

Pontita Vineyard and Winery LLC Rental Agreement

This Venue Rental Agreement, executed by the parties on _____, constitutes an agreement for the rental and use of Pontita Vineyard and Winery LLC property, hereinafter "Owner" or "Pontita". Regarding the terms and conditions of use, the undersigned parties agree as follows:

1. PARTIES. The parties to this Agreement include the following:

Owner: Pontita Vineyard and Winery LLC

Address: 11490 Rebecca Creek Road, Spring Branch, Texas, 78070

Phone: 210-601-8864

Email: patclair@gmail.com

Renter:

Name:

Address:

State/Zip:

Phone or Cell:

Email:

2nd Renter (If applicable):

Name:

Address:

City/State/Zip:

Cell:

Email:

The above Renter(s) shall be referred to collectively hereinafter as Renter(s). Each of the renters are jointly and individually responsible for the obligations contained in this Agreement.

2. GENERAL ITEMS and RENTAL INFORMATION.

This agreement sets the standard terms for customer rental required by Pontita Vineyard and Winery LLC. By reserving and renting this venue, the purchasing customer agrees to these items and rules of conduct:

As a renter, I am only receiving a license for the agreed upon venue space.

Initial _____

I must not act in a manner that, in Pontita Vineyard and Winery's sole discretion, does or is likely to adversely affect the peaceful operation of the premises.

Initial _____

I will not use the premises for illegal purposes or in any manner that could tarnish the reputation of the Pontita Vineyard and Winery.

Initial _____

I will not tamper with, borrow, or remove any property kept on the premises.

Initial _____

I will not cause or permit any hazardous substance to be used, stored, generated, released or disposed of on or in the premises.

Initial _____

Any signs, symbols, or other objects displayed on the premises must be approved by Pontita Vineyard and Winery, and must be removed immediately following the duration of the reservation. While Renter decoration is allowed, I will not use tacks, nails or screws to hang or mount decorations. (We recommend that you use painter's tape or adhesive putty.)

Initial _____

Renter shall defend and hold Pontita Vineyard and Winery harmless from and against all loss, cost and expense, including attorney's fees, arising from any act or negligence of the Renter or their party.

Initial _____

The preceding provisions shall not make the Renter responsible for loss, damage, liability or expense resulting from injuries to third parties caused solely by the gross negligence or intentional misconduct of Pontita Vineyard and Winery. If someone in the Renters party causes harm, the Renter or responsible party will be held responsible and will be expected to make every reasonable effort to make it right. If Pontita's gross negligence or intentional misconduct causes harm, Pontita will make every reasonable effort to make it right.

The parties have specifically negotiated and mutually agreed upon the following:

- a. Date of Event: TBD
- b. Type of Event: TBD
- c. Venue space reserved: TBD

d. Basic Table set up plan: TBD

Linen provided? Yes _____ No _____

3. ITEMS INCLUDED IN RENTAL. The following items or services shall be included in the rental rate:

Sole possession of the designated space from (To Be Determined)

Tables to seat up to: TBD

Chairs for up to TBD

Folding tables for Renter provided food

Electricity for warming tables as needed (Not to exceed 20 Amps)

The standard Pontita music play list

Bluetooth password for customer provided music

Space and power for a customer provided band

Wait Staff (Number to be determined)

Pre and Post event assistance to the Renter

4. ITEMS EXCLUDED FROM RENTAL.

Any item or service not identified above is excluded from rental under this Agreement. These items include but are not limited to:

Wine (Unless package #1 is selected)	Table linen
Champagne or Sparkling wine (package #1)	Guestbook
Food	Photography
Cakes or Dessert	Beer and hard liquor
Stemware	Assistance with beer and hard liquor
Silverware, Plates or bowls	Band or Disc Jockey

5. RENTAL RATES AND FEES. Please indicate your choice by initialing the selected package. The Renter(s) agree to pay the following rental rates and fees:

Package #1 – Wine Included

a. Venue Rental Rate with wine included. The Renter(s) agree to reserve the venue at the rate of TBD (plus tax).

