

Amy's Courtyard ~ 3575 G Road ~ Palisade, CO 81526
Tel: (970) 464d 4959 ~ Cell: (970) 361d 6022

2018 Special Events and Wedding Venue Contract for over 100 guests ~\$4,200 + \$500 DAMAGE DEPOSIT and \$500.00 Wine minimum~

Congratulations on your special event! Thank you for considering Amy's Courtyard. The following guidelines have been put in place to better serve you, the client, and for the protection of the vineyard and its amenities.

This Contract is made effective as of _____ (date) by and between Amy's Courtyard, Inc., (AMYS) (a Colorado corporation), and _____ (CLIENT).

The CLIENT represents that they wish to hold a special event (EVENT) on _____ (date) at 3575 G Road, Palisade, Colorado (VENUE). This Contract constitutes the entire agreement between the parties and becomes binding upon signature by both parties. This Contract may only be amended or changed in writing and signed by AMYS and the CLIENT.

For good consideration, the parties agree as follows:

1. VENUE RENTAL FEE:

- 1.1. The CLIENT agrees to pay a non-refundable DATE DEPOSIT of \$1,000.00. The DATE DEPOSIT payment is to reserve the use of the VENUE for the specified date of EVENT and is payable when the Contract is executed. If for any reason, AMYS is unable to fulfill its contractual obligation under this Contract, the entire DATE DEPOSIT will be returned as full compensation for the cancellation as agreed liquidated damages with no further penalties or liabilities to AMYS therefore, In the event of a cancellation by the CLIENT of the EVENT, the DATE DEPOSIT is not refundable and has been earned by AMYS for reserving the date.
- 1.2. A refundable DAMAGE DEPOSIT of \$500.00 (to be paid by separate check or money order) is returnable to the CLIENT within fourteen days after the EVENT has been held after AMYS has been able to complete an inspection for property damage from the EVENT.
- 1.3. A minimum of \$500.00 in wine shall be purchased from Maison La Belle Vie, Inc., (MAISON) (a Colorado corporation), in order to use the VENUE. One keg of beer is allowed to be provided by CLIENT.

2. CANCELLATION POLICY:

- 2.1. In the event of a cancellation, if AMYS is able to re-book a comparable EVENT on the scheduled date, all or a portion of the DATE DEPOSIT may be refunded to the CLIENT, at AMYS sole and absolute discretion, if AMYS can re-book the EVENT date.
- 2.2. AMYS shall have the right to terminate this contract if the CLIENT fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply.
- 2.3. The CLIENT shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without the express written consent of AMYS.

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3. OUTDOOR LOCATION:

3.1. The CLIENT understands and agrees that they and their invited guests will abide by the requirements while on the VENUE. This includes (but is not limited to) the following:

3.1.1. The VENUE can accommodate a maximum of 150 persons and includes a 30' x 40' Hexagon Tent with a 120-person capacity. Site rental includes use of 150 chairs, tables and use of the Bridal Suite on the day of the event. Parking is included for up to 65 vehicles. Car pooling is highly recommended.

3.1.2 The VENUE area is limited to inside the barn, and the grass area outside the barn including the gazebo except the area stated for pictures below.

3.1.3. Use of the waterfall area of the VENUE including the pond is available for the time of your pictures only during the professional photography session and must be supervised by a representative of AMYS.

3.1.4. Use of the VENUE is for a twelve (12) hour rental period. Ending time for all events is 10:00 p.m.

3.2. Outside rentals and equipment must be removed from the VENUE by 9:00 a.m. the following day unless other arrangements have been made in advance. Set-up for your EVENT may not begin before the contracted rental time on the day of the EVENT unless prior approval is given by AMYS. Please allow enough time for setup, decoration and cleanup within the contracted rental time. CLIENT agrees to pay an additional \$100 per hour for EVENTS extending past the end of the rental time. AMYS is not responsible for items left on its premises or the VENUE.

3.3. Decorations, photos, lights, etc., may not be nailed, stapled or otherwise fastened to the VENUE or property belonging to AMYS unless approved by AMYS management and must be done in such a way as to not damage the barn, structures, or landscaping. Artificial petals/leaves, glitter, confetti, rice, fireworks, and tiki-torches, are NOT permitted at the VENUE at any time. Sterilized birdseed, native flower petals, lavender buds, bubbles, bio-rice and balloons ARE allowed but only in the VENUE outside of the barn. No EVENT furniture may be left on the grass area overnight.

