

Payment Structure:

25% Deposit to hold date

25% Due 4 months prior to event

Remaining balance due 2 weeks prior to event

Final guest count due 2 weeks prior to event -guests can be added but cannot be removed from final guest count

Client and vendor Certificate of liability Insurance is due 2 weeks prior to event

\$750 Refundable security/damage deposit is due 2 weeks prior to event

Charges against security deposit will be made for any cost, including, but not limited to, damages to floors, walls, furnishings, landscaping, extra cleaning of the facilities, both inside and outside, building and/or overtime charges, and any other unusual costs incurred. You will be billed for any damages not covered by your deposit. If you stay within your contracted rental time, leaving the venue in a clean condition, with no damages, your deposit will be refunded within four weeks after your booking.

Payment Methods: Checks, Visa, Master Card or Discover Card (with proper ID) are accepted three months or longer prior to event.

Within 3 months personal checks are not accepted. There will be a \$50 fee for any check returned. A credit card authorization form must be complete, prior to the event, for any additional charges.

Guarantees/Service Charge: You must submit your final guest count fourteen (14) days prior to your event and you may not reduce this guarantee number after this time. Your final pre-payment will either be based on the guarantee number or the actual attendance, whichever is greater.

Cancellation Policy: In the event of a cancellation of special event or wedding, all payments made to date are nonrefundable. Dates cannot be re-scheduled without a fee. Changing a date is considered a cancellation and re-booking. Cancellation of rentals and vendor policies may vary.

Insurance: A Certificate of Liability Insurance providing Bodily Injury and Property Damage Liability protection in the amount of \$1,000,000 per occurrence, and naming Newberry Estate Vineyards, LLC, its directors, officers, agents, staff and volunteers as additional insured is required at least 30 days in advance of your event.

The CLIENT(S) understands that they and their guests will comply with county sound ordinance requirements while on the property of Newberry Estate Vineyards. Newberry Estate Vineyards, LLC has no control over any outside events, noise, or weather. In the event of an emergency, natural disaster, or other extraordinary circumstances, Newberry Estate Vineyards, LLC reserves the right to re-schedule an event.

Indemnification: My signature certifies that I have read and agree to abide by the conditions as set forth by Newberry Estate Vineyards, LLC governing the use of the facility as specified on this contract; that I hereby voluntarily assume any and all risks including injury to any person or property, and agree to indemnify, defend, protect, and hold harmless Newberry Estate Vineyards, LLC its directors, officers,

staff, volunteers and agents from and against any claim, damage, loss, lawsuit, expense and/or liability whatsoever for any injury, death, or damage to any person or property in any way related to the use of these facilities by me, my guests, caterers, and any other person on the premises of the facility; and that if there are minors in the group using these facilities, I will accept full responsibility for them throughout the period covered by the Contract.

General Rules

Alcoholic Beverages: Alcoholic beverages may only be served to individuals over 21 and may not be brought onto premises by anyone other than a licensed and insured company approved AND assigned by NEV unless otherwise permitted by NEV management.

Smoking: Smoking is only permitted in the assigned areas.

Parking: In the event that your guest count exceeds 200, there may need to be alternative arrangements made for parking. Newberry Estate Vineyards, LLC are not responsible for theft or damage.

Security: You may be required to hire additional professional security services, depending upon the type of event being held, and/or number of guests consuming alcoholic beverages.

Decorations: Decorations must be approved by Newberry Estate Vineyards, LLC. All decorations must be removed without leaving damages.

NOTE: The only adhesive material allowed on the walls/pillars is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails, staples, glue, or tacks are not permitted. The use of rice, confetti, birdseed, loose glitter, or loose candy is not permitted. Candles are permitted if they are enclosed in glass votives or hurricane shades. Wishing lanterns are not permitted.

Cleaning Policy: Any and all items/persons not provided by Newberry Estate Vineyard must be removed from the premises within one hour of the contracted event end time. This includes, but not limited to: guests, gifts, center pieces and other decorations, and trash. Anything left behind may incur a \$250.00 dumping fee.

Vendor Information: We recommend that caterers and vendors are selected from our preferred list. The 'preferred' vendors and service providers have demonstrated superior professionalism and service contributing to the development of a successful business reputation and relationship with the venue. We reserve the right to deny property access to any vendor not listed as a 'preferred' vendor. To utilize a catering company not listed as NEV preferred vendor, there will be a minimum of \$5 per person fee. Do not hire an outside catering company before getting approval from NEV first. Please provide Newberry Estate Vineyards, LLC with a copy of service provider agreements, including all insurance policies naming Newberry Estate Vineyards, LLC as additionally insured no later than two weeks prior to event. Any and all vendors and/or subcontractors are required to sign a 'hold harmless' agreement.