs and 16 tables for your event, all chairs/tables will need to be rented from an approved outside rental company.
- e. **Note:** Larger groups or events may require distant parking and shuttling to the event: **This shuttling is the responsibility of the Client.**

Included in your rental cost: Microphones, portable toilet, changing room, setup assistance, access to winery bathrooms, and a complimentary wine tasting for up to 4 people.

4) West Vineyard Event Area Ceremony with Dinner Reception in Wine Porch (Includes grass tent area)

- a. A full dinner reception can be held in the wine porch for up to 200 people. **All foods served** anywhere on winery property **MUST** be supplied by licensed and approved vendors. If you choose to have a dance along with your reception, you are allowed a total of up to 250 people for the dance. **Note: Due to our location, all loud music must cease by 10:00pm and soft music by 11:00pm. All guests must leave the property by 12:00am.**
- b. This option is available April-October.
- c. You may set up for the ceremony in the West Vineyard Event Area the day prior to your event, and the wine porch will be available for set up the day of your event (not the day prior).
- d. Please note that a tent (30'x60'), tables, and chairs for the dinner/reception will need to be leased from an outside rental company.
- e. Pricing (May-October): **Please initial below to accept an option**
 _____ 1-100 people: \$2,200 with a 2-case minimum purchase
 _____ 101-175 people: \$2,800 with a 3-case minimum purchase
- f. Pricing (April)
 _____ 1-100 people: \$1,700 with a 2-case minimum purchase
 _____ 101-175 people: \$2,300 with a 3-case minimum purchase

Included in your rental cost: Microphones, portable toilet, changing room, setup assistance, access to winery bathrooms, and a complimentary wine tasting for up to 4 people.

5) Offsite Ceremony with Reception and/or dance in the Wine Porch

- a. This option is available for up to 200 people at the dinner reception, and up to 250 people at the dance.
- b. The space is available for decorating the day of your event.
- c. All chairs, tables, and tent must be rented from an outside rental company.
- d. Prices vary on this option. (May-October): **Please initial below to accept an option**
 _____ 1-100 people: \$1,800 with a 2-case minimum purchase
 _____ 101-175 people: \$2,400 with a 2-case minimum purchase

Included in your rental cost: Microphones, portable toilet, setup assistance, access to winery bathrooms, and a complimentary wine tasting for up to 4 people.

6) Additional Options: Additional options may be added to the above venue terms, per availability and approval by the Winery. These items will be discussed and agreed upon by the Client and the Winery no later than **5 weeks prior** to the event.

7) Setup/Teardown Responsibility: The Client is responsible for setup and tear down of any outside rented items by the Client. **All decorations, linens, and gifts must be off tables by 12am the night of the event.**

8) Rental Deposit: The Client agrees to pay a **non-refundable rental deposit of 30%**. This payment is for the use of the venue for the specified date of the event and is payable at the time of agreement signature. If, for any reason, the Winery is unable to fulfill its obligation under this agreement, the entire deposit will be returned with no further penalties or liabilities. Note: Check may be held for a period of time.

Non-refundable deposit amount received: \$ _____ Date: _____

9) **Damage Deposit:** The Client agrees to pay a refundable damage and unforeseen costs (that arise the day of the event) deposit of \$500. **This is to be paid by separate check or money order.** This deposit is due at the time of agreement signature. This check will be returned to the Client up to three weeks after the event has been held if no damage was found. Damage deposit check received: \$ _____ Date: _____

10) **Agreement Timeline:** Timeline for items due prior to event:

At agreement signing:	Signed agreement is due 30% <u>non-refundable</u> rental deposit Refundable damage and unforeseen costs deposit
Five weeks prior to event date:	Total guest count is due All food, beverage, and event details are due to caterer and the Winery Rental price paid in full Wine tasting due Wine case purchase balance due Outside Vendor selections must be finalized All additional options will be finalized
Two weeks prior to event date:	Final counts provided to the Winery. Remaining balance for the event is due.

11) **Forms of payments accepted:** Cash, check, or money order. If wine commitment is purchased via the tasting room, a credit card may be used. This should be coordinated with the Winery Representative.

