



Hummingbird Estate
1677 Old Stage Road
Central Point, OR 97502
(541) 930-2650
hummingbirdestate.com

Vineyard Package Contract

Prepared For:

Event Date:

Guest Count: **MAX 150**

Address:

Phone:

Email:

Occasion:

Last Change:

Locations: **See Below**

Notes: 2 hours allowed day prior for rehearsal of ceremony. 10-hour time frame allowed day of wedding to allow for setup and take down within the hours of 7:00am - 9:30pm as well as from 7:00am - 11:00am day after.

Start:

End:

Charge:

Charges

Location: Front Lawn (reception) & back lawn (ceremony).....\$5000.00

Note: Includes bar setup and bartending staff at primary reception location. Does not include alcohol. Includes two one-hour consultations with venue coordinator.

Damage Deposit (refundable).....\$1,000.00

Security (5 hours).....\$200.00

Facilities.....\$300.00

Optional:

2-night stay Sequoia Suite.....\$600.00

Contract for Service

It is our intention and desire for you to have the best possible experience at our venue, Hummingbird Estate. It is with this in mind that we set forth these provisions for the safety and care of you and your guests.

Fees ____ (Initial Here)

1. Contract Deposit: Fifty percent (50%) of total charges is due in full upon execution of this Contract. The remainder (plus other charges detailed in this Contract) are due and payable no later than thirty (30) calendar days prior to the Event. If the event is initially reserved within thirty (30) days of the event, the entire Rental Fee shall be due upon reservation and execution of this Contract.

2. Damage Deposit: Client shall be liable for all damage to the Premises or the personal property of Hummingbird Estate during the Event (including set-up and clean-up periods). A \$1000.00 Damage Deposit is due and payable in full no later than thirty (30) calendar days prior to the Event. Failure to pay the Damage Deposit by this deadline shall constitute a cancellation of the Event by the Client, with a cancellation fee as determined by the schedule provided in Section 3.6, below. It is agreed that any additional charges incurred during the Event will be deducted from the Damage Deposit, and remainder will be refunded to the Client. Such charges may include, but are not limited to, additional cleaning charges, repairs to premises, including landscaping, and any damages to the facilities or property as determined at the sole discretion of Hummingbird Estate. Any refund, including an accounting of any expenses deducted from the Damage Deposit, shall be made within ten (10) business days of the Event; provided, however, that Hummingbird Estate reserves the right to hold the deposit for such additional time as may be necessary to determine the full extent of the damage, if any, and to make all repairs. If repairs or replacement costs exceed the amount Damage Deposit, Client shall be liable for the excess amounts quoted at full retail cost decided solely at the discretion of the venue with no option for a second opinion. Client will receive a bill from Hummingbird Estate, in which payment in full is due within thirty (30) days.

Rental Terms ____ (Initial Here)

3.1 The Rental Fee is for the Client's rental of the Premises for the period stated above. An extension of the contracted time will be billed at an additional hourly rate, provided, however, that no event may exceed the time stated in Section 5.6, below.

3.2 Fridge Space: One standard sized fridge, located in the garage of the main house, will be available for storage purposes (freezer not included).

3.3 Storage Space: An outdoor location space is available to store any rental items needing to be brought on the property. It will be available for drop-off and pick-up daily, from Friday - Monday from 9am - 6pm. Client or representative of client must be on site at the time of drop off and pick-up to sign for items and verify no breakage. Hummingbird is not liable or responsible for any damage done to items during drop off, pick-up, or the time stored on our property. All rented items cannot be moved anywhere else on property or set-up prior to designated set-up time as described in 5.2. All items must be moved back to the designated space during clean-up on Sunday by 11:00am.

3.4 Additional Set-Up Charges: Any additional changes to the event location set-up, after the area is set, will incur additional labor charges at the rate of twenty-five dollars (\$25.00) per hour, minimum one (1) hour charge.

3.5 Cancellation Policy: Should Client cancel the Event for any reason, Client shall pay a cancellation fee based on the following schedule: (1) if cancellation date is ninety (90) calendar days or more prior to the Event date, Client shall pay twenty-five percent (25%) of the Rental Fee; (2) if cancellation date is less than ninety (90) calendar days, but more than thirty (30) calendar days from the Event date, Client shall pay fifty percent (50%) of the Rental Fee; (3) if cancellation date is thirty (30) or fewer calendar days prior to the date of the function, Client shall pay one hundred (100%) of the Rental Fee. It is acknowledged that such cancellation by the Client will cause Hummingbird Estate to incur damages and losses that are difficult to compute with certainty. Accordingly, such cancellation fee is intended not as a penalty, but as liquidated damages to compensate Hummingbird Estate for not accepting other reservations, and that the parties hereby agree that the cancellation fee represents a fair, reasonable, and appropriate measure of such losses. Any cancellation pursuant to Section 6.4, however, shall result in refund to Client of all amounts paid to date. Under no circumstance shall Hummingbird Estate be liable to Client for any incidental, indirect, or consequential damages, or lost profits arising under or relating to this Contract, even if such damages are reasonably foreseeable or known to Hummingbird Estate.

Alcohol Policy _____ (Initial Here)

4.1 No Outside Alcohol: No outside alcohol is allowed on the Premises during the Event. Failure to honor this Section may, at Hummingbird Estate's sole discretion, result in forfeiture of the damage deposit, confiscation of the alcohol, the immediate termination of the Event, and the complete forfeiture of all funds paid by Client. It is the Client's sole responsibility to inform guests about Hummingbird Estate's alcohol policy, and to ensure full compliance with said policy.

4.2 Preferred Bartender: Hummingbird Estate shall coordinate all alcohol, which shall be provided by Hummingbird Estate's preferred servers (currently: Hummingbird Estate); provided, however, that it shall be Client's responsibility to timely complete all drink menus and supply requested information to the bartender.

4.3 Alcohol Minimum: Hummingbird Estate requires a minimum of \$1500 in alcohol sales whether consumed on property or taken home. If sales don't meet minimum, the difference will be billed to Client or deducted from the Damage Deposit at Hummingbird Estate's sole discretion. A minimum of 20% gratuity is required. Card presented to pay for initial fees will be used for bar tab and gratuity unless otherwise specified.

4.4 Security: To assist with the Client's compliance with this policy, Client may retain additional security personnel from a preferred vendor.

4.5 OLCC Compliance: Client understands that liquor will be served by licensed OLCC servers and in a manner consistent with OLCC regulations. Servers reserve the right to request proof of age from any and all Event attendees, to refuse to serve any Event attendees, and to discontinue alcohol service entirely at server's sole discretion.

4.6 Alcohol Services: All alcohol served on the Premises will be procured and monitored through Hummingbird Estate. Alcohol allowed includes beer, wine and champagne, no liquor. Failure to honor this Section may, at Hummingbird Estate's sole discretion, result in a \$1000 fine, confiscation of the alcohol/food, the immediate termination of the Event, and the complete forfeiture of all funds paid by Client.

4.7 Consumption: All alcohol must be consumed on the Premises and cannot be taken off the Premises with the exception of unopened bottles of Hummingbird Estate wine.

4.8 Gifts: Any gifts of alcohol received/given at the Event cannot be consumed during the event or on Hummingbird Estate Property.

General Venue Use Policies ____ (Initial Here)

5.1 Premises: The "Premises" are defined as the locations on the property rented above. Client understands that the restrooms and tasting room are shared facilities, and other events may be concurrently scheduled on the property. For the purpose of this Contract, "Hummingbird Estate" is defined as the area within the fences on the south, west and north sides and west of Old Stage Road.

5.2 Access: Client may have access to the Premises at 7:00am to start setting up. Earlier access or setup the day before must be approved by the general manager.

5.3 Capacity: Client acknowledges and agrees that the maximum capacity of the Premises is the persons stated above.

5.4 Cleanup Responsibilities: Hummingbird Estate staff will vacuum and mop floors on the Premises following the Event as part of the Rental Fee. Any additional cleanup that is deemed necessary by Hummingbird Estate, including picking up any refuse (including, but not limited to, decorations, balloons, streamers, plants/trees) will be performed by Hummingbird Estate staff at the rate of \$25.00 per hour (per person).

5.5 Trash: Hummingbird will provide 3 trash bins and trash bags for stated trash bins. Day following wedding all left over trash must be brought up to the carport by clients. Hummingbird does not provide trash for the caterer, cater must remove all their own trash and provided the necessary receptacles.

5.6 Event Time: Premises must be vacated by 9:30pm.

5.7 Good Neighbor Policy: All weddings or events intending to play amplified music (e.g. have a DJ) or employ bands with drums or horns must rent a tent. Tent must have at least three sides lowered, with the open side facing east towards the vines. Music must cease by 9pm, or the damage deposit is forfeited.

5.8 Hosting: By executing this Contract, Client represents that the Event is hosted by Client. Client further represents that there is no cover charge or tickets to the Event sold on the open market. If Client misrepresents the purpose/host of the Event, Hummingbird Estate has the

right to terminate this Contract and Client shall be liable for the cancellation fees according to the schedule stated in Section 3.4, above.

