

# **BOTHAM VINEYARDS & WINERY**

## **VENUE AGREEMENT**

We are very pleased you have decided to schedule your event at Botham Vineyards & Winery and look forward to our venue contributing to your special day and celebration.

To ensure we and you have a clear and mutual understanding of our arrangement for your use of Botham Vineyards (“Venue”), this Agreement is effective DATE \_\_\_\_\_ by and between Botham Vineyards & Winery (“Botham”) and \_\_\_(Client).

The Client desires to hold a wedding [or other specified special event] (“Event”) on the date of DATE \_\_\_\_\_ at the Venue and the parties agree as follows:

### **1. VENUE RENTAL FEE.**

The Client agrees to pay a security deposit of \$500.00 at the time of booking the Event. This deposit may or may not be refundable depending on the circumstances of a cancellation. See the “Client Cancellation” section below. The total balance (\$1500) for the space usage fee is due seven (7) days before the Event date. This does not include additional options, such as, but not limited to, wine purchases, materials rentals, etc. This security deposit reserves the use of the Venue for the specified date of the Event and is payable at the time of execution of this Agreement. The Agreement must be signed and returned with the security deposit in order to hold the date.

A damage fee can be charged to the clients up to one week after the event has been held once property has been inspected for any damage(s) from the Event. The value of damage will be determined by Botham in its sole discretion.

### **2. VENUE RESERVATION.**

The Venue will be open for showings to wedding and event planners, florists, etc. by appointment only.

The Client may access the venue for the purposes of set-up, decoration, etc. up to 4 hours prior to the Event start time. Removal of any event tents, paraphernalia or other auxiliary infrastructure brought or hired by the Client must be removed by the Monday following the Event. The Venue retains the right to require the Client to remove decorations from the space by the end of the Event if the Venue has another Client/event scheduled for the following day.

Other time(s) agreed upon:

Friday will be reserved for decorating and set-up as well as a rehearsal dinner if so scheduled as part of your event package. Clients and guests are to be off the property by 9 p.m. on Friday. Saturday will be reserved for additional set-up and the event/wedding ceremony and reception. Hours are 11 a.m. to 9 p.m. Clients and guests are to be off the property by no later than 9 p.m. on Saturday.

#### **DATE CHANGES.**

In the event Clients are forced to change the date of the Event, every reasonable effort will be made by Botham to transfer reservations to support the new date.

#### **3. CLIENT CANCELLATIONS.**

In the event of a cancellation of this Agreement initiated by the Client, if the Venue is informed of the cancellation more than 30 days prior to the Event date, the Venue will return the Client's reservation deposit. If the Venue is informed of the cancellation with 30 or fewer days' notice, the reservation deposit will not be refunded to the Client.

#### **4. VENUE RULES.**

Clients agree they and their invited guests will abide by the following requirements while on the property of Botham Vineyards & Winery: Placement of tables, tents, catering equipment, etc., must be pre-approved by Botham. Parking only in designated areas. Clients must comply with all Botham regulations and policies. Absolutely no under-age drinking. Carry-in food and alcohol are prohibited by the Venue and by state law. Botham Vineyards & Winery is a smoke-free facility, buildings and grounds. Pets, with the exception of service animals, are not permitted on the premises.

#### **6. UNFORESEEN EVENTS.**

Client will not hold the Venue responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an unforeseen event occurs preventing the Event from taking place as scheduled, Botham will allow for the Event to be rescheduled, pending availability, with no penalty. Cancellations due to inclement weather will not be considered for refunds.

#### **5. FOOD & CATERING.**

- Clients may select any caterer from the Venue's list of recommended caterers or another of their choosing, but **MUST** share the catering guidelines with the selected caterer. The Client is responsible for ensuring that the caterer adheres to those guidelines.
- Clients are responsible for **ALL** outside vendor fees and their qualifications/insurance coverage.

- Please allow appropriate time for break-down and clean-up. The Client and/or catering company/ is responsible for the set-up, and clean-up of the catered site.
- All event trash must be cleaned-up and bagged by the Client or caterer.
- Clients are responsible for the actions of their guests and vendors.

## **8. LIABILITY.**

Neither Clients nor their guests will hold Botham, its staff and vendors liable for any actions, damages, and expenses in connection with personal injury, illness, property damage or theft resulting from the use of any facility associated with Botham.

## **9. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

## **10. AMENDMENT:**

This Agreement may be modified or amended in writing signed by both parties.

## **11. RULES AND REGULATIONS:**

The following is a list of rules and regulations to be upheld by Clients which includes all event planners, wedding coordinators, and vendors who are involved in the planning and execution of the Event at the Venue.

- Event ending time: Please try to end the event at a time that allows for clean-up and closure of the site.
- Decorations: All decorations must be removed without leaving damages. Be kind and leave the property as you found it.
- No furniture may be left overnight (chairs, umbrellas, arbors, tents etc.) unless approved by management.
- Placements of tables, tents, live music, catering equipment etc. must be approved by Botham.
- Parking in designated parking areas only; areas are determined by Botham.
- Botham is a non-smoking venue. Absolutely no smoking or vaping anywhere on the property.
- Alcohol may not be served to minors at any time. Carry-in alcohol is prohibited.

- Children are not permitted to wander the grounds unsupervised by an adult.
- Electrical outlets on the property are available for use by Clients and their vendors. The parties are welcome to inspect the locations and number of outlets prior to booking.
- Open flames of any variety are prohibited.
- No pets allowed on the property. Service animals are welcome.

**By signing below, you agree to the terms of our Agreement:**

Client signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Client signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

**Additional Information**

Names of Clients:

(1) Name: \_\_\_\_\_

(2) Name: \_\_\_\_\_

Wedding/event guest count: \_\_\_\_\_

Credit card on file for damages/poor clean-up:

Visa Mastercard Other\_\_\_\_\_

Name on card\_\_\_\_\_

Card number \_\_\_\_\_

Expiration\_\_\_\_\_ Security code\_\_\_\_\_