



**LLANO ESTACADO WINERY:
EVENT PROPERTY USE AND RENTAL AGREEMENT**

Parties to this Agreement:

Llano Estacado Winery and _____
(Renter's First and Last Name Printed/Company Name)

RENTER'S INFORMATION:

Event Host: (Renter; hereinafter, referred to as Host)

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

ADDITIONAL CONTACT: (REQUIRED)

Name: _____

Phone/Email: _____

RENTAL DETAILS:

Date: _____ From: _____ To: _____

Rental Time: _____

Event Type: _____

Event Space (Circle the One(s) that Apply):

Tasting Room Event Center Lobby Conference Room Vineyard Lawn

Estimated Number of Guests:

<50 <100 <150 <200 <250 >250

REGULATIONS/POLICIES FOR RENTAL SPACES:

- No smoking inside the Llano Estacado Winery. Guests are permitted to smoke at least 20 feet away from the building.
- **Sparklers and any other type of flammable is not allowed onsite with the exception of candles contained in a votive.**
- All guests must be off site one hour after the event unless otherwise stated
- Host agrees to clean up property to the satisfaction of Llano Estacado Winery by an hour after the stated ending time of the event.
- Live animals, except for service animals, may not be brought onto the premises.
- Hosts and guests are restricted to the designated rental spaces only.
- Llano Estacado Winery will not be responsible for items left or stolen, before, during or after an event.
- **Host is responsible for broken, stolen, or lost wine glasses, and will be charged for them at the end of the event. You can opt in to using clear, plastic cups to avoid this charge.**
- **In cases where property has been damaged or abused beyond normal wear, the client will be billed for all damage and additional clean-up.**
- Children must be supervised at all times.
- There must be security onsite if over 50 people are drinking. There will be a charge of \$40/hr. per security guard. We are required to have 2 guards on premise through the agency we book with. The host can hire outside security if wanted. If the event has over 100 people, there has to be 2 security guards onsite from start of the event to 30 minutes after the event ends.
- Llano Estacado Winery staff may take photographs during the event for marketing purposes only. If you wish for us not to take pictures, please inform Llano Estacado staff prior to the start of the event.
- It is the responsibility of the host to make sure that parking is managed and all vehicles are in appropriate places.

WINE AND BEER SERVICE:

- **No hard liquor is allowed on the premises. A \$500 fee will be given if any is found before, during, or after the event.**
- **Any unauthorized alcohol will be confiscated and a penalty will be assessed.**
- All wine (including sparkling wine/champagne-style) must be purchased through Llano Estacado Winery.
- You may have beer at your event, see additional beer policy sheet for rules and criteria. If a caterer is pouring, they are responsible for pulling an Alcohol Catering permit or Type 118 permit prior to the event, and to provide a TABC licensed server. In addition, all clean-up of bottles and cans must be done by the caterer if provided by caterer.
- Llano Estacado Winery will provide staff members to handle the wine bar service; tableside service should be handled by the caterer.
- No one under the age of 21 will be permitted to consume any alcoholic beverages of any kind, whether or not a parent or legal guardian is present. Llano Estacado Winery and its employees reserve the right to I.D. any one and refuse service to anyone they feel is intoxicated.

CATERING SERVICES:

CATERERS MUST BE APPROVED BY LLANO ESTACADO WINERY, AND MUST SIGN A CATERING AGREEMENT ONE MONTH PRIOR TO EVENT.

Caterer is responsible for:

- Setting up, serving, replenishing, and clearing food.
- **Clearing plates, silverware, glasses and food trash until the caterer leaves.**
The host is then responsible for clearing all trash.
- Checking out with the Event Manager on staff before leaving to ensure responsibilities are met.
- Cleaning kitchen, food tables, and other areas used by caterer.
- Removing all garbage bags used to throw away food, and taking them out to the dumpster and/or bins located behind the kitchen.
- Providing all serving dishes, silverware, tea/water glasses, plates, warmers, ice, and beverages (other than wine) unless discussed otherwise with the client.
- BBQ/grill catering must be approved beforehand and only allowed in designated areas.
- If caterer brings beer they must have a TABC licensed server to serve it to guests, and pull a caterer permit from the local TABC office prior to event.
- The kitchen must be cleaned and returned to the condition in which it was found prior to the event. If not, a cleaning fee will be assessed and charged to the client.
- **Llano Estacado Winery does NOT have potable water on site. Caterer or host must bring in filtered water.**
- **Llano Estacado Winery does NOT have an ice machine on site. Caterer or host must provide ice for all beverages, etc.**

Caterers must follow all rules posted in the kitchen. The kitchen must be cleaned and returned to the condition in which it was found prior to the event. The host will be assessed a cleaning fee if additional cleaning is necessary. Llano Estacado Winery is not responsible for any items left by caterers, decorators, florists, or other parties associated with the event.

DECORATIONS

Decorations for your event are more than welcome; however we ask that you please note the following rules:

- Decorations can not have loose glitter. Any glitter used must be sealed.
- No nailing, stapling, or gluing of decoration on walls, doorframes, flooring, or ceilings. No items may be attached or hung to the ceiling unless granted approval.
- Decorations must be removed immediately after the event and within the contract time frame.
- **No birdseed/rice, glitter or confetti is to be thrown on property or a \$100.00 cleaning fee will be assessed for cleanup if these items are used.**
- All candles and/or tea lights must be enclosed in glass (votives, hurricanes, etc.), and placed a reasonable distance from anything flammable and situated to prevent wax from dripping.

Llano Estacado Winery will not be held responsible for any items remaining after an event.

