

Cedar Valley Winery, Inc.

contact@cedarvalleywine.com

2034 Dewberry Ave.

Batavia, IA 52533

641-662-2800

Wedding & Reception Rental Agreement

Procedures for use of Cedar Valley Winery

Alcohol

- Wine and beer served at the event shall be purchased only from Cedar Valley Winery. Alcohol shall be served during the reception only and must be served with food.
- All alcohol must be served from one location, by a properly licensed bartender or caterer hired by you. No alcohol shall be consumed anywhere on the property without the proper permits. Your bartender or caterer must display their permit before the beginning of your event.
- Proof of legal drinking age is required and must be verified by your bartender or caterer. A self-serve or 'open' bar is not allowed.
- Outside beer, alcohol and 'home brew' are not allowed. If we notice unauthorized consumption of alcohol anywhere on the property (e.g., brown bags or a tailgate party) we will close your bar until all alcohol has been given to the bartender to serve.
- "Last call" for alcohol shall be 15 minutes before the end of your reception, which can be no later than 11:00 p.m., and then the bar must be closed. All alcohol must be sealed and put away.
- If your guests become noticeably intoxicated, Cedar Valley Winery reserves the right to close the bar at any time.

Music

- Acoustic guitars, flutes, stringed instruments, harps, lightly amplified electronic organs or pianos, and lightly amplified singing are welcome in our vineyards. Reasonably amplified music from CDs is also permitted.
- Dancing to reasonably amplified music with or without a DJ is also allowed. We will help set a reasonable sound level. If the volume becomes excessive, we reserve the right to interrupt the electricity.
- "Last Dance" shall be 10 minutes before the end of your reception, then all music must cease. This can be no later than 11:00 p.m.

Clean Up

- The last hour of your rental is reserved for you to collect your personal belongings and load them into your cars...it is not more party time. The parking area must be empty by midnight. Events that run over time will be charged \$200 per hour.
- If you are catering your own affair, please follow these procedures. You are responsible for removing all trash and decorations when your event concludes and prior to your departure. You may place your trash in our trash cans and we will empty our trash cans. Failure to clean-up following your event will result in the forfeiture of your damage/performance deposit.
- All personal property, rented equipment, tables, chairs and other items brought by you or your guests are your responsibility and Cedar Valley Winery assumes no responsibility for any such items.

Children

- Well-supervised children are welcome to attend your event. Cedar Valley Winery assumes no responsibility for the safety of unsupervised children. Please keep all children out of the vineyard, pond, landscaping, barn, winery, decks and off of all equipment.
- Children may be in the winery facilities only when accompanied by a responsible adult.

____Renter's Initials

Your Rental Includes

- Lawn space surrounded by our 6 acre vineyard
- Use of our 14' by 20' gazebo located in the center of our vineyard
- Access to 110 volt electricity during your event
- Access to the bathroom located in our winery facilities

Your rental does NOT include tents, chairs, sound systems, food, decorations, bartenders, caterers, staffing, kitchen facilities, glass glasses, wine glasses, linens, dishes, platters, bowls, silverware, kitchen utensils, etc. Please make other arrangements for these items or bring them with you. Cedar Valley Winery does have a limited number of chairs available for rent upon request.

Rental Rates & Terms

Through Renter's dully executed signature below, Renter agrees as follows:

1. Rental fee for Cedar Valley Winery is \$125/hour (plus tax) (Complete next lines)
2. Wedding or Reception Only (3 Hour Minimum Required): \$_____ (plus tax)
3. Wedding & Reception: (4 Hour Minimum Required): \$_____ (plus tax)
4. \$200 Shall Be Added For Each Additional Hour The Event Exceeds The Allotted Time Requested.
5. Requested Date(s) _____ Hours: From _____ To _____
6. 30% Rental Deposit: \$_____ (Wedding or Reception Only) **OR** \$_____ (Wedding & Reception)
7. \$150 Damage/Performance Deposit (returned upon completion of your event less any charges otherwise owed to Cedar Valley Winery)
8. Wine and Beer served at the event shall be purchased only from Cedar Valley Winery at the following rates (plus tax):

\$10/bottle	Seyval, LaCrosse, Red Tie Affair
\$12/bottle	Foch Rose
\$14/bottle	Marechal Foch, Vignoles
\$16/bottle	Chardonel, LaCrosse Reserve
\$18/bottle	Chambourcin
\$20/bottle	Norton
\$2.50/can	Domestic Canned Beer
\$300/keg	Domestic Keg Beer

At least 10 days prior to the date of the event, Renter shall provide Cedar Valley Winery with the amount and preferred brand of beer and wine desired for the event along with a valid credit card to cover the cost of all alcohol to be served at the event.

9. Renter has read and understands the Procedures for use of Cedar Valley Winery as set forth above. Renter agrees to be responsible and personally liable for all damage to the facilities, structures, fields, vineyards, winery and equipment (other than normal wear and tear) during Renter's event, even if this damage exceeds the amount of the damage deposit. **Renter's Initials** _____

10. Reservations shall not be guaranteed until payment of the Rental Deposit described herein is received. In the event of cancellation by Renter, the Rental Deposit shall be forfeited. The Balance of the rental shall be paid one month prior to the rental date and is non-refundable. **Renter's Initials**_____
11. Renter agrees to pay the entire contract price in cash, credit card or by check at least one month prior to Renter's event. Please complete the enclosed credit card authorization and return it with the signed agreement. **Renter's Initials**_____
12. Deposits are refundable ONLY if Cedar Valley Winery must cancel the rental date. Renter understands that Cedar Valley Winery only offers outdoor facilities and cannot guarantee weather conditions. Renter assumes all risk that the Requested Date of Renter's event may have inclement weather and in such case this shall not be deemed non-performance by Cedar Valley Winery under this agreement. **Renter's Initials**_____
13. Renter agrees that set up, photography, and clean up are included in the amount of hours requested for rental. Time used for Renter's event is time that Cedar Valley Winery cannot rent the vineyard to others. The rental fee and minimum hours required includes the time Renter uses for a wedding rehearsal; however, any rehearsal must be scheduled at a date and time that is approved in advance by Cedar Valley Winery. If Renter would like to have a full rehearsal and dinner at the vineyard, Renter must rent the facilities for the necessary time at the standard \$125/hr fee. **Renter's Initials**_____
14. In order for the staff of Cedar Valley Winery to properly prepare the facilities for Renter's event, Renter agrees that neither Renter nor any agents or service providers (e.g., music, rental equipment, etc.) will arrive earlier than the time listed above. Rentals that begin early or run over time will be charged an additional \$200 per hour. **Renter's Initials**_____
15. **Cedar Valley Winery's liability for any loss or damages, direct or indirect, in contract, tort or otherwise, arising out of the subject matter of this agreement shall be limited to those actual and direct damages which are reasonably incurred by the injured party and caused by Cedar Valley Winery's recklessness or willful misconduct. Cedar Valley Winery's aggregate liability under this Agreement, regardless of legal theory, shall not exceed the fees paid to Cedar Valley Winery by Renter. In no event shall Cedar Valley Winery be liable for any special, indirect, incidental, consequential, speculative, punitive or exemplary damages.**

RENTER: _____ **Telephone:** _____
(print name) (sign name) **Cell:** _____

Address: _____
(street) (city, state, zip code)

Date: _____ **Email:** _____

CEDAR VALLEY WINERY, INC.

By(signature): _____ **Name** (printed): _____

Its (title): _____ **Date:** _____

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CREDIT CARD AUTHORIZATION FORM

DATE: _____ TELEPHONE #: _____

CUSTOMER NAME: _____ FAX #: _____

ADDRESS: _____ EMAIL: _____

CITY, STATE, ZIP _____

I _____ hereby authorize Cedar Valley Winery, Inc. to manually debit my credit card for the amount I agreed to pay under the terms of the Cedar Valley Winery Wedding & Reception Rental Agreement, including the damage/performance deposit. I hereby decree that I have the authorization to sign on this credit card, or I am the primary cardholder.

CREDIT CARD (please circle one): Mastercard Visa

CREDIT CARD NUMBER: _____ - _____ - _____ - _____

VCODE or CVV2 CODE: _____

EXPIRATION DATE: ____ / ____

AMOUNT TO BE CHARGED: \$ _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____