

SUMMERSET WINERY EVENT AGREEMENT

15101 Fairfax Street
Indianola, IA 50125
www.summersetwine.com
Phone: 515-961-3545
Fax: 515-953-2282

Event Date: _____
Of Guests: _____
Type of Event: _____
Function for: _____
Name: _____
Address: _____

Day Phone: _____
Evening Phone: _____
Cell Phone _____
E-mail _____
Fax #: _____
Times of Event: _____ Initials _____
Other phone #: _____

Total cost – circle one*: _____
Wedding ceremony/Reception = \$1,925.00
Reception only = \$1,625.00
Weeknight/Weekday event (T, W, TH) _____
The following for Summerset Winery use only!
Beer/liquor fee \$200.00 _____
Damage/Breach of Contract Deposit: _____
Glass Rental: _____
Balance Due: _____
*A final bill may be applicable at the end of the event.
Credit Card (required): MC VISA AMEX DISC
_____ EXP _____
V-Code _____ Zip Code _____
Signature _____

Thank you for renting the Summerset Winery banquet facility for your event. Summerset Winery will rent this facility on the following basis: by signing this agreement you are obligated to honor this agreement with Summerset Winery. Summerset Winery is available for rent to promote the sale of Summerset wine as a value-added agriculture product.

Summerset Winery is primarily a wine producing facility. Wine producing and promoting activities take priority over all other events. During our harvest season, mid-August through September, we cannot allow any wedding ceremonies in the arbor house. Wedding ceremonies during this time will be held on the back patio or inside. However, the times agreed upon in this contract will be honored by Summerset. We expect you to also honor the times agreed upon in this contract. Early arrivals or late departures will inconvenience the winery operation.

I. Rental

Summerset Winery is available for Friday and Saturday rental between 6:00 p.m. and 12:00 midnight. Tuesday, Wednesday, and Thursday rental times will be as agreed upon.

For Friday and Saturday rentals only: THE TOTAL RENTAL FEE IS DUE AT THE TIME THIS AGREEMENT IS SIGNED AND IS NON-REFUNDABLE AND THE DATE IS NON-TRANSFERABLE. If you cancel, you will forfeit the entire amount. However, cancellations received in writing at least 60 days prior to the date of your function will be refunded \$500.00, if we rent that date. Summerset Winery retains the right to rent the facility in the event a cancellation occurs. Summerset Winery cannot and will not be responsible for acts of God, inclement weather, or your change of plans.

A credit card number is required to be on file with Summerset Winery for any additional charges that may be incurred. During receptions, many times additional wine or stemware may be requested and our staff is not aware of who is to pay.

II. Damage Deposit and Breach of Contract

A damage/breach of contract deposit in the amount of **\$350.00** is DUE 14 DAYS PRIOR TO THE DATE OF YOUR FUNCTION. You may choose to use the credit card on file for the damage deposit. If your damage deposit is paid by check, your deposit (less charges) will be returned within 10 business days following your event.

You are liable for any damage done to Summerset Winery property. If repairs or replacement costs exceed the damage deposit, you will be responsible for the excess amount, and charges will be made.

A breach of contract occurs if agreed upon times are exceeded: This means if your event starts earlier than the agreed upon time or your guests stay later. The \$350 breach of contract fee will be charged if the renter takes possession prior to the agreed upon times on the rental date and/or if the building and property are not vacated by 12:00 midnight. The client, guests, and all their services (D.J., etc.) must be out by 12:00 midnight. For your protection, guests should be notified of these hours.

III. Wine and Other Alcohol

All wines served must be purchased from Summerset Winery. Beer and/or hard liquor will be allowed for an additional fee of **\$200.00**. Beer in excess of **two (2)** kegs will require an off duty police officer to be hired at your expense. The beer/liquor fee is DUE 14 DAYS PRIOR TO THE DATE OF YOUR FUNCTION.

Wine should be pre-purchased at least 2 weeks prior to your event to ensure availability of the wines you have selected and for you to receive a 10% discount on your order. All wine purchases made the day of your event will be sold at regular retail price. Contact Summerset Winery at (515) 961-3545 to place your order using your credit card.

Summerset Winery is not responsible for the disbursement of the wine once it has been purchased. You are responsible for making arrangements for uncorking, pouring, and distribution of the wine, unless a formal tour is part of your event.

Summerset Winery does not have coolers or ice available for your event.

BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. The management may ask guests for identification to verify age. Summerset Winery reserves the right to ask the entire party to leave if a minor is consuming alcohol or an adult is providing alcohol to a minor. The party renting the facility shall ensure that no underage drinking is allowed. Summerset Winery assumes no responsibility or liability for underage drinkers. Summerset Winery requests that a server be responsible for all alcohol.

IV. Facility

The small banquet room on the main floor will seat 100. **The large banquet room (upstairs) will seat 256. Maximum occupancy shall not exceed 270 people.** The upstairs room is **not** handicapped accessible.

Floor plans must be returned at least 2 weeks prior to the event and the space will be set up accordingly. A fee of **\$150.00** will be charged if Summerset Winery has not received the floor plans 2 weeks prior to the event and/or if employees have to make additional changes. Summerset Winery reserves the right to adjust floor plans, as needed, to allow for traffic flow and adequate seating.

Arrangements may be made for caterers, cake delivery, DJ's, and musicians to set up, which is separate from the customer decorating time.