Deposit. A reservation deposit is required in advance to successfully reserve the venue. The reservation deposit is non-refundable.

Total Amount Due \$ TBD (plus tax)

Reservation Deposit: \$ TBD

Balance Due \$ TBD (Includes tax)

Initial to select above package_____ and to authorize Credit Card payment for the Deposit

The deposit is due upon acceptance of this agreement. The "Balance Due" is payable immediately if the date of the event is less than 45 days away. If the date is more than 45 days in the future, the amount is payable at any time up to the 45th day before the event. If Renter(s) fails to pay the Balance Due by the 45th day before the event, the reservation will be cancelled. The "Balance Due" amount excludes any applicable Overage Fees.

Package #2 – Wine not included

a. Venue Rental Rate. The Renter(s) agree to reserve the venue at the rate of TBD plus tax.

Deposit. A reservation deposit is required in advance to successfully reserve the venue. The reservation deposit is non-refundable.

Total Amount Due \$ TBD (plus tax)

Reservation Deposit: \$ TBD

Balance Due \$ TBD (Includes tax)

Initial to select above package_____ and to authorize Credit Card payment for the Deposit

The deposit is due upon acceptance of this agreement. The "Balance Due" is payable immediately if the date of the event is less than 45 days away. If the date is more than 45 days in the future, the amount is payable at any time up to the 45th day before the event. If Renter(s) fails to pay the Balance Due by the 45th day before the event, the reservation will be cancelled. The "Balance Due" amount excludes any applicable Overage Fees.

Overage Fees.

a. A \$100.00 fee will apply for every hour, the event extends past the agreed upon event end time. If you are having a great time, we will not run you out, but you have to stop buying wine at midnight.

b. Time extension is subject to the express approval and at Pontita's sole discretion, each additional hour is billed as a whole hour regardless of actual minutes used.

e. Storage Fees. Storage for the night prior to the event or same day prior to the time of the event are included in the venue rental rate.

f. Cleaning & Repair Fees. Additional charges may be made for actual or estimated exceptional repair or cleaning costs to restore the venue, grounds, equipment or other property to the same condition prior to Renter(s) use of the venue. Normal clean-up is included.

6. CANCELLATIONS. All cancellations must be made in writing and delivered to Pontita at least 45 calendar days prior to the Event Date. Email satisfies this requirement. There are no refunds for any deposit upon cancellation. Renter(s) is responsible for payment in full if event is cancelled within 45 days or less of the event.

Renter(s) recognizes that the foregoing cancellation policy is not intended to be punitive, but reflects Owner foregoing actual or potential business opportunities in reserving the venue for Renter(s) and diminished ability to rent the venue within 45 days or less prior to an event date.

Deposit Payment or in Case of Cancellation or Damage.

Credit Card Number:

The Card number will be held on file, and charged for the deposit as noted on page 4. The card will also be charged if the facility is damaged or if balance due not paid in full. Excluding payment of the deposit, customer will be notified before any charges are made. Notification may be by email. Credit Card information will be shredded when balance is paid in full.

Name on Card: _____

Number: _____

Exp Date: _____ Billing Zip Code _____ CVVV: _____

7. PAYMENTS. All payments due shall be made using credit card, cash, personal check or cashier's check. Personal checks shall be made payable to:

Pontita Vineyard and Winery LLC

11490 Rebecca Creek Road

Spring Branch, Texas 78070

Any insufficient funds personal check is subject to a \$50.00 returned check fee. The "Balance Due" must be paid at least 45 days prior to the Event Date.

8. SEVERABILITY. In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired.

10. MODIFICATION. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

11. OPPORTUNITY TO REVIEW. By executing this Agreement, the undersigned parties represent they have had an opportunity to review, including being presented with a copy of the agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed.

FOR OWNER:

Signature:

Printed Name: Patrick Clair

Date:

FOR RENTERS:

Signature:

Printed Name:

Date:

and/or

Signature:

Printed Name:

Date: