



## EVENT CONTRACT

This contract defines the terms and conditions under which De Tierra Vineyards and \_\_\_\_\_ (hereafter referred to as the CLIENT) agree to the CLIENT's use of De Tierra Vineyards facilities on \_\_\_\_\_ (reception/event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by De Tierra Vineyards and the CLIENT.

### **CLIENT Information:**

CLIENT Name: \_\_\_\_\_

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

Telephone #: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address: \_\_\_\_\_

Proposed Event: \_\_\_\_\_

Approximate Number of Guests: \_\_\_ (150 max. outdoor, 60 max. indoor)

1. **Location.** De Tierra Vineyards, 503 Corral de Tierra Rd., Salinas, CA 93908
2. **Venue Capacity.** 60 guests for inside only events, 150 guests for indoor/outdoor with tenting required for events in the vineyard (depending on the type of event, and seating required).

3. **Facilities and Services Provided by De Tierra Vineyards.** De Tierra Vineyards will provide the facilities and services described in this contract on the event date noted above for seven (7) hours; two (2) hours are included prior to the event for set-up, four (4) hours for the exclusive use of the CLIENT, and one (1) hour for breakdown after the event. Event must end promptly at 10 pm. CLIENT must ensure all guests have exited premises by 10:30 p.m. Overnight stays must be booked through our AirBnB at the rate of \$250-350 per night. All other services, facilities and arrangements for services shall be the responsibility of the CLIENT. Any other items needed for an event, including but not limited to, additional tables and chairs, utensils, cooking equipment, heaters, umbrellas, tablecloths, chafing dishes, serving trays, plates, serving spoons, napkins, etc., are not being supplied by De Tierra Vineyards and need to be supplied through an approved caterer or by CLIENT. All existing furniture, lighting, equipment, buildings, and vehicles shall be maintained in existing condition. CLIENT will be responsible financially for any damage or non-reversible changes made to the building and/or items listed above.
  
4. **Venue Supplies.** De Tierra Vineyards will provide and set up the following:
  - a. (8) 8 ft. wooden folding tables\*
  - b. (80) Light color/Tan wooden folding chairs\*
  - c. (8) Propane heaters (propane not included)
  - d. (1) Wood fired BBQ (wood and BBQ equipment not included)
  - e. (1) Large glass water dispenser
  - f. (2) 6ft. by 4 ft. Barrel Bars
  - g. (2) Restrooms, one upstairs, one in back for service staff/vendors \*\*
  - h. Wireless Internet – Username: Winery; Password: Chardonnay
  - i. (3) Wood burning fire pits (wood not included)

**NOTE:** CLIENT is responsible for all equipment. De Tierra Vineyards must agree upon location of any ceremony and/or reception.

**NOTE:** CLIENT is responsible for organizing a 'Rain Plan'. De Tierra Vineyards is not responsible for the planning, financial support, or execution of alternative event organization due to rain or poor weather.

5. **Parking.** Parking shall be on the shoulder (off the road) of Corral de Tierra Road (Corral Road) or guests should be bused in. CLIENT is REQUIRED to select either bus transport or valet for their guests vehicles. Caterers, musicians and others who need to enter for event setup may park inside the De Tierra gate. All guests must park off the road on the shoulder of Corral Road. CLIENT acknowledges that the winery is located in a rural area but that it is important for safety (fire and ambulance) reasons to make sure no vehicles block the road or any part of it or the gate. CLIENT agrees to ensure that all its

guests park safely, and provide additional lighting, security or other services required to ensure safe parking.

**NOTE:** Valet or Bus service is required at our venue.

**6. Booking.** The Winery House requires at least one (1) month advance notice and payment for booking, but reserves the right to refuse service to anyone. Please request booking by contacting [Events@DeTierra.com](mailto:Events@DeTierra.com). Booking is not confirmed until CLIENT has signed contract and returned via scan and email to De Tierra Vineyards, and has provided payment in full.

**7. Complimentary Tour of Venue.** To aid in your decision of choosing De Tierra Vineyards as your event location, we invite you to our winery for a complimentary tour of the event facilities. Once confirmed, we will assist in coordinating details of upcoming event. Schedule a tour by contacting [Events@DeTierra.com](mailto:Events@DeTierra.com).

