

NEIGHBOR LADY VINO

2024 VENUE RENTAL AGREEMENT

This Venue Rental Agreement (“Agreement”) is made between Neighbor Lady Vino, LLC/Vino Adventures, LLC (“Owner”) and _____, (“Renter”), referred to collectively as the “Parties.”

The Venue being rented (“Premises”) which is the subject of this Agreement, is located at 214 Tabernacle Road, New Columbia PA 17856.

1. TERM

The term of this Agreement shall commence on the date of full signature and continue through the Event date.

2. RENTER CONTACT INFORMATION

Name: _____ Phone: _____

Address: _____

Email: _____ Co-Host’s Name: _____

Credit Card Number: _____

Name on Card: _____ Exp Date: _____ CCV: _____

Note: The Renter’s credit card information will be held on file and will only be charged if the Premises is damaged or if the balance is not paid in full when due.

3. EVENT INFORMATION

Event Date: _____

Event Type: _____

Event Start Time: _____ Event End Time: _____

Events Setup Start Time: _____ Event Cleaned Up By: _____ Will

Event Be Catered? ___ Yes ___ No

Setup by owner to Include. Check if needed: ___ 8 ft Table ___ Tablecloth

4. RENTAL RATE AND FEES

The rates and fees to be paid by the Renter include the following (check all that apply):

___ Venue Rental Fee \$150/hr. setup and teardown times in rental fee are to be included.

(Parties with decorations/food, mandatory minimum 30 minute setup and 30 minute teardown)

___ Cleaning fee: \$125, if any food or decorations are not removed after event ___

During Open Business Hours Event :\$125/hr. Same rules apply for setup and teardown,cleaning fee

If asked to close the winery for a private party: \$300 fee/hr

Alcohol usage: No outside alcohol permitted. For parties over 25 people, a \$250 alcohol minimum per party. If your party does not meet this requirement, the difference will be charged to host.

The Venue Rental Fee provides for the Renter's use of the Premises only for the hours and times described above, including setup and cleanup. An overage fee of \$ 50 will apply for every 15 minutes the Event extends past the agreed-upon end time.

5. DEPOSIT

The Renter will be charged a non-refundable deposit of 50% of hourly rental fee to reserve the venue. This fee is to be made by credit card only.

6. TOTAL AMOUNT DUE

The total amount due from Renter to Neighbor Lady Vino is \$_____. This amount is due in full to Neighbor Lady Vino at time of event.

Acceptable payment methods include cash, credit or PA check.

If payment is made by credit card, a 3% processing fee will apply.

Renter agrees to pay a \$25.00 processing fee for any check of Renter that is returned.

7. CANCELLATION

In the event of a written notice of cancellation by Renter at least 30 calendar days before the Event, Renter shall receive a refund of all payments made by Renter, if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Renter will not be entitled to a refund of any rent payment made hereunder.

8. CHANGES IN DATE

If Renter must change the date of the Event, Owner will make every effort to move the reservation to the new date. If Owner cannot move the reservation, and Renter must cancel, the provisions of this Agreement's Cancellation section will apply. Renter acknowledges that last-minute date changes may impact the quality of the Event. Owner is not responsible for any such compromises in quality.

9. RENTER'S USE OF PREMISES

Renter's activities while on the Premises shall be limited to those compatible with use of the building/grounds. Renter is prohibited from engaging in conduct that is not reasonable under the circumstances. Owner reserves the right to ask any person or group of people behaving in an unruly, dangerous, or disruptive manner to leave the Premises.

Smoking and Pets are NOT permitted inside premises or on outside deck. Both are permitted in grass areas.

The use of any flame is prohibited on the Premises. Use of battery-operated "flameless" candles are permissible.

Any fixture or furniture movement must be pre-approved by Owner, and Renter agrees to restore all areas to their original appearance at the end of the Event.
The Premises has an indoor maximum occupancy of 75 attendees.

Unless Owner gives prior approval, Renter may not tape, glue, nail, command strip or otherwise affix anything to the walls, fixtures or floors of the Premises.

10. CLEANUP OF PREMISES FOLLOWING EVENT

Renter is responsible for cleanup following the Event.
Cleanup shall mean returning the Premises to the same or substantially the same condition it was before the Event. Specifically, cleanup shall include: Please Initial:

Decoration Removal Trash Removal Food cleanup

11. ADDITIONAL ITEMS PROVIDED BY OWNER

No outside alcohol permissible at the event. Please speak with Tonya or Naomi if you should want different alcohol than that what is available.

12. PHOTOGRAPHY

Owner may use all Event photographs and video footage for promotional purposes, unless otherwise stated in writing by the Renter.

14. RELEASE OF LIABILITY

If Renter has any claim or cause of action against Owner arising from or related to this Agreement, whether arising in tort or contract, or if Renter is personally injured at the Premises, even if based on or caused by Owner's negligence or the negligence of Owner's employees or independent contractors, Renter's recovery and Owner's liability is limited to the total amount paid from Renter to Owner under this Agreement and Owner will have no further liability to Renter, regardless of the total amount of costs or damages, including but not limited to direct, special, incidental, indirect, or consequential damages, claimed by Renter.

15. INDEMNIFICATION AND HOLD HARMLESS; ASSIGNMENT

Renter has had the chance to perform due diligence and accepts the Premises "as is" and "where is."

Renter agrees to indemnify and hold harmless Owner from and against any liability for

personal injury, property damage, or property loss sustained by any person (including but not limited to Renter's guests, attendees, vendors, staff, and so on) as a result of any cause, unless caused by the willful act of Owner, or the failure of Owner to comply with this Agreement.

The Parties agree that if a regulatory authority, including state, federal, county, or municipal authority or agency finds Renter's use of the Premises to violate a regulatory ordinance or regulation, Renter shall indemnify and hold Owner harmless from and against any claim or demand resulting from Renter's use of the Premises.

If any action, demand, allegation, or proceeding is brought against Owner arising out of or related to Renter's rental or use of the Premises, Renter, upon notice from Owner, must defend such action or proceeding at Renter's cost. Further, Renter must pay all costs and attorneys' fees, as well as any judgment or decree which may be entered against Owner. Renter shall not assign this Agreement to any other person.

16. RESERVATION OF RIGHTS

Owner reserves the right to cancel this Agreement for non-payment or non-compliance. The rights of Owner set forth in this Agreement are in addition to any rights or remedies available to Owner at law or equity.

17. FORCE MAJEURE

Owner will not be liable to the Renter for any loss resulting from an act of God, natural

disaster, an emergency or accident of any kind, an act of the public enemy, war, general arrest or restraint of government and people, civil disturbance or similar occurrence, terrorist attack, general disruption of the Internet, or general inability of national carriers to make scheduled deliveries.

18. VENUE AND CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Pennsylvania without giving effect to the principals of conflicts of law. The Parties consent to jurisdiction and venue in the courts located in the State of Pennsylvania, County of Union.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral.
If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

20. SPECIAL REQUESTS:

_____ **Renter**

Signed:

Printed:

Date:

_____ **Neighbor Lady Vin, LLC / Vino Adventures, LLC**

Signed:

Printed:

Date: