

# THE WINERY AT WOLF CREEK



## *The Great Room Rental Contract*

### Rental Terms and Conditions

#### Deposits and Fees

An initial \$250, **non-refundable** deposit is required to hold the date requested and due when this agreement is signed. The deposit will be applied to the total cost of the rental. The remaining balance along with all other incurred expenses is due at the conclusion of your rental. Cash, Credit Cards and Checks are accepted.

- If you cancel your event for any reason, you will be deemed to have cancelled this Contract, you will forfeit the entire deposit amount. The Winery at Wolf Creek has the right to rent the Premises in the event a cancellation occurs.
- Renter agrees to be responsible for any damages, burns, breakage, or theft which may occur at the Premises during the rental. In addition, any time required to make repairs and/or cleanup will be billed to Renter at \$75 per hour.
- A breach of this Contract occurs if the contractually agreed upon times are exceeded. The Winery at Wolf Creek will charge \$150/hour (or fraction of an hour) if Renter, Renter's guests, and/or any of Renter's service providers (D.J., caterer, outside rental services, photographer, etc.) take possession prior to the agreed upon times and/or if the Premises are not vacated by the contracted time.
- A gratuity charge (server tip) is NOT added to your rental however, a tip for your servers is encouraged and greatly appreciated.
- Rental periods must include all setup and cleanup time for Renter and any of Renter's service providers.
- Renter, Renter's guests and Renter's service providers may not bring items onto the Premises prior to the rental time and no such items shall remain on the premises at the conclusion of rental time. Items left following the rental time will be disposed of in such manner as The Winery at Wolf Creek deems appropriate.

#### Facilities

- The Great Room can seat up to 80 people.
- Ten, 72-inch round guest tables with a maximum of eight chairs at each are available.
- One, 12-foot food/buffet table (stainless steel surface on top of wine barrels, no linens needed) and one 6-foot entry way table (stainless steel surface on top, no linens needed) are in the room for your use.
- One additional 6-foot table is available for gifts/printed materials/check in table (not intended for additional seating) if requested (linens needed).
- You are not permitted to bring in extra tables or chairs.
- The Winery at Wolf Creek will provide beverage glasses at no additional charge.
- You may not reserve outside space or tables in the public tasting room for your rental.
- Please keep in mind that the winery is an agricultural business. Insects, farm animals, and winery/agricultural equipment are all part of the winery's charm.

- Children are welcome at The Winery at Wolf Creek but must be supervised.

#### Linens

- Renter can bring in their own table linens (plastic, cloth or other material).
- It is highly suggested that all tables have covers, the tabletops are white plastic.
- With advanced notice, Ivory linens may be rented from The Winery at Wolf Creek for all tables at the total cost of \$200.

#### Smoking Policy

- The Great Room is a non-smoking area and is strictly enforced.

#### Food Service

- No full-service kitchen is available. A prep-kitchen consisting of a refrigerator/freezer, sink and counter space is available.
- No oven or stove is available in the prep-kitchen. Renter/caterer may bring in chaffing dishes, roasters or crockpots to keep food warm.
- Renter may contract with any caterer or provide their own food.
- Utensils, plates, napkins and serving utensils are **NOT** provided. You or your caterer will need to bring in all supplies.
- YOU/ YOUR CATERER is responsible for setting up/replenishing /clearing food, clearing plates & silverware, cleaning the kitchen, tables and other areas used. Wolf Creek's food license does not allow for our staff to serve or clear your food.
- It is the Renter's responsibility to notify the caterer of the regulations laid out in this Contract, including rental arrival and departure times.

#### Bar Service

- ALL beverages and alcohol must be purchased at The Winery at Wolf Creek.
- All non-alcoholic beverages (soda, bottled water, juices) are \$2 each.
- Beer and cocktails are served by the glass and wine is served by the glass or bottle. For the current beverage list, please consult our website: <https://www.wineryatwolfcreek.com/wine-selection>.
- A beverage server(s) will be in the Great Room for the entire rental period.
- In accordance with state law, we will not serve any guest who, in our sole judgment, appears to be intoxicated, nor will we allow any alcohol to be served to minors who may be in Renter's group.
- All other alcohol (opened or unopened) is not permitted on the Premises. Bringing any other alcoholic beverage onto the Premises (including parking lots and grounds) is illegal and will be considered a breach of this Contract. Any such breach will result in Renter and Renter's guests being required to leave immediately and Renter will remain responsible for all amounts otherwise agreed to in this Contract and will not be entitled to any refund.

#### Decorations and Entertainment

- The Great Room may only be decorated in a manner, which in the sole judgment of The Winery at Wolf Creek does not damage the facilities. Nails, tacks, staples, tape, command strips and pins may NOT be used on the walls.
- No confetti, silly string, glitter or similar substances will be allowed.
- Only battery-operated LED candles are permitted. Please consult with us in advance regarding decorations to avoid problems.

- With advance notice, you may hire appropriate entertainment for your event.
- No fireworks or flares are allowed.
- The Winery at Wolf Creek reserves the right to remove or modify any aspect of decorations or entertainment, which we feel, in our sole judgment, poses a safety risk or nuisance to your guests or the public, or which any of our employees or we believe is inappropriate.
- You must remove all decorations at the end of your rental.