Tables and chairs are available for your use. Summerset Winery has SEVEN (7) - 8 foot rectangular tables, and THIRTY-TWO (32) - 60 inch round tables. The 60 inch round tables will seat 8. Two and one-half inch (2 ½") clips are needed for table skirts on the rectangular tables.

Table linens, dishes, glasses, silverware, and centerpieces are your responsibility. Wine glasses are available for rent at the cost of **\$5.00** per dozen. There is a \$2.00 charge per glass that is broken which will be deducted from your damage deposit.

V. Kitchen

The kitchen will be available for your use, *if requested*. You are responsible for clearing tables, kitchen area, etc, and removing food containers/items immediately following the event.

Summerset Winery will clean the facility.

VI. Catering

Summerset Winery requests that only professional caterers be used. You may request a list of caterers that are familiar with Summerset Winery.

CATERERS MUST CONTACT SUMMERSET WINERY at least 2 weeks prior to the event and should visit the site. Summerset Winery shall not be held responsible if the caterer cancels and no refunds will be given in the event the caterer cancels.

No roasters may be used. *Using roasters is a breach of contract.*

Summerset Winery does **not** provide ice. If you need to use our ice a \$10 fee per bag will be charged. Limit two (2) bags per event.

VII. Decorating

Three (3) hours are provided for customer decorating as agreed between Summerset Winery and the customer. Agreed Decorating Hours: _____. A fee of \$25 per hour, or part of an hour, will be charged if over 3 hours are used for decorating.

Decorations you may observe during your visits may or may not be available for your use. Any and all decorations are solely your responsibility. Summerset decorations are not to be removed.

No decorations are allowed that leave any kind of residue, which include confetti, silly string, or other items, either inside or outside our facility.

Helium balloons are not allowed.

No tacks, staples, pins, or tape on walls.

Candles are allowed in glass hurricane chimneys, or floating candles.

VIII. Other

This is a smoke free facility. Smoking allowed outside.

D.J.'s must be finished by 11:15 pm. This allows time to dismantle their equipment and be out by 12:00 midnight. A breach of contract occurs if the D.J. is not out of the building by midnight. D.J.'s may not use a bubble machine or fog machine. No dance wax or compound, or any substance, may be spread on floor.

Children must be supervised. Please do not allow children to have chewing gum.

The winery tasting room will stay open until 10:00 p.m. for wine sales only. Summerset staff will be on property until the last person leaves.

All items left on the premises after your event will be removed to the dumpster, unless prior arrangements are made.

If you are using the deck area, nails and staples are NOT permitted. Plastic tie wraps are acceptable.

To prevent a breach of contract, please consider providing a copy of this contract to those who are helping to plan your event.

No sparklers, bottle rockets, firecrackers, or any other fire works are allowed. Absolutely no firearms are allowed on Summerset property.

Summerset Winery personnel have the authority to contact law enforcement officials, if necessary, to protect Summerset Winery property and personnel.

Summerset Winery will not be held liable for injuries or property damage/loss to others during this function, 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 building and premises during the term of this agreement. The term of the agreement starts when the first representative (guest) arrives on the property and concludes when the last person leaves the property.

Will food be served? Yes No Kitchen needed? Yes No

Caterer Name: _____ Phone # _____

Will you be purchasing wine? Yes No Wine Glasses Needed? Yes No

Contact Summerset Winery 2 weeks prior to your event to order wine and wine glasses. Wine sales made the evening of the event will not be given the 10% discount. The tasting room will be open for purchases only. No sampling will be done during evening events.

* If applicable, please provide Summerset Winery a copy of the invitation to your event 2 weeks prior.

Miscellaneous: _____

A breach of contract fee will be incurred if any of the following occurs:

- Your event begins prior to the agreed upon time or guests depart after the agreed upon time.
- Roasters are used.
- A copy of your invitation has not been sent to Summerset two weeks prior.
- Substantial damage has occurred to the property and/or the facility has been left in an unacceptable condition.

IX. Authorization

SUMMERSET WINERY RESERVES THE RIGHT TO CHANGE THE CONDITIONS OF, OR CANCEL THIS AGREEMENT UP TO 60 DAYS PRIOR TO RENTAL. ALL DEPOSITS AND PAYMENTS WILL BE RETURNED IN THE EVENT SUMMERSET WINERY CANCELS THE EVENT.

I _____ have read and agree to all terms in this contract. Date _____
(Renter's Signature)

_____ Date _____ Updated on 06/05/08
Authorized by Kristin McClarnon, Summerset Winery Representative

Original signed documents are the property of Summerset Winery. A copy of the entire contract will be presented to the renter after all signatures are received.

This section for Sunnerset Winery use only.

Photo copy of invitation received at least two weeks prior to event: _____

Decorating times exceeding three hours. _____ # of hours @ \$25.00: _____

Unauthorized candles, decorations, etc. _____

Invited guests arriving prior to agreed upon times: _____

Floor plans changed within two weeks of event @ \$150.00: _____

Missing/broken wine glasses @ \$2.00 each: _____

Roaster used: _____

Additional wine sales the day of the event at regular retail price: _____

Additional wine glass rental fee: _____

Any person/guests in the building or on the property after 12:00 midnight: _____

Type of damage, or disarray, if any, sustained to property or facility: _____

Total additional charges to be charged to client: _____