

Jean Farris Winery Event Hosting
Provision & Security Deposit Contract

It is understood that with the execution of this contract the Host Responsible Party, **Sample Host Name** has given to Jean Farris Winery a security deposit in the amount of \$0. This deposit has secured the following location event space, Sample Jean Farris Location from 00:00 PM to 00:00 PM on Sample Date. This security deposit shall be applied as a down payment toward the total cost of the function and in the event of cancellation of the function; this security deposit is non-refundable. The expected number of guest for this event is 00. A final guarantee of expected guest is required to be emailed to jeanie.odaniel@jeanfarris.com no later than 3 days prior to event date. Jean Farris Winery requires a cancellation fee of 100% of your cost estimate if the event is cancelled within 3 days of the scheduled event date. Jean Farris Winery accepts deposits by cash, check, or credit card. A location event rental fee of \$0 will be charged for the room/ space plus a food & beverage minimum of \$0,000.00 is required for the use of the above named room/ space for this event date. The food & beverage menu for the event will be: Sample Event Menu Location.

Payment & Guarantee

It is understood that Sample Host Name will be presented with the check for payment following the event. Payment may be made by a major credit card, check, cashier's check, or cash. Jean Farris Winery must receive a guarantee regarding the exact number of guest expected at least 3 days prior to the function. Changes within 3 days of your reservation to your party size, cancellations, or "no show" will incur a cancellation fee of 100% of your cost estimate.

Cancellations

In the event of a cancellation, the security deposit and any partial payments will not be refunded.

Additional Terms & Conditions

- Food & Beverage pricing will be guaranteed no more than 30 days prior to the event.
- An automatic 18% service charge will be added to the total of the bill and our current sales tax will be added to all charges. Taxes and service charge cannot be waived and are non-negotiable. If your organization is Tax-exempt a photocopy of the tax-exempt certificate must be on file before your organization will be set-up as tax-exempt. Any organization found using a false tax-exempt number will be charged back taxes in the total amount due.
- The food & beverage minimum does not include tax or service charge. If minimum is not met, the difference will be applied as an additional room rental charge.
- Food & beverage of any kind may not be brought onto the premises. (Except Wedding Cakes and we will charge a \$2.00 per guest cutting fee) Jean Farris must provide all food and beverage, including alcoholic beverages. Any food or wine not consumed is the property of Jean Farris Winery; no food or wine can be taken off the premises. (Except Wedding Cake)
- Any & all decorations must be approved by a Jean Farris Winery manager. All decorating must be done by the current winery closing time. If the winery must remain open for decorating, a fee of \$100.00 per hour for any hour or fraction of an hour will be charged.
- All rentals should be scheduled for removal on the day following the event, unless other arrangements are made.

- The undersigned is responsible for the conduct of guest and all damages incurred to the winery's facilities.
- Any function closing after its scheduled departure time of 12:00 AM will be subject to an additional fee of \$100.00 per hour for any hour or fraction of an hour over.
- The winery assumes no responsibility for the damage or loss of articles left on the winery's premises prior to, during, or following a function.
- The undersigned agrees to indemnify the winery for any claims arising out of neglect or willful acts by the undersigned or any of its guests.
- The winery does not serve alcoholic beverages to minors. If a minor is found consuming alcoholic beverages, the winery reserves the right to terminate the function at the undersigned's expense.
- The undersigned agrees to be responsible for the consumption of alcoholic beverages by all guests and understands that the winery, at its sole discretion, may refuse service to any guest.
- Amplified music is allowed with restriction; Jean Farris Winery Management retains final approval on volume and any outdoor music must end at 10:00 PM
- Sorry, no birdseed, confetti, or rice allowed.
- The Winery is regularly open to the public and the facility as a whole cannot be "turned over" to a private event.
- The Winery reserves the right to change a location(s) and/or of the event.
- The Winery assumes no responsibility for Rainy Weather when renting outdoor locations. For outdoor venues it is recommended that the Host party secure additional tenting to provide coverage in the event of rain on event day.
- The Host agrees that they shall be responsible for the conduct of their guest and that the Winery may refuse service to any guest, or in its discretion, refuses service to all their guests in the event of violation of any state law.
- The Host agrees that a reversal on a credit card charge will not be allowed, and that if reversal does occur the Client is liable for 2 times the originally charged amount, as well as any chargeback fees and all other costs incurred, including but not limited to, collection of the debt, bank charges, check charges, etc.
- In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither Winery nor the undersigned shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force major, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of the Winery or Host and which by exercise of due diligence of Winery or Host is unable, wholly or in part, to prevent or overcome, This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter.
- Any controversy arising out of, this Agreement or breach shall be settled by the small Claims court, or its equivalent, if the amount of controversy is within the jurisdiction of said Court. If the amount in controversy exceeds the jurisdiction of said Court, then any controversy arising out of, or relating to, this Agreement, or a breach, shall be settled in the courts of Fayette County, Kentucky.

Please initial each page, sign, and return the entire agreement along with the required deposit to secure date. Jean Farris Winery does NOT hold tentative dates. All event dates are first come, first served, and are secured only by a signed agreement with a non refundable deposit. I acknowledge that I have read and understand all of the information stated within this contract.

Name of Host Responsible Party

Billing Address, City, State, Zip

Telephone Number and Email Address

By my signature below I authorize Jean Farris Winery to charge my credit card for any and all payments should they not be received by the dates stipulated on this contract.

Print name as it appears on Credit Card followed by signature with date.

Credit Card number with **expiration date** and **three or four digit security code**.

Accepted by Jeanie O'Daniel, Organizer, Jean Farris Winery, and LLC.

Date