12) **Additional Charges:** Any additional charges incurred during the event that exceed those deposits and payments previously paid will be settled via an invoice within two weeks of the Event. **Client agrees to pay any additional charges within 2 weeks of the event.**

13) **Event Pricing Changes:** The pricing in the agreement is in effect for the agreement year through June 15th of the following year. If your event falls after June 15th of next year, an updated agreement will be sent and those rates will apply. Thus, this agreement is allowing you to lock in your event date by putting down the majority of your down payment.

14) **Date Changes:** In the event the Client is forced to change the date of the Event, every effort will be made by the Winery to transfer reservations to support the new date. There may be an additional cost for this date change based on agreement pricing rates at the time of the new date. No dates changes will be accepted within **90 dates of the Event.**

15) **Client Cancellations:** In the event of a cancellation, **the rental deposit is non-refundable. This includes weather-related cancellations.**

16) **Unforeseen Events:** The Client cannot hold the Winery responsible for failure to provide the basic facilities and services due to emergencies, catastrophes, or interruptions of public utilities. If an act of God were to occur preventing the event from taking place as scheduled, the Winery will allow the event to be rescheduled, pending availability, with no penalty.

Last minute cancellations of the outdoor site due to inclement weather will not be considered for refunds.

Note: The winery recommends ALL clients have and supply an alternate plan (church, hall, etc.) if weather is a concern for the event. If client is forced to cancel and move the event OFF-SITE for any reason, the client WILL BE responsible for ALL costs to that point, the 30% deposit fee and the minimum wine purchase payment (wine to be supplied as ordered).

17) **Rental Space**

The Client understands that they and their invited guests will abide by the Winery requirements while on the property, to include but not limited to the following:

- rented space is available for reservations from 9:00am-11:00pm (per venue and the above terms). Rental hours must be confirmed with the Winery Representative and indicated on your rental agreement.

- Photos before the ceremony at the winery are allowed after vendor agreements are signed. Please let the Winery Representative know the times that you will be at the Winery for your photos.
- **All activities must end at or before 11:00pm, including music. Louder music must end by 10:00pm. Last call for alcohol sold will be no later than 10:15pm.**
- **WARNING: NO SALES, OFFERING, SHARING, OR USE OF ALCOHOL TO ANYONE UNDER 21 YEARS OF AGE WILL BE ALLOWED. THIS INCLUDES ALL OUTSIDE VENDORS, GUESTS, FAMILY, OR FRIENDS. IF THIS IS DETERMINED TO HAVE HAPPENED, THE SUBJECT PERSON WILL BE ASKED TO LEAVE THE PREMISES AND PROPER LEGAL AUTHORITIES WILL BE CONTACTED IMMEDIATELY. NO EXCEPTIONS.**
- **All guests should vacate the grounds and parking area by midnight (12:00AM).**
- All vehicles are required to be removed from the site no later than 9:00am the day following your event.
- By 12:00am, all personal items, decorating, party accessories, and catering items must be removed from the property.
- All rental equipment or supplies must be delivered and picked up on the day of the rental during the rental hours, or by noon of the following day.
- Winery Representative must approve, in writing, any arrangements for early or late delivery/pickup of rental items (per venue and the above terms. Fees may apply). Final determination about early use will be made before the event, based on availability.
- Placement of all non-winery equipment, including tables, tents, catering equipment, etc., must be approved by the Winery management.
- Decorations will be allowed only to the extent that they are removable and **not adhered to any walls, woodwork, or ceilings** inside the facility in any way that would cause damage.
- Only **electric candles** are approved for use in the tasting room or wine porch. No open flames are allowed including matches, lighters, candles, or burners, except by insured caterers.
- All catering services must be removed when catering leaves.
- Extended beverage service must be approved by the Winery in advance. A certificate of liquor liability insurance MUST be supplied 30 days prior to the event by the attending beverage/bar service.
- No rice, birdseed, silly string, bubbles, confetti, or glitter is allowed inside the building or on the grounds.
- No outside food or beverages may be brought in. All alcohol must be purchased through the Winery or approved outside vendors. All food and other beverages must be provided by licensed and INSURED caterer, liquor store, or an approved outside beverage/bar services only.
- Approval for special decorations may be granted at the sole discretion of the Winery.

18) Rules and regulations

The following is a list of rules and regulations to be upheld by the Client, which includes all event planners, wedding coordinators and vendors who are involved in the planning and execution of the Event on the premises of the Winery.

