

Grey Horse Vineyards, LLC
12285 Elk Run Church Road
Midland, VA 22728
(540) 788-4620 Tasting Room
(540) 788-4630 Business Office
events@greyhorsevineyards.com

This contract is between Grey Horse Vineyards, LLC (GHV) and _____
(hereinafter Lessee) for the use of the below listed facilities at 12285 Elk Run Church Road, Midland, VA
22728.

I. TERM:

Date: _____ Starting Time: _____ Event Ending Time _____
(five hours after starting time)

II. INCLUDED FACILITIES:

This contract is for the lease of the _____ in accordance
with the below terms: Banquet Room / Main Tasting Room / Covered Deck / Vineyard

III. FEES:

**A confirmation deposit of 50% of the rental fee is due at signing,
secures your date, and is non-refundable.**

Facility Rental Fee	\$ _____
Plus Servers (1 per 25 guests) x \$100	\$ _____
Minus Cash / Check Discount (5%)	\$ _____
Minus Early Booking Discount (5%)	\$ _____
Pre-tax Total	\$ _____
Plus VA Sales Tax (5.3%)	\$ _____
Total Rental Fee	\$ _____
Less 50% deposit due at signing	\$ _____
Remaining Balance Due	\$ _____

Balance Due Date: _____ (30 days prior to the scheduled function)

Rental Balance is non-refundable after the due date.

PROOF OF LIABILITY INSURANCE, LESSEE'S ABC LICENSE (if beer is to be served), AND THE SECURITY DEPOSIT MUST BE PROVIDED TO GHV NO LATTER THAN THE BALANCE DUE DATE.

IV. PAYMENTS:

Lessee agrees to make all payments in a timely manner. Lessee acknowledges the balance due date set forth above. Lessee further agrees that payment for additional set-up time, wine served at the event, cleaning costs, or any fees incurred as the result of a modification of this contract are due at the time they are incurred. Lessee agrees to pay all service fees incurred as the result of returned checks or credit card charge backs. If Lessee fails to pay any outstanding balance in a timely manner, Lessee agrees to pay all costs of collection plus interest at the maximum statutory rate from the date that the payment was due.

V. SECURITY DEPOSIT:

A security deposit of \$500.00, in the form of a check or credit card must be provided by the Balance Due Date. The check or credit card information will be voided and shredded following the function provided there are no damages to GHV property caused by any of the Lessee's guests or vendors and clean up is completed to the satisfaction of GHV. Because damaged or missing items may not be discovered immediately, GHV will have two weeks to make a full accounting of such items. Should damages exceed the amount of the deposit, GHV will bill Lessee for the additional damages. Lessee agrees to pay any bill for additional damages within 5 days. Any violations of this contract could result in the forfeiture of Lessee's security deposit.

VI. FACILITY:

GHV will provide the leased facility/facilities in its/their normal condition for a five hour time block, which Lessee agrees is acceptable for the function. Normal room temperature, lighting, and electricity will be provided. The rental period begins and ends at the times listed above. Event guests may not enter the leased facilities prior to the Starting Time and must depart by the Ending Time. Parking is provided in lots. Restrooms will be provided. Approved caterers will be given access to GHV's catering prep area. **All other areas of the facility and property are excluded from this rental agreement. Lessee, event guests, and vendors cannot expect to make use of any areas except those specifically leased under this contract.** Non-rented areas may be made available at the sole discretion of GHV. If GHV elects to make any non-rented area available, Lessee may not alter or decorate such area. If event photographs are to be taken by a professional, hired photographer, GHV will make portions (chosen by GHV) of the vineyard available for such photographs. Anyone entering the vineyard must be accompanied by a GHV representative. Restrooms and parking lot areas will be shared with Tasting Room guests prior to 6:00 PM. Lessee is responsible for all clean-up of and damage to ANY property, both rented and non-rented, that result from the actions of Lessee's guests or vendors.

ALL PERSONS MUST VACATE GHV PROPERTY NO LATER THAN 10:00 PM (11:00 PM ON FRIDAY OR SATURDAY)

VII. SET-UP AND CLEAN-UP:

Lessee will be granted access to the facilities for a three hour period on the day prior to the scheduled event. Access will be granted To the Banquet Room, Covered Deck, or Vineyard (when such areas are leased) during regular business hours (11:00 AM to 6:00 PM) on the day prior to the scheduled event. Access to the Main Tasting Room will be provided (when the area is leased) from 6:00 PM to 9:00 PM on the day prior to the scheduled event. Additional time can be requested and, if made available, will incur an additional fee of \$50 for each hour. Additional time will be rounded up to the next higher full hour for billing purposes. Set-up time may be used for arranging furniture, decorating, deliveries and rehearsals. All activities during this period must occur exclusively within the leased premises. Non-leased areas may not be used. Clean-up by Lessee shall occur immediately following the event and be completed in such a manner that all persons depart GHV property by the Event Ending Time and in all instances, not later than 10:00 PM (11:00 PM on Friday or Saturday). Failure to comply will result in additional cleaning costs.

VIII. FURNITURE, RENTED ITEMS, & ITEMS PROVIDED BY LESSEE:

Included in the rental fee, GHV will provide wine glasses, up to 15 - 66" Round banquet tables, up to 150 Chiavari chairs, up to 4 eight foot long rectangular tables, up to 1 four foot square sweetheart table, and white linens for the included tables. Lease of the Covered Deck without the furniture removed does not include use of any furniture except the tables and chairs normally used on the deck. Lessee will be responsible for arranging the included furniture in their desired configuration. All included furniture must remain within the leased space. If lessee chooses to use furniture from another source, Lessee must arrange for, be present during, and accept responsibility for delivery, set-up, take-down, and removal of such furniture. GHV personnel will not assist in any way with furniture from an outside source.

