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# Special Event Contract

## 1) VENUE RENTAL FEE(S):

(a) The Clients or Representative for the Client (s), agree to pay an initial nonrefundable deposit of 25% of the total of all fees. This payment serves to hold the venue for the specified date of event or wedding and is payable at the time of contract signature. A 25% refundable security deposit is required and will be returnable to the client (s) original payment method up to up to 14 business days after the event has been held once property has been inspected for any potential damage from the event or wedding.

(b) The remaining agreed upon VENUE RENTAL FEES will be due 30 days prior to the date of the event or wedding.

(c) Payments may be made via (cash delivery, certified check, or credit card.)

## 2) DATE CHANGES:

In the event the Client (s) is forced to change the date of the event or wedding every effort will be made by Tidewater Winery, LLC., to transfer reservations to support the new date. The Client(s) agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Client(s). The Client(s) further understands that last minute changes can affect the quality of the event and that Tidewater Winery, LLC, is not responsible for these compromises in quality.

## 3) CANCELLATIONS:

In the event of a cancellation of a special event or wedding, all payments made to date minus your 25% non-refundable deposit will be returnable to the client (s) original payment method up to up to 14 business days after the event is canceled. We understand that sometimes it is necessary to change or cancel a reservation. All cancellations or reservation changes must be made in writing. The guest is responsible for verifying that Tidewater Winery, LLC, have received their cancellation letter.

## 5) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by Client(s), which includes all EVENTS PLANNERS,

WEDDING COORDINATORS and VENDORS who are involved in the planning and execution of the special event on the premises of Tidewater Winery, LLC.

(a) Parking: All vehicles associated in any way with the event or wedding must be parked within the parking area or the drive. No vehicles shall be parked on any other lawn surface unless granted permission by the owners.

(b) Candles: All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass.

c) Barbecues/Grills: Barbecues and grills are to be used outside only. No fires are to be started directly on the grounds of the venue.

## 6) EVENT ENDING TIMES:

All events must end by 11:00 p.m. on Friday and Saturday evenings, 10pm on Sunday-Thursday evenings to allow for cleanup and closure of the site by midnight and 11:00 p.m. respectively.

## **7) DECORATIONS:**

**Decorations may not be hung with tape, wire, nails or screws that will damage the venue. No tape allowed on any painted surface.** All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Client(s) and the venue.

Note: The use of live flower petals, birdseed and blowing bubble is permitted only outside for wedding and reception farewells. Rice, confetti (including balloons), artificial flower petals, glitter, pyrotechnics, and sparklers are not permitted inside or outside the facility.

## **8) INSURANCE:**

Client(s), through Event Planner or Caterer shall maintain Commercial General Liability Insurance including Host Liquor liability, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such Insurance shall name Tidewater Winery, LLC. As additional insured, and a certificate of insurance with an endorsement must be provided 30 days prior to the event.

## **9) WINE AND BEER SERVICE:**

All wine and beer must be purchased through the Tidewater Winery Tasting Room. In addition, all cleanup of bottles and cans must be done by Lessee. No outside alcohol of any type is allowed on the premises. If you choose an open bar, you will be charged 16% gratuity on the final total for tasting room staff. There is no fee for Champagne toast if the catering staff provides, opens and serves. Tidewater Winery will provide one staff member per one hundred guests to handle bar service; your caterer should handle tableside service. No one under the age of 21 will be permitted to consume any alcoholic beverages of any kind. Tidewater Winery and its employees reserve the right to I.D. anyone and refuse service to anyone they feel is intoxicated. Any beverage not preauthorized will be confiscated.

**10) SECURITY DEPOSIT:** A 25% security deposit will be returned within 14 days after the event as long as there is no damage and venue policies have been followed at the venue. If any damages that exceed the amount of the security deposit shall be the responsibility of the person financially responsible for the event.

## **11) VENDOR CONTRACTING:**

The lessee will be responsible for the hiring of all vendors for the events. Tidewater Winery requires a "full service" licensed caterer. A list of preferred caterers will be provided if you wish and while you are not required to use ours from the list, these are the vendors we have conducted business with before and have a good working relationship established. Tidewater may, by means of an addendum to this contract, make the catering arrangements for you for an additional service fee.

## **12) SMOKING:**

Smoking is only allowed outside on the west side deck and smokers must use ashtrays and dispose of cigarette butts. All butts around the exterior grounds must be picked up and disposed of following the event.

## **13) CHILDREN:**

All children under the age of 18 must be under parent or guardian supervision at all times. Children may not be left unattended at any time on the property. Tidewater Winery, LLC., reserves the right to take necessary action if a child is endangering himself or herself or property.

## **14) RENTAL ITEMS:**

The rental company will be contacted separately by Client or day of coordinator. Client or day of coordinator will assist in the coordination receiving and pickup of rental items. Tidewater Winery is not responsible for any lost or damaged items during the event.

## **13) RESTROOM:**

Tidewater Winery has two restrooms available. Preceding the event our staff will ensure that the restrooms have been cleaned and are stocked with toilet paper, paper towels and soap. During the event, the on-site manager will maintain the cleanliness of the restrooms. Tidewater Winery reserves the right to charge an additional \$200 for excessive use or damages such as having to clean up vomit at the event.

**14) SETUP AND BREAKDOWN:**

All decorations must be approved in advance with Tidewater Winery. In additions, included in your fee is table and chair rental for 100. However, for special decorating and handling, it is the responsibility of the client to handle setup and breakdown of the tables and chairs, set up and removal of all decorations, removal of all food items, and removal of all trash. Trash bins will be provided for you. If you would like Tidewater to handle the set up or clean up there is a fee of \$350 for each.

**15) TIDEWATER WINERY RESPONSIBILITIES:**

Tidewater Winery will have one on-site manager to oversee the event and the safety, cleanliness, enforce policies and as a property resource. "The Client agrees to indemnify and hold harmless Tidewater Winery, LLC, the Client assumes the entire responsibility and liability for losses, damages and claims arising out of injury to persons or damage to displays equipment, or other property brought upon the premises and agrees to indemnify, defend and hold harmless the Tidewater Winery, LLC., and it's owners, servants, agents and any employees against all claims or expenses for such losses, including reasonable attorney's fees, arising out of the use of space at the event. The renter understands that Tidewater Winery, LLC., does not maintain insurance covering the renter's property or any injury and it is the sole responsibility of the renter to obtain such insurance.

**16) FAILURE TO COMPLY WITH TIDEWATER WINERY, LLC. VENUE POLICIES WILL FORFEIT SECURITY DEPOSIT.** I have carefully read and do understand this 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 Client.

**17) FAILURE TO MAKE FINAL PAYMENT BY DUE DATE MAY CAUSE YOU TO FORFEIT THE VENUE.** Unless written arrangements are made and agreed upon in writing, your final payment is due by your due date. Failure to meet the deadline you are subject to cancelation of the venue and will forfeit all payments made to date. By signing below, you agree to all terms and conditions of this contract.