**Three Brothers Winery**

Event Contract for | *(Name)*

2411 NE 244th St, Ridgefield WA 98642 | 360-903-7188

**Entire Agreement:** This contract is the entire agreement between the parties and no other statements, promises or inducements made by either party will be binding unless contained in this contract and witnessed by signature of both parties.

**Fees | Minimum Payments:** The Winery will provide function space on (DATE). The facility fee will be $\_\_\_\_\_, and the beverage minimum will be $15 per person. These prices do not include a 20% gratuity charge plus sales tax. Gratuity will not be charged on the facility fee, only wine and food costs.

The prices quoted are contingent upon your guest count of around \_\_\_\_\_people. The winery reserves the right to adjust function space at the reservations due date based on actual attendance at levels different than contracted.

**Set-Up and Tear Down:** The event is considered to begin when set-up for the event begins or guests arrive, whichever occurs first. Rental times should include time needed for set-up and tear-down including delivery and pick-up of all supplies and equipment. The event is considered over when all guests and vendors have left the winery, and materials such as supplies and decorations have been removed. Exceeding time limits, either before or after agreed upon time, will result in an hourly fee applied at either $\_\_\_\_ if during our business hours, or $\_\_\_\_ after our operating hours.

**Food:** All food must be supplied by the winery *or* by a licensed caterer. The winery reserves the right to approve all outside vendors and requires notice and contact information for any chosen vendor at least 30 days before the day of the event. The chosen catering service must provide staffing for service of food and be present during the entirety of the event.

Renter and caterer are responsible for all food service including: linens, utensils, dishware, clean up of food service areas, and disposal of trash.

The renter, or a vendor of the renter, must provide water service and non-alcoholic drinks during the event.

**Rentals:** If items are needed beyond what the winery can provide, including but not limited to tables, chairs, dishware, or tents, renter will need to contract a vendor to supply the needed items. Set up times for those items must be arranged with the winery and may be subject to approval and fees. Any breakage of loss of property costs to rented goods or property of the winery will not be the responsibility of the winery and will be billed directly to the event party.

**Decorations:** Groups are welcome to contribute decorative items to their rented setting but are asked to choose materials carefully. No hanging of any item is allowed that may cause damage to walls or furniture. Candles should be shielded by glass or other non-flammable material. No scented candles, oils, or potpourri are allowed inside the main facility where we serve our wine. No wet, greasy, or sticky substances such as bubble machines, fog machines, dance floor wax, silly string, etc. Floral arrangements should be in an oasis base with very little water. Any permanent damage created by these clearly stated substances will be considered willful damage. The winery will not be held liable for any injury, damage or loss as a result of items brought in.

**Children:** Children are always welcome and have the same access to the winery grounds as adults. Small children must be supervised at all times and not allowed to wander off the property, as we do have natural hazards, ponds.

**Smoking:** No smoking is allowed within 8 feet of any structure. Excessive littering may be considered damage.

**Alcohol use**: The adult guests should be mindful and supportive of preventing underage drinking. The winery has the right to ask the entire party to leave if a minor is seen consuming alcohol or shows signs of intoxication. All guests should bear in mind it is illegal to be publicly intoxicated. A designated driver or chauffeured service provides a measure of traveling safety but does not excuse public intoxication of passengers.

**Items left unsupervised:** Equipment or items belonging to a renter or subcontractor must be brought in and removed within the terms of the rental agreement. The rental fee may be amended for space taken up by left equipment. The winery does not guarantee the condition or safety of any items left behind or unsupervised.

**Other Expressly Disallowed:** The discharge of firearms by winery visitors is prohibited. Any firearms carried onto the property should remain locked securely in a vehicle. No paintballs. No animals. No fireworks. No snowmobiles.

**Payment:** A credit card number must be given to hold the date upon signing the contract. At time of signing, half of the facility fee will be due. On the date of the event after services have been rendered the remaining facility fee, charge for beverages, food charge (if applicable), and 20% service charge are due.

