



## DelMonaco Winery & Vineyards

### Venue Rental Agreement

600 Lance Dr. Baxter, TN 38544

931-858-1177

www.delmonacowinery.com

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ to \_\_\_\_\_ Today's Date: \_\_\_\_\_

Event description: \_\_\_\_\_

Name of Group or Business: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ EXP \_\_\_\_\_ CVC \_\_\_\_\_

Total Event Charge \$ \_\_\_\_\_ (Due when the Rental Agreement is submitted.)

Today's payment including refundable Damage Deposit + 1/3 of Rental \_\_\_\_\_

1/3 Rental, Due by \_\_\_\_\_

1/3 Rental, Due by (two weeks prior to event) \_\_\_\_\_

I, \_\_\_\_\_ am responsible for the event held at The Bella Rooms on \_\_\_\_\_ (date). I will be present at this event, and may be contacted by the staff of The Bella Rooms in regards to any questions or concerns about this event.

Signature \_\_\_\_\_ Date \_\_\_\_\_

A credit card MUST be given for all events, whether you are using it for payment or not. No Charges made without prior notification. We accept American Express, Discover, MasterCard, Visa, cash and personal checks.

MINIMUM 2 HOUR RENTAL ON ANY ROOM OR AREA

**MUST INCLUDE SET-UP TIME & CLEANUPTIME**

Select all of the following rooms requested

The Grand Bella Room (up to 300guest) # of Hours \_\_\_\_\_ Exclusive rental of all rooms # of Hours \_\_\_\_\_

The Tuscany Room(up to 70 guest) # of Hours \_\_\_\_\_ Vineyard/Lawn Area # of Hours \_\_\_\_\_

The Champagne Room (up to 50 guest) # of Hours \_\_\_\_\_ Bordeaux Room (up to 20 guest) # of Hours \_\_\_\_\_

**Fee Schedule**

The fee for usage of the “Bella Rooms” is outlined on page 1. Prices will vary based on room needs, hours of the event, kitchen usage, equipment rental and other amenities needed for the event. A representative from the “Bella Rooms” will be available throughout all events. Fee includes set up of tables and chairs per usage.

**Deposit and Payment Method**

In order to secure reservations of The Bella Rooms, 1/3<sup>rd</sup> of the total room rental is required along with the Damage Deposit. The down payment is due when booking the event. The remainder of the contract agreement is due as noted on page 1. Any additional services will be due the day of your event. A credit card number, kept on file, is required at time of reservation to cover any additional services or damages incurred. The card will not be charged as long as payment is received in full within three working days after the event date. Damages that arise outside of normal wear and tear of equipment or furnishings (i.e. structural, carpet, furniture) and all costs associated with repairing and/or replacement of damaged item(s) will be the responsibility of the lessee.

**Insurance/Damages**

The insurance carried by DelMonaco Winery & Vineyards covers only DelMonaco Winery & Vineyards, not the renters of events held at the venue. You are responsible for your own insurance coverage of the event. You also agree to indemnify and hold harmless DelMonaco Winery & Vineyards, its agents and employees as a result of any damage or injury suffered by you, your guests, invitees, attendees, agents, servants, or employees, or caused by you while on the property. You further agree to indemnify and hold harmless DelMonaco Winery & Vineyards, its trustees, employees, agents, and servants, in the event they incur any liability whatsoever as a result of your acts or omissions while utilizing the property. You may also be interested in purchasing special event insurance which you can find at this website. [www.wedsafe.com](http://www.wedsafe.com) or your own agent.

***Tenn. Code Ann. § 43-39-103 Warning notice.***

*Under Tennessee law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location or by this agritourism professional 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 you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.*

YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE VENUE AND/OR GROUNDS INCURRED BY YOU OR YOUR GUESTS. VIOLATIONS OF ANY OF THE AFORESTATED RULES OR REGULATIONS MAY RESULT IN FORFEITURE OF DAMAGE DEPOSIT, AND PAYMENT FOR ANY ADDITIONAL COSTS OR DAMAGE IN EXCESS OF THE SECURITY DEPOSIT. RENTER IS RESPONSIBLE FOR ALL ATTORNEY'S FEES AND COSTS OF LITAGATION.

