FACILITY RENTAL AGREEMENT

THIS AGREEMENT ("Agreement") is between <Winery> and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (henceforth known as the Customer), and is for the purpose of describing the commitments and responsibilities of the customer regarding holding an event on the <Winery> Premises. Customer will rent the facility for the purpose of hosting a \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017 from \_\_\_\_\_\_pm to \_\_\_\_\_\_\_\_\_pm. For the purposes of this Agreement, the following portions of the facility will be included. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# Commitments and Responsibilities of the Customer

## **Rental Fees:**

The facility Rental fee is **$\_\_\_\_\_\_\_\_\_\_\_\_.** The non-refundable booking deposit will be **$\_\_\_\_\_\_\_\_\_\_\_\_.** Receipt of this deposit confirms the facility rental for the date of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** The remaining balance is due 14 days prior to the event. In lieu of a security deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a credit card number with preauthorization for any damages that occur during the event will be taken 14 days prior to the event. The credit card will be charged only if damages occur during your event. Should any damages exceed the amount of the preauthorization, <Winery> will bill the Customer the difference. Additional staff, as noted below and agreed by the Customer, are available at a rate of $\_\_\_\_\_\_\_\_\_\_\_\_. Additional fees may include wine cost, additional tent rentals and any other charges accrued through the facility.

**Initial** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **Set-Up and Decorations:**

**Set-up, in full, is the sole responsibility of Customer and/or Customer's caterer.** This includes the rentals that you and/or they provide. Customer bears sole responsibility for all rented items. For liability reasons, Winery will not set up or take down any items brought in by Customer or Caterer.

The tasting room and side patio will remain open to the public 7 days a week until 6pm. The facility as a whole cannot be “Turned Over” to a private event until 6:00pm, but rental equipment can arrive any time during regular winery business hours. Likewise, decoration of the areas other than the tasting room and side patio can begin the day of the event during regular business hours, but may not interfere with regular winery business. Any appointments for planning leading up to the event (wedding planner, caterer) must also take place during regular business hours. If items need to be dropped off or decorations need to be set up outside of regular hours, then arrangements must be made ahead of time and may result in additional staffing charges. **Initial**\_\_\_\_\_\_\_\_\_\_\_\_\_

Decorations may not be nailed, tacked, or stapled to any part of the winery building, inside or out.

Decorations must be removed at the conclusion of the event. <Winery> reserves the right to remove any decorations that may be seen as a damage liability, and therefore we suggest that all decorations be discussed in advance. **Initial** \_\_\_\_\_\_\_\_\_\_

***Alcohol:***

The only wine that may be served at the event, without the express written permission of <Winery> is <Winery> wine. A minimum of \_\_\_\_\_ cases of <Winery> wine must be purchased for the event. **By ABC law, other alcohol (including wine other than <Winery> wine, all beer, and all spirits) may only be served at the event if your caterer has an ABC Caterer's license or Customer obtains a one-day special event license through ABC (www.abc.virginia.gov). A copy of the caterer's license must be provided to <Winery> 30 days before the event; a copy of an ABC one-day special event license (if applicable) under which alcohol will be served MUST be provided to <Winery> no later than 48 hours in advance of event. No alcohol will be permitted on site without the appropriate permit on file with <Winery>.** No alcohol may be served to persons under the age of 21, or who are intoxicated. **Initial\_\_\_\_\_\_\_\_\_\_\_\_**

***Caterer:***

**You are required to use a licensed caterer. <Winery> will need a copy of the caterer’s license to serve food at least 6 weeks before your event**. <Winery> can provide you with a list of recommend caterers upon request. The Caterer is responsible for all linens, silverware, plates, glassware, and any necessary rentals, including fans, heaters, coolers and ice for any drinks they provide for the event. Winery will provide you and your caterer a list of all table sizes so that appropriate sized linens can be ordered. Additionally, the Caterer is responsible for removing all rentals with them, or having them picked up at an agreed upon time. Winery is not responsible for any rented items. **Initial\_\_\_\_\_\_\_\_\_\_\_\_**

***Restrooms:***

During an outside event, Winery has two portable restrooms for use. There is one handicapped unit and one single stall unit. There are three restrooms (two upstairs, one downstairs) inside that guests may have access to if requested during the planning of an event. **Access to the indoor facilities requires adding the cost for one additional staff member**. **Initial\_\_\_\_\_\_\_\_\_\_\_**

***Parking:***

**All attendees of an event must park in front of the grapevines (in event parking) or directly behind them in the graveled area.** The only vehicles permitted in the back of the building will be those belonging to handicapped or authorized individuals, or those who are loading and unloading objects for the event. **Initial\_\_\_\_\_\_\_\_\_\_\_\_**

***Clean-Up:***

**All clean-up is the responsibility of the Customer**. The Customer must ensure that all decorations and trash are removed, and the facility is left in original condition no later than \_\_\_\_\_\_ hours after the scheduled end of the event. Any items rented from an outside company must be removed from the banquet room at the conclusion of the event or at an agreed upon time. **Initial\_\_\_\_\_\_\_\_\_\_\_**

***Cancellation:***

**Initial booking deposit is non-refundable and non-transferable. Any balance in excess of the deposit is refundable within 10 days of the event, including in the case of inclement weather.** **Initial**\_\_\_\_\_\_\_\_\_\_

***Miscellaneous:***

<Winery> is not responsible for theft, damage, or loss of property during the event, including damage to items outside due to inclement weather. Customer is responsible for the safety and actions of all event guests. **Initial**\_\_\_\_\_\_\_\_\_\_\_\_\_

<Winery> is a working winery; portions of the property may be inaccessible to guests during certain parts of the year as dictated by the production cycle. Likewise, there may be noise associated with production activities during certain parts of the year. Landscaping and use of buildings may also change throughout the year. While <Winery> will make reasonable efforts to minimize the impact of these activities on the event, <Winery> facility is rented AS-IS at the time of the event. **Initial**\_\_\_\_\_\_\_\_\_\_\_\_\_

WARNING: Under Virginia law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risk of agritourism activities include, among others, risk of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity. **Initial**\_\_\_\_\_\_\_\_\_\_\_\_\_

Should the Customer violate this Agreement, <Winery> can require Customer to immediately vacate the premises, and the Customer will be responsible for all damages and fees incurred, as determined by <Winery>.

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Date Customer Signature

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Date <Winery> Signature