



# Round Lake

VINEYARDS & WINERY, LLC

## Business/Non-Wedding Venue Agreement Year: 2018

This Agreement is made effective \_\_\_\_\_(date) by and between Round Lake Vineyards & Winery, LLC (WINERY) and \_\_\_\_\_(CLIENT). The CLIENT represents that they desire to hold a business or non-wedding (EVENT) on \_\_\_\_\_(date) at WINERY.

Therefore, the parties agree as follows:

### 1. VENUE RENTALS

The CLIENT agrees to rent the:

#### CELLAR:

\_\_\_\_\_All year: Monday- Friday and Sunday: \$600 for the first 4 hours and \$225 for each additional hour.

\_\_\_\_\_Saturday November thru March – \$600 for the first 4 hours and \$225 for each additional hour.

\_\_\_\_\_Saturday April thru October – \$1,800 for the first 8 hours and \$500 for each additional hour.

Rental of room includes 60" round tables and/ or 8 ft. long tables, chairs, bar, and staffing.

Holds up to 250 people.

#### WINERY TANK ROOM:

\_\_\_\_\_ Monday -Wednesday: \$300 for 4 hours and \$100 for each additional.

Rental of room includes 60" round tables and/ or 8 ft. long tables, chairs, bar, and staffing.

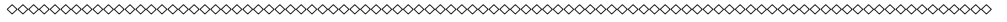
No September thru February rentals available

#### WATERFALL ROOM:

\_\_\_\_\_ \$300 for 4 hours and \$25 for each additional hour.

No Friday, Saturday, Sunday Rentals June-September

Rental of room includes 60" round tables and/or 8' long tables, chairs, and staffing. Holds up to 20 people. Price of the rental fee will be waived if wine and/or food purchases exceeds the rental fee. One hour of setup time free.



OUTDOOR TENT:

\_\_\_\_\_ \$300 for 4 hours and \$100 for each additional.

Rental of room includes 60" round tables and/ or 8 ft. long tables, chairs, bar, and staffing. Holds up to 70 people. Price of the rental fee will be waived if wine and/or food purchases exceeds the rental fee. One hour of setup time free for all rooms.

ADDITIONAL OPTIONS:

**Please note: Additional options do not have to be finalized when placing rental of space and can be determined up to 5 weeks prior to event. No guarantee of availability – first come first serve.**

\_\_\_\_\_ RISERS: \$200. Risers are used to raise head table. 24' X 8' X 2' tall. Six risers available, for up to three 8' tables, 12 people at head table.

\_\_\_\_\_ PROJECTOR: No charge. If you'd like to have a slide show, you would need to bring in a laptop with HDMI hookups. Cords are provided.

\_\_\_\_\_ GEM: \$25/hour for a minimum of 4 hours. This is a limousine golf cart which seats 5 guests to be driven up from parking area to event. Driver provided. (Available April-October and weather permitting).

\_\_\_\_\_ Non-alcoholic beverages: The WINERY will provide non-alcoholic beverages as requested for a charge. Caterer may also bring these in, however when the caterer leaves, all things caterer brought, must leave too. There will be a \$200 corkage fee for bringing in your own beverages.

\_\_\_\_\_ WINE BARRELS: No charge. Up to three barrels may be available.

\_\_\_\_\_ FIRE PIT: \$10 charge for a bundle of wood, 10 splits, to be burned in the fire pit. .65 cu. ft. The fire pit will be available for up to 4 hours.

\_\_\_\_\_ DAY BEFORE DECORATING: If room is available a week before event, CLIENT can come in to decorate room the day before for \$100 for 4 hours to be done before 4 PM. (Check with Event Planner to see if room is open).

\_\_\_\_\_ Promotional Items are available upon request: anything with your names printed on it, initials, or sayings.

**Additional Options Approved by:** \_\_\_\_\_

CLIENT Signature: \_\_\_\_\_ Date Decided: \_\_\_\_\_

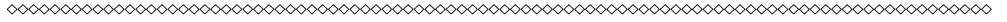
The CLIENT is responsible for setup and tear down of any outside rented items by the CLIENT. ALL decorations and linens MUST be off tables by 12 AM the night of the event. WINERY staff will remove wine glasses.