GHV is not responsible for issues arising from Lessee's use of an outside vendor. These issues include, but are not limited to, untimely delivery, missing or incorrect items, failed delivery, additional fees for inside delivery or pick-up, damage to rented items, and failure to return all rented items. All activities related to outside vendors must occur during the normal business hours of Friday – Monday from 11:00 AM to 6:00 PM and take place within the allotted time for set-up and clean-up.

GHV will not provide any outdoor seating, additional furniture, other linens, dinnerware, utensils, serving items, glasses (other than the included GHV wine glasses), ice, additional refrigeration or heating sources, or any other items not specifically listed as being included.

Due to the risk of water damage occurring to the wood floors at GHV, coolers containing ice may not be brought into GHV except onto the deck.

IX. PHOTOGRAPHS:

Lessee agrees to allow GHV to use photographs of the event and all attendees for advertising and promotional purposes. These photographs may be taken by GHV personnel as well as a photographer hired by Lessee. If Lessee hires a photographer, Lessee agrees to request that such photographer release all event photographs to GHV.

X. CATERING:

GHV does not have an onsite caterer. GHV can make recommendations for local caterers. Any caterer may be used. However, **only caterers on the GHV recommended vendors list will be afforded use of GHV's preparation areas and facilities.**

XI. MUSIC:

Fauquier County regulations prohibit outdoor amplified music. GHV reserves the right to monitor the volume of the music during your function. If necessary, GHV will request it be turned down. Failure to do so will result in loss of power for the sound system.

XII. BEVERAGES:

By Virginia Law, only Grey Horse Vineyards wines may be consumed on the premises. GHV will offer a 10% discount on the regular bottle price for wine consumed during the event. There will be a charge for all opened bottles and payment will be due at the close of the evening. Lessee must obtain the proper ABC licenses and provide that license to GHV if beer is to be served. Beer may only be brought in cans or bottles. Kegs may not be brought into GHV. No other alcoholic beverages are permitted. Because an ABC event license is valid for only one specific day, beer cannot be brought to GHV prior to the day of the event and must be removed by the conclusion of the event. **Grey Horse Vineyards reserves the right to stop the pouring of ALL alcohol at any time during the event.**

XIII. ALCOHOL SERVERS:

In compliance with ABC laws, a responsible server, under the supervision of an ABC Manager, must distribute all alcoholic beverages. Included with the lease, GHV will provide one ABC Manager for the event. Servers are also required to pour the beverages. GHV will provide servers at a cost of \$100 per server. One server is required for every 25 event participants.

XIV. INSURANCE:

Lessee assumes all responsibility for any injury, illness, theft, loss, or damages of its guests or property on the day of the function. Lessee will provide, by the Balance Due Date, a certificate of liability insurance, listing GHV as an additional insured with \$1,000,000 minimum coverage. If assistance in obtaining this insurance is requested, GHV can recommend an insurance agent familiar with this type of policy.

Under Virginia law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for participants to act in a negligent manner that may contribute to injury or death. Guests are assuming the risk of participating in this agritourism activity.

XV. EVENT PLANNERS AND COORDINATORS

GHV personnel are only able to make planning suggestions. GHV personnel will not serve as event planners or day of coordinators. If Lessee desires such services, GHV can recommend such a service provider. GHV personnel will be occupied on the day of the event ensuring that the leased facility is well maintained and accessible. They cannot take on any additional duties. They will not coordinate vendors, direct timing of activities or guest movement, make announcements, assist vendors or service providers, provide missing or forgotten items, or perform any of the other services that an event planner or coordinator performs.

XVI. TERMS OUTSIDE OF THE CONTRACT

GHV will make a reasonable attempt to accommodate the special requests of the Lessee. However, failure to accommodate requests that are not part of this written contract will not be considered a breach of this contract and will not warrant any compensation. GHV is not obligated to provide any goods or services that are not expressly set forth in this written agreement.

XVII. RESCHEDULING:

The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster (including, but not limited to, fire, flood, severe weather, and earthquake), civil disorder, curtailment of transportation facilities preventing or unreasonably delaying attendance of at least 25% of the attendees, or any other situation making it illegal, impossible or inadvisable to provide the facilities or to hold the event. This agreement may be rescheduled for a date that is mutually agreeable and available without penalty by either party upon written notice for any one or more of the forgoing reasons.

XVIII. BINDING AGREEMENT:

This Agreement must be signed and returned to Grey Horse Vineyards with the Confirmation Deposit in order to secure the date of your function. This Agreement is not binding until the deposit and signed contract have been received. Scanned / emailed transmission of the contract is acceptable. The terms of this Agreement can only be changed in writing and the laws of the Commonwealth of Virginia shall be used to interpret. If any portion of this agreement is found to be in violation of any law or is otherwise ruled to be unenforceable, all other terms will remain unchanged and enforceable.

Agreed and signed:

For Grey Horse Vineyards, LLC

Date

_____ (Lessee)

Date

Contact information: (Please provide the following)

TYPE OF FUNCTION: _____ **Number of Guests:** _____

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email: _____