

The Bella Rooms at DelMonaco Winery & Vineyards RENTAL CONTRACT TERMS AND CONDITIONS

In order to assure guests of a well-organized and successful function, we ask that you please read over and observe all terms associated with the leasing of the "Bella Rooms" at DelMonaco Winery & Vineyards. If you have any questions regarding the outlined information, please do not hesitate to ask. We also ask that you share this information with all guests, vendors, caterers, musicians, etc. that are involved with your event. <u>You are responsible for their actions</u>.

Name of Group or Business:	
Contact Person(s):	
Phone:	Cell:Fax:
Email:	
Street Address:	
City, State, Zip:	
TOTAL ROOM RENTAL	
Rental Fee including \$250 refundable Damage Deposit + 1/3 of Rental	
1/3 Rental, Due by	
1/3 Rental, Due by (two weeks prior to event)	
Room Requested:	Expected Attendance:
The Bella (Main Level)	
Max seating with tables: 300.All Day	# of Hours (<mark>MUST INCLUDE SET-UP & CLEANUP</mark>)
The McNellis Room	Outdoor Areas
Max Seating with tables: 80 #	of Hours Back Patio # of Hours
The Johnson Room	Gazebo/Lawn Area # of Hours
Max seating with tables: 50 #	of Hours
The Jackson Room	
Max Seating with tables: 25 #	of Hours
Minimum 2 Hour Rental on any room or area.	

Fee Schedule

The fee for usage of the "Bella Rooms" is outlined in the Fee Schedule page. Prices will vary based on room needs, hours of the event, kitchen usage, equipment rental and other amenities needed for the event. **EVENTS THAT EXTEND BEYOND 12:00 MIDNIGHT WILL BE CHARGED AN ADDITIONAL RATE OF \$75.00 PER HOUR ALONG WITH THE CURRENT ROOM RATE.** A representative from the "Bella Rooms" will be available throughout all events. Fee includes set up of "Bella Room" tables and chairs.

Deposit and Payment Method

In order to secure reservations of The Bella Rooms, 1/3rd of the rate fee is required along with the \$250 Damage Deposit. The down payment is due when booking the event. The remainder of the contract agreement is due as noted on page 1. Any additional services will be due the day of your event. A credit card number, kept on file, is required at time of reservation to cover any additional services or damages incurred. The card will not be charged as long as payment is received in full within three working days after the event date. Damages that arise outside of normal wear and tear of equipment or furnishings (i.e. structural, carpet, furniture) and all costs associated with repairing and/or replacement of damaged item(s) will be the responsibility of the lessee.

Insurance/Damages

The insurance carried by DelMonaco Winery & Vineyards covers only DelMonaco Winery & Vineyards, not the renters of events held at the Hall. You are responsible for your own insurance coverage of the event. You also agree to indemnify and hold harmless DelMonaco Winery & Vineyards, its agents and employees as a result of any damage or injury suffered by you, your guests, invitees, attendees, agents, servants, or employees, or caused by you while on the property. You further agree to indemnify and hold harmless DelMonaco Winery & Vineyards, its trustees, employees, agents, and servants, in the event they incur any liability whatsoever as a result of your acts or omissions while utilizing the property.

YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE HOUSE AND/OR GROUNDS INCURRED BY YOU OR YOUR GUESTS. VIOLATIONS OF ANY OF THE AFORESTATED RULES OR REGULATIONS MAY RESULT IN FORFEITURE OF DAMAGE DEPOSIT, AND PAYMENT FOR ANY ADDITIONAL COSTS OR DAMAGE IN EXCESS OF THE SECURITY DEPOSIT. RENTER IS RESPONSIBLE FOR ALL ATTORNEY'S FEES AND COSTS OF LITAGATION. TIME IS OF THE ESSENCE.

<u>Cleaning</u>

Responsible lessee for each event must leave the rooms in a broom swept condition -- ALL DECORATIONS REMOVED, TRASH PLACED IN THE DUMPSTER, CHAIRS STACKED AND FLOORS SWEPT. Trash containers with liners and sweeping materials will be provided. Excessive clean-up by Bella Rooms Representatives will forfeit the refund of Damage Deposit.

Rescheduling of Events

If the need to reschedule your event arises, we must be given a six (6) month notice in writing. The deposit used to hold your first event will be applied to the rescheduled date. To reschedule within six (6) months of the original event; a fee of \$200 will be applied. A new contract must be signed to hold the rescheduled event. All rescheduled events are subject to the current fees and terms and conditions.