An 18% service fee is applied to all food and liquor purchased from WINERY and has complete discretion as to its use and distribution. There will be a 6.875% (or current MN/County sales tax) sales tax applied to all food, beverages, and gratuity. There will be a 9.375% (or current MN/County liquor tax) liquor tax applied to all alcohol purchases.

The CLIENT agrees to pay a non-refundable RENTAL DEPOSIT of 30%. This payment is for the use of the venue for the specified date of EVENT and is payable at the time of agreement signature. If for any reason, the WINERY is unable to fulfill its obligation under this agreement, the entire deposit will be returned with no further penalties or liabilities.

The CLIENT agrees to pay a refundable DAMAGE DEPOSIT of \$200 (to be paid by separate check or money order). This is due at the time of agreement signature. This check will be shredded up to 2 weeks after the event has been held if no damage was found.

**TIMELINE:**



- At agreement signing:** Signed agreement is due  
30% non-refundable rental deposit  
Refundable damage deposit
  
- Five weeks prior to event date:** Total guest count is due  
All food, beverage and event details are due  
Rental price paid in full  
Wine tasting due  
All Additional Options will be finalized  
Bar options will be finalized
  
- Two weeks prior to event date:** Final counts provided to WINERY  
Wine and keg balance is due  
Remaining balance for the event is due

Forms of payment accepted: Cash, Check or Money Order. If wine commitment is purchased via the tasting room, a credit card may be used.

Any additional charges incurred during the event that exceed those deposits and payments previously paid will be settled via an invoice within two weeks of the EVENT.

**2. DATE CHANGES:**

In the event the CLIENT is forced to change the date of the EVENT, every effort will be made by WINERY to transfer reservations to support the new date. There may be an additional cost for this date change based on agreement pricing at time of the new date decision. No date changes accepted within 90 days of EVENT.

**3. CLIENT CANCELLATIONS:**

In the event of a cancellation, RENTAL DEPOSIT IS NON-REFUNDABLE.

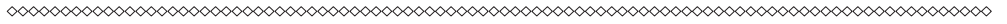
**4. UNFORSEEN EVENTS**

The CLIENT cannot hold WINERY responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, WINERY will allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellations of the outdoor site due to inclement weather will not be considered for refunds.

**5. RENTAL SPACE:**

The CLIENT understands that they and their invited guests will abide by winery requirements while on the property to include but not limited to the following:

- The rented space is available for reservations from 10:00 AM to 12 AM. Rental hours must be confirmed with the Event Planner and indicated on your rental agreement.
- **All activities must end at or before 11:00 PM, including music. Last call for alcohol sold will be no later than 11:15.**
- All guests should vacate the grounds and parking area by midnight and no later than 1 AM.
- All vehicles are required to be removed from the site no later than 9:00 AM the day following your event.
- By 12 AM, all personal items, decorating, party accessories, catering must be removed from buildings.
- All rental equipment or supplies must be delivered and picked up on the day of the rental during the rental hours.
- Event Planner must approve, in writing, any arrangements for early or late delivery/pickup, fees may apply. If the space is available, the day before. Final determination about early use will be made approximately 1 week before the event, based on availability.
- Placement of all non-winery equipment including tables, tents, catering equipment, etc., must be approved by WINERY management.
- Decorations will be allowed only to the extent they are removable and not adhered to any walls, woodwork, or ceilings inside the facility in any way that would cause damage.



- Only electric candles are approved for use in ballroom and patio areas. No open flames are allowed including matches, lighters, candles, or burners, except by insured caterers. Smoking and open flames are allowed in designated smoking areas, campfire areas, or with special permission by management. Children are not allowed to play with patio fire table.
- All catering services must be removed when caterer leaves. Extended beverage service must be approved by WINERY in advance.
- No outside food or beverages may be brought in. ALL alcohol must be purchased through WINERY. All food and other beverages must be provided by licensed caterer or WINERY only.
- Approval for specific unauthorized decoration may be granted in the sole discretion of the Event Planner.

**6. RULES AND REGULATIONS:**

The following is a list of rules and regulations to be upheld by CLIENT, which includes all event planners and vendors who are involved in the planning and execution of the EVENT on the premises of WINERY.

- Children are the responsibility of their parents or guardians and must be supervised at all times.
- No pets are allowed during private events, unless special arrangements have been made.
- Smoking is allowed in designated areas only. WINERY requests that you dispose of used cigarettes, cigars, and other tobacco products in the appropriate receptacle.
- All electrical outlets on the property are available for use by the EVENT parties and their vendors. The parties are welcome to inspect the locations and numbers of outlets prior to booking.

