

Special Events and Wedding Venue Contract for over 100 guests \$4,800+ \$500 DAMAGE DEPOSIT and \$800 Alcohol 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 DBA Amy's Courtyard, (Amy's), 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 \$1,200.00. 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 \$800.00 in wine shall be purchased from Maison La Belle Vie Winery., (MAISON) in order to use the VENUE.
- 1.4 Returned Payments: AMYS may collect a fee of \$25 for a payment that is not honored by the banks and returned. The charges discussed in this paragraph are in addition to the any payment made by the CLIENT. In addition, AMYS will request certified funds by cashier check, money order or cash for the amount due and any remaining payments that need to be made.

2. CANCELLATION POLICY:

- 2.1 In the event of a cancellation, then a forfeiture of the non-refundable DATE DEPOSIT will occur. In the event of a cancellation within 90 days of the scheduled event, a total forfeiture of all funds paid will occur, including deposit and any event payments that have already been received.
- 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.

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 in 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. Carpooling 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 rental 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 over-night.
- 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. Still Wine, Sparkling Wine and option to have Beer will be purchased and served through MAISON only. Identification and proof of age may be required from any person who appears to be under 50 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 09:45 PM.
- 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.
- 6.3 No Firearms will be made visible during event and will not be tolerated while drinking. In Colorado, under C.R.S 18-12-106, it is illegal to carry a firearm while under the influence of alcohol or a controlled substance. The event will immediately conclude and everyone will be required to leave, and CLIENT understands that any and ALL payments will be forfeited in the event they are asked to leave and no refunds will be made available.

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 cleanup of the VENUE.
- 8.2 Caterers: Any and all outside catering company's must be self sufficient and will not be able to use the onsite restaurant for any warming, washing or chilling of any food.
- 8.3 Venue fee DOES include set up before event and tear down after event.
- 8.4 All vendors (florists, bakers, musicians, rental company, etc.) agree to follow all 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.
- 8.5 All catering supplies and trash must be disposed of in the designated areas at the conclusion of the EVENT.
- 8.6 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.
- 8.7 Add\$ 300.00 cleaning fee (barn sweeping, moping, loft bedroom cleaning, outdoor...) if AMYS is not doing the catering.
- 8.8 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 the above covenant, conditions terms and agreements.

Client Name (Printed)

_____Date_____

Client Signature

Street Address: _____

City _____ State _____ Zip Code _____

_____ Client mailing address (Printed)

Client email (Printed)

Amy's Courtyard

Title

Amy's Courtyard Representative's Signature

Date

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_____ - TYPE

DATE OF FUNCTION:_____ TIME OF FUNCTION:_____

TOTAL NUMBER OF GUESTS:___

Bride's Information:

Name _____

Address_____ Phone,___

Cell_____ Email_____

Groom's Information:

Name _____

Address_____ Phone___

Cell_____ Email,_____

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:_____

1. _____ 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.
2. _____ 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.
3. _____ Children: Children are not permitted to be anywhere on the VENUE unless supervised by an adult.
4. _____ 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.
5. _____ 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.
6. _____ Cleanup: No reception/wedding/event furniture may be left on the **grass** area overnight.
7. _____ Safety / Security: No Firearms will be made visible during event and will not be tolerated while drinking. In Colorado, under C.R.S 18-12-106, it is illegal to carry a firearm while under the influence of alcohol or a controlled substance. The event will immediately conclude and everyone will be required to leave, and CLIENT understands that any and ALL payments will be forfeited in the event they are asked to leave and no refunds will be made available.

TO RESERVE THE VENUE:

- | | | |
|---|--------------|-------------------|
| 1. Non-Refundable Date Deposit: | \$1,200.00 | Date Rec'd: _____ |
| 2. Damage Deposit: (due 30 days prior to event) | \$500.00 | Date Rec'd: _____ |
| 3. Rental Fee Balance: (due 90 days prior to event) | \$3,600.00 | Date Rec'd: _____ |
| 4. Alcohol minimum: (due 30 days prior to event) | \$800.00 | Date Rec'd: _____ |
| 5. Non-catering Fee: If client does not cater this fee is due (30 days prior) Section 8.5 above | \$300 | Date Rec'd: _____ |
| 6. Catering: (due 30 days prior to event) | | Date Rec'd: _____ |
| 7. Linen Rentals (due 30 Days prior to event) | | |
| Table Cloths | \$12 X _____ | Date Rec'd: _____ |
| Napkins | \$1 X _____ | |

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

We look forward to your event

**MAISON
LA BELLE VIE**

**Winery | Eatery
Event Venue**