**8. Access to Venue.** CLIENT'S access to venue will be restricted to 3 visits/consultations, not including initial tour. This access includes caterers, event rental, wedding planner, family of the bride or groom etc. Additional visits/consultations will be at a \$25/hour price, to be paid via check at the time of the meeting. Delivery/setup for the event outside of agreed upon time must be negotiated by CLIENT at De Tierra Vineyard's discretion.

**9. Event Day Staff.** De Tierra Vineyards will supply one staff member for the duration of the event (setup, event, and breakdown). Additional staff members may be requested to assist with event at a rate of \$25.00/hr. to be paid in full 24 hours prior to event.

**10. Certificate of Insurance.** A Certificate of Insurance naming De Tierra Vineyards as additionally insured with minimum liability coverage in the amount of \$1,000,000.00 is required of CLIENT and all vendors (if De Tierra does not have a current certificate on file for vendor). It is CLIENT's responsibility to ensure this is completed 30 days prior to event. In addition, Worker's Compensation Insurance coverage is required for compensated employees working an event.

**11. Rental Fee, Deposits and Payment Agreements.** Rental fee, if 50 people or under \$3,500 and \$5,000.00 if over 50 people (for seven (7) hours; two (2) hours of setup, four (4) hours event, one (1) hour of cleanup). To reserve services on the date requested De Tierra Vineyards requires this contract be signed by both parties and event price to be paid in full. The deposit is \$1,750, if 50 people or under; \$3,500, if more than 50 people. Deposits and payments will be made by credit card, certified or bank check made payable to De Tierra Vineyards. There are no discounts for non-peak season events. Payment should be remitted to:

**De Tierra Vineyards**  
**Attn: Anna Russell**  
**P.O. Box 3737 Salinas, Ca**  
**93912**

**12. Preferred/Suggested Vendors.** De Tierra Vineyards preferred vendors are listed below. CLIENT or approved caterer must provide all cooking and serving supplies for any food items being brought to the facility. All vendors requested by CLIENT require approval by De Tierra Vineyards. In addition, ALL VENDORS MUST attend at minimum one site visit. De Tierra Vineyards is willing to coordinate with vendors to some degree, but because of the nature of the space, we highly recommend using a event planner, or at minimum a day of planner.

**a. Catering**

- i. Michael's Catering 831.884.2400, [info@michaels-catering.com](mailto:info@michaels-catering.com)*
- ii. Events by Classic 831.647. 0114, [info@eventsbyclassic.com](mailto:info@eventsbyclassic.com)*

**b. Transportation**

- i. The Monterey Party Bus 831.809.7842, [dc@dceventsanddesign.com](mailto:dc@dceventsanddesign.com)*

**c. Rentals**

- i. Chic Event Rentals 831.375.1055, [sales@chicevents.com](mailto:sales@chicevents.com)\**

**d. Floral Design**

- i. Alana Barsotti Designs 831.320.1939, [alanabarsottidesigns@gmail.com](mailto:alanabarsottidesigns@gmail.com)*

**e. Event Coordinator/Wedding Planner**

- i. Element Events 970.389.8151, [Elizabeth@elementevents.biz](mailto:Elizabeth@elementevents.biz)*
- ii. Laura Oneto, [onetolaura@yahoo.com](mailto:onetolaura@yahoo.com)*

**f. Music/ DJ/ Entertainment**

- i. DNA Entertainment 831.372.5555, [sales@dnaent.com](mailto:sales@dnaent.com)*

**g. Restroom Rental**

- i. STAR Sanitation Services 831.754.6794 [Irene@starsanitation.com](mailto:Irene@starsanitation.com)*

**h. Valet Services**

- i. Nat'l Parking Valet 877.456.7275 [contactus@nationalparkingvalet.com](mailto:contactus@nationalparkingvalet.com)*

**NOTE:** All tenting or signage require the use of weights or stands, and nothing that will cause damage to the facility. NO TAPE, STAKES, PINS, TACS, NAILS OR DIGGING will be allowed on the property. Any such damage occurring will be corrected and billed to CLIENT.