**7. VENDORS**

- CLIENT may select any vendor that is approved by WINERY. Vendors must be licensed by governing authorities and carry liability insurance. Certificate must be provided one month prior to the event.
- Your catering company is responsible for the set-up, break-down, and clean-up of the catered site.
- Please allow appropriate time for break-down and clean-up of event space.
- All event trash must be disposed of in the designated areas at the conclusion of the event.
- ALL vendors (florists, bakers, musicians, rental company etc.) must adhere to the terms of our guidelines, and it is the client’s responsibility to share these guidelines with them.

**8. COURTESY PROTOCOL:**

WINERY reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.

**9. LIABILITY:**

The CLIENT cannot hold WINERY, its board of Governors, staff and volunteers liable from suit, actions, damages, and expenses in connection with personal injury, illness, or property damage or theft resulting from the use of any facility at WINERY or on estate grounds.

We require a General Liability Certificate of Insurance covering the date of the event in the amount of \$250,000 naming WINERY as an additional insured and must be received 2 weeks prior to the event. A general liability certificate can usually be obtained from your insurance or online broker.

**10. BAR OPTIONS & POLICIES:**

Please note: Bar options do not have to be finalized at agreement signing and can be determined 5 weeks prior to EVENT.

We know you’ll enjoy Round Lake Vineyards’ great wines, but we also make hard liquor, bottled/canned beer, and keg options available upon request. These must be requested 5 weeks in advance. No blender or ice

cream drinks available. In accordance with MN law, any special order item not consumed are owned by WINERY. If returnable to the vendor a refund may be provided less a restocking fee of \$50 per item.

Keg Purchase: \_\_\_\_\_

Non-Alcoholic Purchase: \_\_\_\_\_

**Wine Purchase:**

There is a minimum of wine that must be purchased by CLIENT:  
1 case (12 bottles) of wine per estimated 50 adults.

If event has less than 50 adults, one case of wine is required.

(A case discount is 10% off retail price. If CLIENT is a flock wine club member, wine club discount will apply)

*Wine tasting needs to be scheduled with CLIENT 5 weeks in advance to make wine selection for the EVENT.*

*This is a private, complimentary wine tasting for the event planners and is offered for up to 5 people. More may join and purchase, although space is limited.*

Bar options:

- Open bar for set dollar amount: \$\_\_\_\_\_
- Open bar for wine purchased, plus cash bar
- Open bar for kegs and wine purchased, plus cash bar
- Other Option

*Additional Fees may apply based on requests.*

- Pop and water will be available for purchase. Water on table services are allowed by caterer. No bottled drinks allowed.
- You may purchase drink tickets from the winery, pricing may vary. There will be no refunds for tickets purchased.
- Only alcohol purchased from WINERY can be consumed on the premises. There will be a \$100 fee charged to CLIENT for each guest found consuming alcohol not purchased by the WINERY.
- At any time, if the WINERY staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises.

**11. ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties above, 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.

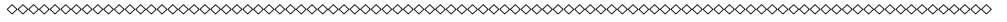
**12. AMENDMENT:**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**13. SERVERABILITY:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT:**



The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

RENTAL AGREEMENT  
YEAR: 2018

A rental agreement must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm WINERY Rental. This agreement is void if not returned within two weeks of issuance.

This Agreement serves as a contract between WINERY and CLIENT.

CLIENTS full names(Both parties): \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City State, Zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Date of Function: \_\_\_\_\_

Time of Function: \_\_\_\_\_

Group Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Estimated Number of people: \_\_\_\_\_

I, the CLIENT, have read and understand the Guidelines and Rental Agreement. Any additions, deletions, or revisions must be made in writing and approved by both parties. This Agreement constitutes the extent of obligation of WINERY and I agree to abide by the outlined terms. The Agreement and Guidelines contained in the Agreement are to reserve the event date and space for the Responsible Party.

**CLIENT Name:**

PRINT: \_\_\_\_\_

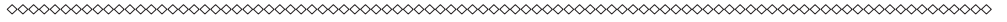
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Round Lake Vineyards & Winery, LLC. Representative Name:**

PRINT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_