WHAT LLANO ESTACADO WINERY PROVIDES:

- Event center set-up with tables, chairs and basic linens for up to 200 guests.
- Serving staff for tasting room bar and/or mobile bar in the Event Center.
- Wine glasses to be used for the duration of the event (\$5/glass that is broken, lost, taken).
- Catering kitchen for caterer to use for prep and food service.
- Staff will remain on site for the entirety of the event.
- We provide trashbags, as well as trash cans to be used during the event.
- Each event will receive 15% off of their event wine.
- There will be a 1 hour setup time and breakdown time allowed for each event.

WHAT LLANO ESTACADO WINERY DOES NOT PROVIDE:

- Security. Events over 50 people drinking must have security for the duration through the half hour after the events end time. \$50 per security guard, per hour.
- Water. Our business runs on well water and we do not have any drinking water on hand for events. The host/caterer MUST bring plenty of water for the event. In the case that the event runs out of water, the host or caterer must leave and get more water for the event.
- Ice. We do not have an ice machine on site but do have a full size freezer and coolers that may be used during your rental.
- Trash/food/decoration cleanup. The trash, decorations, and food fall back on the host to clean up and remove from the premise unless otherwise discussed. There will be a cleaning fee of \$25/trash bag if the trash is not taken out.
- Decorations. The host is responsible for catering unless they wanted to rent any decor from our decoration closet.
- Catering. The host is in charge of booking and setting up the catering for the event. The caterers have to have a valid catering license.

INSURANCE AND DAMAGES:

THE INSURANCE CARRIED BY LLANO ESTACADO WINERY COVERS ONLY LLANO ESTACADO WINERY, NOT THE HOST OF EVENTS HELD ON OUR PROPERTY. THE HOST AGREES TO INDEMNIFY AND HOLD HARMLESS LLANO ESTACADO WINERY, ITS AGENTS AND EMPLOYEES AS A RESULT OF ANY DAMAGE OR INJURY SUFFERED BY YOU, YOUR GUESTS, INVITEES, ATTENDEES, AGENTS, SERVANTS, OR EMPLOYEES, WHETHER CAUSED BY YOU OR OTHERS IN ATTENDANCE, WHILE ON THE PROPERTY. YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS LLANO ESTACADO WINERY, ITS TRUSTEES, EMPLOYEES, AGENTS, AND SERVANTS, IN THE EVENT THEY INCUR ANY LIABILITY WHATSOEVER AS A RESULT OF YOUR OR YOUR ATTENDEES ACTS OR OMISSIONS WHILE UTILIZING THE PROPERTY.

HOST IS RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY INCURRED BY HOST OR GUESTS. VIOLATIONS OF ANY OF THE AFORESTATED RULES OR REGULATIONS MAY RESULT IN FORFEITURE OF DEPOSIT, AND PAYMENT FOR ANY ADDITIONAL COSTS OR DAMAGE IN EXCESS OF THE SECURITY DEPOSIT. HOST IS RESPONSIBLE FOR ALL ATTORNEY'S FEES AND COSTS OF LITIGATION.

DEPOSIT/PAYMENT & CANCELLATION POLICY:

To reserve the date of your event, a deposit of 50% the rental fee is required, as well as a completed contract for our records. Events that do not have both of these requirements will not be put on our calendar until we have received them. **All event rentals must put a card on file and have a permanent residence address to be invoiced after the event.**

The remainder of the rental fee is due 30 days prior to the event, along with a fully refundable security deposit up to \$500. The security deposit will go toward your final bill, whereas the rental deposit made is NON-REFUNDABLE upon cancellation of the event. The full payment of the rental fee is due 30 days prior to the date of the event.

Seven days prior to the event date the entire rental fee is NON-REFUNDABLE upon cancellation of the event. If the date is changed, the party is subject to a \$200 date change fee.

The Security Deposit is used for insurance purposes in case of stolen items, damages, etc., and can be put towards the wine as well. A fee of \$5 per glass will be subtracted from deposit if wine glasses are broken or missing. The security deposit also covers any other broken items, trash left, or additional cleaning if deemed necessary. If the wine purchase and damages are more than the amount of the security deposit, we will charge the card on file, or it can be paid by check, cash or a different credit card within a week after the event.

Llano Estacado Winery cannot and will not be responsible for inclement weather or the parties' change of plans. A charge of \$100/half hour will be assessed for events that come earlier or go past their contracted time limit (this includes all guests/DJ/band/caterers/etc.). It is the host's responsibility to inform all guests and vendors of these hours.

GRATUITY

There will be an automatic 20% gratuity on the rental price.

PAYMENT INFORMATION

Rental Fee: _____

Rental Deposit (50% of the Rental Price): _____

Final Payment (Due 1 Month Prior to Event): _____

Security Deposit Required? (Yes/No) Amount: _____

CREDIT CARD INFORMATION

Name on Card: _____

Billing Address: _____

Card Type: _____

CVV Number: _____

Expiration Date: _____

COMPANY INFORMATION FOR INVOICE

Company Name: _____

Address: _____

AUTHORIZATION AND SIGNATURE:

By receipt and review of this document, I agree to the above terms and conditions.

I, the undersigned, do hereby contract with Llano Estacado Winery for the rental of the facility as outlined above for my event. I have read and agree to everything as outlined in the accompanying "RENTAL CONTRACT TERMS AND CONDITIONS" which are incorporated by reference herein and become a part of this contract.

Signature of responsible party (Host):

_____ Date: _____

LASTLY every event is different, the General Policies, Rules, and Regulations cannot conceivably cover every possible scenario. If there is anything that is not covered expressly in this document, please know that Llano Estacado Winery reserves the right to determine necessary considerations or stipulations on an as-needed basis. Our sole effort is to insure the success of your event and safeguard the safety and experience of all our visitors. These general policies, rules and regulations are subject to change.

Host Initials _____ Event Coordinator Initials _____ Date _____