**Cancellation:** Unless otherwise noted, a 50% cancellation fee will be charged for cancellations within 60 days of the date. A 90% fee will be charged for cancellations within 48 hours of the event.

**Refunds:** It should be understood that outdoor venues are by nature unpredictable. In the circumstance that the winery is not able to provide a service as stated, the winery will not be held responsible due to rain, power outages, fire, flooding, or inclement weather. No refunds or damages will be paid for disappointments that might include actions of other guests, air and road traffic, adjacent farming operations, country odors or any other situations that are out of the winery’s reasonable control. The winery expects full payment when all efforts have been made in good faith. The quoted cost of any portion of requested service that was not provided due to failure on the winery's part, and not for any reasons aforementioned, will be deducted from the total charge.

**Indemnification of premises:** The renter agrees to indemnify and hold harmless Three Brothers Winery and any person in its employ for injuries or property damages/loss to others during the rental event, including but not limited to death, personal injury, property damage, or any other incidents that may occur to any person(s) by use of the premises during the term of the agreement. The term of the agreement starts when the first contractor or guest arrives on the property and concludes when the last contractor or guest

leaves the premises. Vendors of any brought-in product are solely responsible for damages resulting from the sale of unsafe or unsound goods.

**Other Liability:** The winery is not responsible for the actions of any visitor while at the winery for any injuries, harm, or damages that may result to other visitors (customers, party guests, vendors, promoters, etc.) or their property. Any damages that occur to the property during the event will be billed to the renter.

**Proof of Insurance:** This section applies to large weddings and larger events.

A Certificate of Liability Insurance will be required from the contact person named in the rental contract if the event is a wedding or a larger private event. The certificate must list Three Brother’s Winery as additionally insured, specifying the event and dates including any planning, set-up or tear-down. Certificate holder information should read: Three Brother’s Winery, 2411 NE 244th St, Ridgefield WA 98642.

Businesses should have existing liability insurance and can request a certificate from their current business insurance carrier. This includes, but is not limited to, event planners and their subcontractors, vendors, transportation services, corporations and travel agencies. Any individual will be considered an event planner, whether in business or not, if they provide any of the following services: organizing the event, promoting to the public, taking reservations, collecting money, hiring or providing transportation. Such individuals should be cautious and aware of liability issues and must provide proof of insurance.

Any vendor who will interact with the public independently and out of the direct supervision of winery staff must provide proof of liability insurance. Any vendor who creates and/or sells a product must provide proof of product liability insurance. Limousine and shuttle services hired for a rental event must provide proof of liability insurance for both the business and the vehicle. Families or individuals organizing an event with elements requiring a rental contract must have a family representative, on behalf of the entire party, seek an event liability policy or rider from their current homeowner’s insurance company. Some corporate insurance policies may cover offsite activities of its employees. For uses such as business meetings or team building exercises with elements requiring a rental contract, a letter from the human resources department detailing their insurance coverage will be accepted as proof of insurance and should specify the event.

Otherwise an event liability policy must be obtained or signed release forms secured from each attendee. The winery may also request proof of insurance from individuals or entities not otherwise described above.

**Severability:** Should any provision of this contract be found unenforceable or invalid, the other provisions shall still remain enforceable and valid. Jurisdiction: The persons in this agreement are subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, etc. The parties agree to cooperate with each other to ensure compliance with such laws. This agreement shall be governed by and interpreted under the laws of the state of Washington. The exclusive jurisdiction and venue for any legal proceeding shall be Clark County in Washington. The winery may seek allowance for all costs necessary to enforce the contract.

**Recap of Event Details**

**Date:**

**Guests:**

**Facility Fee:**

**Beverage Minimum:** $15 per person *(\_\_\_\_ minimum)*

**Food Service:**

**Rental Space:**

**Additional Rentals Included:** Use of all round tables and folding chairs

**Beer to Be Ordered By 3 Brothers:**

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GUEST SIGNATURE THREE BROTHERS WINERY

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DATE DATE