**13. Music and Entertainment.** The proximity of local residences to De Tierra Vineyards is such that venue sounds, specifically sound related to music, must be kept below certain levels. All music must end by 10:00PM. All music related setup must happen the day of the event.

**14. Cancellation Policy.** The deposit is non-refundable (\$1,750, if 50 people or under; \$3,500, if more than 50 people). The total sum (\$3,500, if 50 people or under; \$5,000, if more than 50 people) owed is non-refundable if the cancellation is made within 90 days prior to the event date. De Tierra Vineyards shall have the right to terminate this contract if the CLIENT fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply. The CLIENT shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without the written consent of De Tierra Vineyards.

**15. Alcoholic Beverages.** De Tierra Vineyards acknowledges that the CLIENT may have wine on the premises and that all wine must be purchased from De Tierra Vineyards. (The exception being sparkling wines for toasts.) CLIENT acknowledges that the serving of all alcohol on the premises is at the CLIENT'S sole risk and CLIENT specifically indemnifies and holds De Tierra Vineyards harmless from any and all liability in connection therewith. An approved, licensed caterer must supply all other liquor. De Tierra Vineyards strictly enforces zero tolerance for underage drinking. Beer and spirits usage is contingent upon agreement with caterer.

As the host of a private party, the CLIENT acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at De Tierra Vineyards during the duration of the event described in this contract. The catering service and its agent will exercise due care in serving alcoholic beverages, and will refuse service to any person appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The catering service or its agent will provide all alcoholic beverages consumed in accordance with the laws and regulations of the State of California. The alcoholic beverage service will end no later than 10:00PM. The CLIENT agrees to fully cooperate and assist De Tierra Vineyards, the catering service and its agent in enforcing the laws of the State of California and the policies of De Tierra Vineyards regarding the consumption of alcoholic beverages.

**16. Responsibility and Security.** CLIENT acknowledges that De Tierra Vineyards shall not be responsible for any accidents, injuries, or damages to CLIENT, CLIENT'S personal property, or CLIENT'S guests or their property. CLIENT agrees to indemnify and hold De Tierra Vineyards harmless from any and all liability in connection therewith.

De Tierra Vineyards does not accept any responsibility for damage to or loss of any articles of property left at De Tierra Vineyards prior to, during or after the event. The CLIENT agrees to be responsible for any damage done to De Tierra

under the CLIENT's control. Further, De Tierra Vineyards shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the CLIENT, or any of CLIENT'S guests, invitees, employees or other agents from any accident or causality occasioned by the failure of the CLIENT to control CLIENT'S guests or arising from any other cause. The CLIENT, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against De Tierra Vineyards for any such loss, damage, or injury of the CLIENT or its guests, and hereby agrees to indemnify and hold De Tierra Vineyards free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

**NOTE:** At least one private security officer shall be hired for the day of the event. This is to protect CLIENT and De Tierra Vineyards.

17. **Children.** Children must be supervised by an adult at all times. De Tierra Staff is not responsible for children attending the event.

18. **Pets and Animals.** Pets and/or Animals must be supervised by an adult at all times. If it is a non-domestic animal, such as livestock of any kind a licensed and insured professional must accompany the animal for the duration of the event. All requirements needed to appropriately and safely take care of the animal for the event are the responsibility of the CLIENT and the accompanying professional. De Tierra Vineyards and/or Staff is not responsible for pets attending the event.

19. **Clean-Up:** All hosts are responsible to leave the property in the condition which it was found, which may include, but is not limited to ensuring the removal of all rented equipment, waste, and immediately alerting the staff to ANY damage, accidental or otherwise, as well as the follow-up to ensure adequate replacement, if necessary. Clean-up involving the washing of glasses and/or any dishware is included in the venue booking price.

20. **Contract Signature.** This contract constitutes the entire agreement between De Tierra Vineyards and the CLIENT and becomes binding upon both parties when signed.

The CLIENT:

De Tierra Vineyards

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_