3.4. The CLIENT agrees to comply with all VENUE rules, regulations and policies as set forth in this contract.

4. ALCOHOLIC BEVERAGES:

4.1. As the host of a private party, the CLIENT acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at the VENUE during the duration of the event described in this contract. Wine and champagne will be purchased and served through MAISON only. Identification and proof of age may be required from any person who appears to be under 25 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any visibly intoxicated person. The alcoholic beverage service will end by 10:00PM.

4.2 No alcohol may be brought to the VENUE and Federal and Colorado liquor laws will be strictly enforced. Underage drinking of alcohol is prohibited and will be enforced.

4.3. The CLIENT agrees to fully cooperate and assist AMYS and MAISON to enforce Federal and Colorado laws and the policies of AMYS and MAISON regarding the purchase and consumption of alcoholic beverages.

5. COURTESY PROTOCOL:

5.1. AMYS and MAISON reserve the right to request any person or group of people acting unruly or contrary to rental regulations to leave the VENUE. Assistance from law enforcement agencies may be obtained by AMYS if a request to leave the VENUE made by AMYS is not promptly followed.

6. RESPONSIBILITY AND SECURITY:

6.1. AMYS and MAISON are not responsible for any damage to or loss of any articles or property left at the VENUE prior to, during or after the EVENT. The CLIENT agrees to and accepts responsibility for any damage done to the VENUE or any property at the VENUE owned by AMYS or MAISON by the CLIENT and the CLIENT's guests, invitees, employees or other agents of the CLIENT.

6.2. CLIENT agrees that neither AMYS nor MAISON shall be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the CLIENT, or any of the CLIENT's guests, invitees, employees or other agents from any accident or causality occasioned by the failure of AMYS or MAISON to maintain the VENUE in a safe condition or arising from any other cause. The CLIENT, as a material part of the consideration for this contract, hereby waives on CLIENT's behalf and on behalf of all CLIENT's guests, invitees, employees or other agents, all claims and demands against AMYS and MAISON for any such loss, damage, or injury. CLIENT further agrees to indemnify and hold both AMYS and MAISON free and harmless from any and all liability for any and all such loss, damage or injury to property and other persons, and from any and all costs and expenses arising there from, including but not limited to attorney fees.

7. MUSIC AND ENTERTAINMENT:

7.1. The proximity of local residences to the VENUE is such that venue sounds, specifically music, must be kept below certain levels. All music must end by 10:00PM.

8. FOOD & CATERING:

8.1. If your EVENT is not being catered by AMYS, the catering company or the CLIENT is responsible for setup, breakdown and cleanup of the VENUE.

8.2. All vendors (florists, bakers, musicians, rental company, etc.) agree to follow all of the terms, rules and guidelines from this Contract and the CLIENT agrees to be responsible for the vendors at CLIENT's event. CLIENT further agrees to inform all vendors of the relevant terms, rules and guidelines for the VENUE and for the EVENT.

8.3. All catering supplies and trash must be disposed of in the designated areas at the conclusion of the EVENT.

8.4. The CLIENT is responsible for providing adequate wait staff and cleaning personnel. If the VENUE is not returned to AMYS in the condition in which it was delivered at the beginning of the EVENT, CLIENT agrees to pay AMYS for cleanup at the rate of \$45 per hour.

8.5. For rental equipment for our VENUE, AMYS recommends Grand Event & Party Rental (970) 241-1915 in Grand Junction, or Elite Events (970) 245-1303. Please contact them directly.

9. WAIVER OF LIABILITY:

9.1. The CLIENT covenants and agrees that neither AMYS, nor MAISON, nor both them shall be liable to CLIENT or to CLIENT's guests, invitees, employees or other agents; for any suit, actions, claims, damages, and expenses in connection with personal injury, illness, property damage, or theft occurring at or in the vicinity of the VENUE, whether occurring before, during, or after the EVENT.

10. ENTIRE AGREEMENT:

10.1. This contract contains the entire agreement of the CLIENT with AMYS and MAISON except as provided in section 3. Outdoor Location. The CLIENT acknowledges reading this contract in its entirety and having the opportunity to ask questions. The CLIENT further acknowledges understanding the contents of this contract and agrees that its terms and conditions are fair and reasonable. There are no other agreements, promises or conditions, whether written or oral between CLIENT and AMYS and MAISON. This contract supersedes and replaces any prior or contemporaneously written or oral agreements between the parties.

11. RULES AND REGULATIONS:

11.1 The list of Rules and Regulations attached as Exhibit A (incorporated into this Contract by reference) shall be followed by the CLIENT, which includes all CLIENT's EVENT PLANNERS, WEDDING COORDINATORS, and VENDORS who are involved in the planning and execution of the EVENT at the VENUE.

12. NOTICES:

12.1. Notices and communications between the CLIENT and AMYS should be in writing via email, hand-delivery or U.S. Mail. AMYS physical and mailing address are above. CLIENTS mailing and email and mailing address is set out on page 5 below.

13. DEFAULT, DISPUTES, and COSTS:

13.1. Any controversy or claim between the CLIENT and AMYS arising out of or relating to this contract shall be resolved by mediation employing a recognized Mesa County professional mediator. In the event of litigation concerning this contract, reasonable attorney fees and costs shall be awarded to the substantially prevailing party.

14. AGREEMENT TO CONTRACT:

14.1. By signing below, on page 5, CLIENT and AMYS agree to the foregoing Contract. CLIENT's signature indicates CLIENT has read, understood and voluntarily accepted all of the above covenant, conditions terms and agreements.

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Client Name (Printed)

Client Signature

Date _____

Client email (Printed)

Client mailing address (Printed)

=====

Amy's Courtyard, Inc.

Title

Amy's Courtyard, Inc., Representative's Signature

Date _____

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Reservation Information:

A rental contract must be signed, and all pages initialed as well as appropriate deposits submitted in order to confirm Amy's Courtyard venue.

PLEASE PRINT CLEARLY

TYPE OF FUNCTION: Wedding_____ Reunion_____ Other_____

DATE OF FUNCTION: _____

TIME OF FUNCTION: _____

TOTAL NUMBER OF GUESTS: _____

Bride's Information:

Name _____

Address _____

Phone _____ Cell _____

Groom's Information:

Name _____

Address _____

Phone _____ Cell _____

Party Responsible For Payment:

Name _____

Address _____

Phone _____ Cell _____

Wedding date _____ Wedding time _____

Reception time _____

Caterer Name and Phone number _____

Please check: Live Music_____ Disc Jockey_____ Other_____

Name _____

Phone _____

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EXHIBIT A — RULES AND REGULATIONS:

 ? Event ending time:

All events must end by 10:00pm to comply with the Town of Palisade noise ordinance law.
Use of the site is for a twelve (12) hour rental period. Ending time for all events is 10:00 p.m.

 ? Decorations:

All decorations and outside rentals and/or equipment must be removed by 9:00 a.m. the following day unless other arrangements have been made.

 ? Children:

Children are not permitted to be anywhere on the VENUE unless supervised by an adult.

 ? Use of the Wedding Venue:

Use of the wedding venue is limited to inside the barn, and the grass area outside the barn including the gazebo except the area stated for pictures below.

 ? Use of the Waterfall Area:

Use of the waterfall area including the pond is available for the time of your pictures only during the professional photography session and subject to notification of an AMYS personnel.

 ? Clean up:

No reception/wedding/event furniture may be left on the grass area overnight.

TO RESERVE THE VENUE:

- | | | | |
|----|---|------------|-------------------|
| 1. | Non Refundable Date Deposit: | \$1,000.00 | Date Rec'd: _____ |
| 2. | Damage Deposit: (due 30 days prior to event) | \$500.00 | Date Rec'd: _____ |
| 3. | Rental Fee Balance: (due 120 days prior to event) | \$3,200.00 | Date Rec'd: _____ |
| 4. | Wine minimum: (due 30 days prior to event) | \$500.00 | Date Rec'd: _____ |

AMYS will mail or email to you a fully executed copy of this contract. The contract is your receipt for the Reservation Deposit and the reservation of your date and time.

Thank you for choosing Amy's Courtyard, Inc.

We look forward to your event.