- Children are the responsibility of their parents or guardians and must be supervised at all times.
- No pets are allowed during private events unless special arrangements have been made.
- All electrical outlets on the property are available for use by the Event parties and their vendors. The parties are welcome to inspect the locations and numbers of outlets prior to booking. **Wattage may be limited in some areas. Please discuss with the Winery Management PRIOR to contracting with a caterer.**
- **NO SMOKING** is allowed on the Winery premises unless a specific smoking area has been designated. If a specific smoking area is requested by the Client and approved by the Winery, a **\$50.00 charge** will be billed for this request AND all smoking must be done in this area ONLY.

19) Vendors

When considering vendors for your Event, please keep the following items in mind:

- The Client may select any vendor that is approved by the Winery. Vendors must be licensed by governing authorities and carry liability insurance. **Certificate must be provided 30 days prior to the Event.**
- Your catering company is responsible for the set-up, break-down, and clean-up of the catered site.
- Please allow appropriate time for break-down and clean-up of event space.
- All event trash must be disposed of in the designated areas at the conclusion of the event.

- All vendors (florists, bakers, musicians, photographers, rental company, etc.) must adhere to the terms of our guidelines, and it is the client's responsibility to share these guidelines with them.
- **Photographers must be reminded** that there are copyrighted and trademarked items at the Winery, and permission MUST be granted by the Winery prior to any use of said photographs outside the scope of the clients personal use (This includes social media, publications, signage, etc.) **NO EXCEPTIONS.**

20) Courtesy Protocol

- The Winery reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.

21) Liability

- **The Client cannot hold the Winery, staff, or volunteers liable from suit, actions, damages, and expenses in connection with personal injury, illness, or property damage or theft resulting from the use of any facility at the Winery.**
- **For events of 100 or more people**, we request a **General Liability Certificate of Insurance** covering the date of the event in the amount of \$250,000, naming the Winery as an additional insured. This must be received 2 weeks prior to the event. A general liability certificate can usually be obtained from your insurance or online broker.

22) Minimum Wine Case Purchases and Wine Tasting

- There is a minimum amount of wine that MUST be purchased by the Client, which can be found above in sections 1-5 (You will receive a case discount of 5% off of the retail case price).
- The Winery asks that the Client attend a private wine tasting to select which wines will be purchased for the Event. This wine tasting needs to be scheduled with the Client a minimum of **4 weeks prior** to the event. This is a private, complimentary wine tasting for the Client, family, or attendants, and is offered for up to 4 people. More may join and purchase, although space is limited. Wine chosen for the event must be paid for at the time of the wine tasting.

23) Non-Winery Alcohol

- Soda and water will be available for purchase. Water on table services are allowed by the caterer. No bottled drinks are allowed.
- Only alcohol purchased from the Winery or approved outside vendors can be consumed on the premises. There will be a \$100 fee charged to the Client for each guest found consuming alcohol not purchased from the Winery or approved vendors. This will be taken out of the damage deposit check.
- **At any time, if the Winery staff deems alcohol consumption to be excessive, the Winery staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises. NO EXCEPTIONS.**

24) Entire agreement: This agreement contains the entire agreement of the parties above, and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

25) Amendment: This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

26) Severability: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limits such provision it would become valid and enforceable, then such provisions shall be deemed to be written, continued, and enforced as so limited.

27) Waiver of contractual right: The failure of either party to enforce any provision of this agreement 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 agreement.

Rental Agreement

Year: 2019

A rental agreement must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm the Winery rental. This agreement is void if not returned within two weeks of issuance.

This agreement serves as a contract between the Winery and the Client.

Clients' full names (both parties): _____

Mailing Address: _____

City, State, and Zip Code: _____

Email Address: _____

Cell Phone Number(s): _____

Date of Function: _____

Time of Function: _____

Group Name: _____

Contact Person: _____

Estimated Number of People: _____

I, the Client, have read and understand the Guidelines and Rental Agreement. Any additions, deletions, or revisions must be made in writing and approved by both parties. This Agreement constitutes the extent of obligation of the Winery and I agree to abide by the outlined terms. The Agreement and Guidelines contained in the Agreement are to reserve the Event date and space for the Responsible Party.

Client Name:

PRINT: _____

Signature: _____ DATE: _____

Three Oak Vineyards & Winery, LLC Representative Name:

PRINT: _____

Signature: _____ DATE: _____