#### Cleanup

- Renter is responsible for cleaning up at the end of the rental period.
- Tables must be completely cleared; trash must be collected and placed in the wastebaskets. Gathered trash will be disposed of by winery staff.
- The kitchen preparation area must be cleaned. All catering items must be removed from the Great Room upon completion of the rental.
- The Winery at Wolf Creek will provide replacement trash bags for wastebaskets and will be responsible for washing our beverage glasses. The winery staff will vacuum the Great Room.
- Renter will be responsible for paying for any of the above cleanups which are not performed, as well as any non-routine cleanup following a rental. Such charges will be billed to you at the rate of \$75 per hour.
- The winery is not responsible for lost or stolen articles during your rental. Items left after your event will be disposed of.

#### Legal Matters

The Winery at Wolf Creek personnel have the authority to contact law enforcement officials, if necessary, to protect the winery, the Premises, and its personnel.

The Winery at Wolf Creek will not serve alcoholic beverages to anyone under 21 years of age.

Absolutely no weapons or firearms are allowed on The Winery at Wolf Creek property.

Limitation of Liability: The Winery at Wolf Creek will not be held liable for injuries or property damage/loss during this function, including, but not limited to death, personal injury, property damage and any other incidents that may occur to any person(s) by use of the building and the Premises during the term of this Contract.

Hold Harmless and Indemnification: The Winery at Wolf Creek shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by Renter, or by any of Renter's service providers, invitees and guests due to Renter's use of the Premises, or arising out of the use, operation or condition of any equipment, machines or appliances used in or on the Premises, or arising from any acts of negligence or the negligence of any employees, agents, invitees or guests of Renter. It is agreed and understood that Renter hereby expressly releases and discharge The Winery at Wolf Creek and its owners, officers, directors, employees and agents from any and all demands, claims and actions arising out of any such causes.

Moreover, it is agreed and understood that Renter shall defend, indemnify and hold harmless The Winery at Wolf Creek and its owners, officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, reasonable attorney's fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property and/or occurring in, upon or about the facilities due directly or indirectly to Renter's use of the Premises. This obligation of yours to protect, indemnify and hold harmless The Winery at Wolf Creek shall include the obligation to pay all reasonable expenses incurred by The Winery at Wolf Creek in defending any such claims, including reasonable attorney's fees.

Assignability: This Contract is not assignable by Renter without the written consent of The Winery at Wolf Creek.

Modifications: The Winery at Wolf Creek reserves the right to change the condition of, or cancel, this Contract up to 60 days prior to rental.

Return of Deposit: All deposits and payments will be returned in the event The Winery at Wolf Creek cancels the event.

#### Miscellaneous Legal Matters

This Contract contains the entire agreement of the parties and supersedes all prior written and oral agreement relating to this subject matter.

The Individual signing this Contract represents that such individual has the requisite power and authority to execute and deliver this Contract on behalf of the renter.

This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regards to conflicts of law principles. All disputes arising out of this Agreement must be litigated in Wayne County Court of Common Pleas and the party's consent to the jurisdiction and venue of such court.

## Costs and Fees

### Hourly Rental Rates

\$100/hour

### Rental Options

Monday, Tuesday, Wednesday & Thursday between 10am and 10pm

Friday, Saturday and Sunday between 10am and 4pm or 5pm and 11pm

- You must include your setup and cleanup time with your rental times.
- All hourly rentals must be a minimum of three hours.
- Holiday rates may apply, please contact us for details.

### Beverage Service

- Soft Drinks, Juices & Water are available and Coffee & Hot Tea are available upon request.
- All non-alcoholic beverages (soda, bottled water, juices) are \$2 each.
- Beer and cocktails are served by the glass and wine is served by the glass. For the current beverage list, please consult our website:  
<https://www.wineryatwolfcreek.com/wine-selection>.
- A cash bar will be offered to all adult guests, or you may start a tab and pay for your guests' alcohol at the end of your event. Please notify your server(s) prior to the start of your rental as to how you would like your bar setup (cash vs. tab, a tab for beer & wine, but guests pay for their own cocktails, etc.).
- Alcohol service ends 30 minutes prior to your rental end time.

# Rental Contract

## \$100/Hour

Monday, Tuesday, Wednesday & Thursday between 10am and 10pm  
Friday, Saturday, & Sunday between 10am and 4pm, or between 5pm and 11pm

Month \_\_\_\_\_ Date \_\_\_\_\_ Year \_\_\_\_\_

Rental Times (times you will enter the room and exit the room) \_\_\_\_\_ to \_\_\_\_\_

Guest arrival time (if different than start time) \_\_\_\_\_

**Setup and cleanup must be included in your rental times.**

**You, your service providers, and your guests are not permitted into the room before this time.**

Name \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Event type \_\_\_\_\_

Number of people attending: \_\_\_\_\_

(A count must be provided to the winery at least 14 days before your event).

Table linen arrangements:

- I will be renting ivory table linens for all guest tables used from the Winery for \$200 total.
- I will provide all table covers.
- I would like an additional 6-foot table (please note: a table covering is required).

Beverage Service:

- Cash Bar* (your guests will pay for their own alcoholic beverages) **or**
- Start a Tab* (you will pay for your guests' alcoholic beverages at the end of your event)
  
- I will be paying for all non-alcoholic beverages (soda, juices, water)* **or**
- My guests will be paying for all non-alcoholic beverages*

**Non-refundable \$250 Deposit:**  Will pay online (an email will be sent to you from Square to pay your deposit online)  
 Payment included

By signing this Contract, I have acknowledged that I have read and completely understand/agree to all provisions of this Contract (including the Terms and Conditions set forth in this Contract) and agree to be bound by the same.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date