5.9 Inspection/Accessibility: The Premises and Hummingbird Estate are accepted “as is,” including outdoor spaces, and by execution of this Contract and taking possession of the Premises for the Event, Client shall be deemed to have accepted the Premises as being in acceptable order, condition, and repair. Hummingbird Estate and the Client agree that not all buildings and grounds of Hummingbird Estate are accessible to disabled persons, and that Hummingbird Estate shall bear no responsibilities for ensuring that all buildings and areas are accessible to disabled persons. Client acknowledges outdoor events are subject to seasonal and natural conditions.

5.10 Insurance: The client will be responsible for supplying Hummingbird Estate a Certificate of Insurance listing HUMMINGBIRD ESTATE LLC as “additional insureds” for a combined single limit of \$500,000.00. Client can obtain the above certificate through his or her homeowner’s policy, business, or rental policy. It will be up the Client to supply this certificate to Hummingbird Estate within thirty (30) days of the Event. Client assumes full and complete responsibility for the conduct of the Event, including but not limited to the conduct of all guests and other persons in attendance, for all injury or damage to property, real or personal, and/or to persons arising out of or in any way related to use of the premises by Client, Client’s guests, or any other person or entity involved with the Event or on the Premises.

5.11 Returned Check Fee: Client agrees to pay a \$50.00 service charge for all returned checks.

5.12 Smoking: There is absolutely no smoking/vaping allowed on the Premises or Hummingbird Estate. Smoking or vaping section is off Hummingbird property, property begins at Old Stage Road.

5.13 Ongoing Activities During Event: Tasting room will remain open during regular tasting room hours the day of the event unless terrace is rented as one of the event locations. Inn guests will have access to the premises unless all suites are rented out with the event.

5.13 Vendor Selection: Any outside vendor that enters the premises must be licensed and insured as well as approved by Hummingbird Estate. It is at the client’s sole discretion to ensure that any outside vendors abide by these regulations.

5.14 Animals: No pets allowed. Service dogs welcome in the company of their owners.

5.15 Children: All persons under the age of 16 must be accompanied by an adult. Hummingbird Estate is not liable for any accidents in relation to unattended children.

5.15 Disallowed Materials: No burning of any real candles. No sparklers or throwing of bird seed or confetti (including biodegradable confetti) allowed at any time during the event.

5.16 Confirmation: To best accommodate all set-up requests, the final arrangements (including number of attendees) must be confirmed with Hummingbird Estate no less than seven (7) working days prior to the Event.

Miscellaneous ____ (Initial Here)

6.1 Assignment: Client may not assign this Contract, in whole or in part, without the prior written consent of Hummingbird Estate.

6.2 Attorney Fees: In the event of any dispute regarding this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in such dispute, including reasonable attorney fees, even though suit or action is not filed. If suit or action is filed, the prevailing party shall be entitled, in addition to costs and disbursements allowed by statute, to such additional sums as the court may adjudge as reasonable attorney fees at trial/arbitration, on any appeal, and/or in any bankruptcy proceeding.

6.3 Indemnification: Client hereby agrees to indemnify, protect, defend, and hold harmless Hummingbird Estate from and against any and all claims, demands, losses, damages, costs, injuries, liens, judgments, penalties, attorney's fees, expenses, and liabilities concerning or relating any injury or damage to property, real or personal, and/or to persons arising out of or in any way related to the use of the Premises by Client, Client's guests, or any other person or entity involved with the Event or on the Premises, even if caused or alleged to be caused by the sole, joint, comparative, or concurrent negligence of Hummingbird Estate. Client hereby releases and forever discharges Hummingbird Estate, its owners, members, successors and assigns, of and from and any and every claim, demand, action, suit or proceeding, of whatever kind or nature, in law or equity, arising from or by reason of any injury to person or property arising from or relating to any accident which may occur on the Premises during the Event, even if caused or alleged to be caused by the sole, joint, comparative, or concurrent negligence of Hummingbird Estate.

6.4 Acts of God: The parties agree that Hummingbird Estate may cancel the Event at any time due to an Act of God, in which case all payments received from the Client will be fully refunded.

6.5 Liability: Client understands that Hummingbird Estate does not assume or accept responsibility for conditions beyond the control of Hummingbird Estate, including the weather, or damage or loss of any merchandise or articles left in the room prior to, during, or following the Event.

Signature

This Contract contains the complete understanding of Client and Hummingbird Estate with regards to the Event. Any changes to this Contract must be in writing and signed by both Hummingbird Estate and Client.

By signing, Client accepts all terms and conditions listed above.

The undersigned, on behalf of Hummingbird Estate, is an authorized representative of Hummingbird Estate, and agrees to the above terms of this Contract. It is understood by the Client that this Contract is tentative and not binding until initial payment and this signed Contract is received by Hummingbird Estate.

Client Signature: _____ Date: _____

Hummingbird Representative Signature: _____ Date: _____