Cancellations

NOTICE OF CANCELLATION MUST BE GIVEN IN WRITING 60 DAYS OR MORE PRIOR TO THE EVENT IN ORDER FOR THE \$250 DAMAGE DEPOSIT TO BE REFUNDED. ALL OTHER PAYMENTS MADE TO US WILL BE KEPT AS A PROCESSING FEE. Regardless of the reason for

cancellation, the rental deposit is non-refundable. The renter is responsible for all attorney's fees and costs of litigation in any contract disputes.

Rehearsal/Meetings

Any rehearsal or meetings, regarding your event, prior to your event, must be scheduled with the Bella Room representative. This will help avoid conflict with other events or meetings that might be going on. Photo sessions should also be called in and approved.

Audio/Visual Equipment

The "Bella Rooms" have several types of audio/visual equipment available for your use. Arrangements should be made in advance for your specific needs. Should the audio/visual equipment become damaged while in use, you or your organization will be charged for all costs associated with repairing or replacing the equipment. Additional charges apply to these items beyond the damage deposit.

Catering Services/Kitchen Usage

Unless specifically requested, the "Bella Rooms" is not responsible for the arrangement or payment of the catering services associated with the event. Please notify an associate at the "Bella Rooms" of your choice for catering services. The "Bella Rooms" is not responsible for providing tablecloths/skirts, linens, place settings, or glassware unless arrangements are made prior to the event.

Caterers must follow all rules posted in the kitchen. The kitchen must be cleaned and returned to the condition in which it was found prior to the event. The lessee will be assessed a cleaning fee if additional cleaning is necessary. The "Bella Rooms" is not responsible for any items left by caterers, decorators, florists, or other parties associated with the event. Conditions of the kitchen must be as they were before arrival.

<u>Bars</u>

DelMonaco Winery & Vineyards assumes no responsibility for serving alcoholic beverages. Lessees must obtain their own bartender for booked events. It is the responsibility of the bartender to clean the bars after the use and dispose of all waste associated with the bar. You agree to comply with all county and state laws and regulations. Alcoholic beverages are the responsibility of the lessee. Any wines served must be purchased from DelMonaco Winery -- case discounts are available for all booked events. Any remaining alcohol must be removed from the premises upon the conclusion of the event. The sale of alcoholic beverages is prohibited.

Decorations

Decorations for your event are welcome; however we ask that you please note the following rules: No nailing, stapling, or gluing of decoration on walls, doorframes, flooring, or ceilings Please use a 3M product with a non-permanent backing. These can be found at your local office supply store.

Nothing may be attached to the ceiling.

Decorations must be removed immediately after the event and within the contract time frame. No birdseed/rice is to be thrown inside The Bella Rooms.

The Bella Rooms will not be held responsible for any items remaining after an event.

No glitter or confetti will be allowed inside The Bella Rooms. A \$100.00 cleaning fee will be assessed for cleanup if glitter or confetti is used.

All candles and/or tea lights must be enclosed in glass (votives, hurricanes, etc.), placed a reasonable distance from anything flammable and situated to prevent wax from dripping.

Guest under the age of 21

All guests under the age of 21 must be supervised at all times. Children are not to be left unattended at any time.

Smoking Policy

The Bella Rooms is a "Smoke Free" environment. Smoking is permitted outside with the use of the receptacles provided.

Concurrent Events/Functions

Please be aware that there may be other events occurring at the same time as your function. Lessees wishing exclusive use of the facility can reserve the entire building for a set fee.

Photography

DelMonaco Winery & Vineyards' staff may take photographs during your event for marketing purposes only. If you wish for us not to take pictures, please let your Bella Rooms Representative know beforehand.

By receipt and review of this document, I agree to the above terms and conditions.

I, the undersigned, do hereby contract with DelMonaco Winery & Vineyards for the rental of the facility as outlined below for my event. I have read and agree to everything as outlined in the accompanying 'RENTAL CONTRACT TERMS AND CONDITIONS" which are incorporated by reference herein and become a part of this contract.

Signature of responsible party

Date: _____

LASTLY

Every event is different, the General Policies, Rules, and Regulations cannot conceivably cover every possible scenario. If there is anything that is not covered expressly in this document, please know that The Bella Rooms at DelMonaco Winery & Vineyards reserves the right to determine necessary considerations or stipulations on an as-needed basis. Our sole effort is to insure the success of your event and safeguard the safety and experience of all our visitors.

These general policies, rules and regulations are subject to change.