## **Cleaning**

Responsible lessee for each event must leave the rooms in a broom swept condition -- ALL DECORATIONS REMOVED, TRASH PLACED IN THE DUMPSTER, CHAIRS STACKED AND FLOORS SWEEPED. Trash containers with liners and sweeping materials will be provided. Excessive clean-up or extra hours by Bella Rooms Representatives will forfeit the refund of Damage Deposit.

## **Rescheduling of Events**

If the need to reschedule your event arises, we must be given a six (6) month notice in writing. The deposit used to hold your first event will be applied to the rescheduled date. To reschedule within six (6) months of the original event; a fee of \$200 may be applied. A new contract must be signed to hold the rescheduled event. All rescheduled events are subject to the current fees and terms and conditions.

## **Cancellations**

**NOTICE OF CANCELLATION MUST BE GIVEN IN WRITING 60 DAYS OR MORE PRIOR TO THE EVENT IN ORDER FOR THE \$250 DAMAGE DEPOSIT TO BE REFUNDED. ALL OTHER PAYMENTS MADE TO US WILL BE KEPT AS A PROCESSING FEE.**

*Regardless of the reason for cancellation, the rental deposit is non-refundable.* The renter is responsible for all attorney's fees and costs of litigation in any contract disputes.

## **Rehearsal/Meetings**

Any rehearsal or meetings, regarding your event, prior to your event, must be scheduled with the Bella Room representative. This will help avoid conflict with other events or meetings that might be going on. We do allow 1 hour (free of charge) for a rehearsal, granted there is no other event booked. They must be scheduled between our open hours of business, 10 a.m.-7 p.m., in order to be free of charge. Photo sessions should also be called in and approved.

## **Audio/Visual Equipment**

Bose system with corded microphone, projector and screen are available for rent if needed. Arrangements should be made in advance for your specific needs. You will need to provide a laptop or device to use with the projector. Should the audio/visual equipment become damaged while in use, you or your organization will be charged for all costs associated with repairing or replacing the equipment. Additional charges apply to items beyond the damage deposit.

## **Catering Services/Kitchen Usage**

Unless specifically requested, the "Bella Rooms" is not responsible for the arrangement or payment of the catering services associated with the event. Please notify an associate at the "Bella Rooms" of your choice for catering services. The "Bella Rooms" is not responsible for providing tablecloths/skirts, linens, place settings, or glassware unless arrangements are made prior to event.

Caterers must follow all rules posted in the kitchen. The kitchen must be cleaned and returned to the condition in which it was found prior to the event. The lessee will be assessed a cleaning fee if additional cleaning is necessary. The "Bella Rooms" is not responsible for any items left by caterers, decorators, florists, or other parties associated with the event. Conditions of the kitchen must be as they were before arrival.

## **Bars**

DelMonaco Winery & Vineyards assumes no responsibility for serving alcoholic beverages. Lessees must obtain their own bartender for booked events. It is the responsibility of the bartender to clean the bars after the use and dispose of all waste associated with the bar. You agree to comply with all county and state laws and regulations. Alcoholic beverages are the responsibility of the lessee. Any wines served must be purchased from DelMonaco Winery -- case discounts are available for all booked events. Any remaining alcohol must be removed from the premises upon the conclusion of the event. The sale of alcoholic beverages is prohibited.

## Decorations

Decorations for your event are welcome; however we ask that you please note the following rules:

No nailing, stapling, or gluing of decorations on walls, doorframes, flooring, or ceilings

Please use a 3M product with a non-permanent backing. These can be found at your local office supply store.

Nothing may be attached to the ceiling.

Decorations must be removed immediately after the event and within the contract time frame.

The Bella Rooms will not be held responsible for any items remaining after an event.

No glitter or confetti will be allowed inside The Bella Rooms. Damage Deposit will be forfeited if glitter or confetti is used.

Bubbles, birdseed, rice & sparklers are allowed outside of the building but must be placed in trash receptacle after use.

All candles and/or tea lights must be enclosed in glass (votives, hurricanes, etc.), placed a reasonable distance from anything flammable and situated to prevent wax from dripping. Clean up of wax residue will result in a \$100.00 cleaning fee. Fog machines are NOT allowed anywhere in the building. The use of them will set off the fire alarms. Silk petals are allowed inside the building **ONLY**. Damage Deposit will not be refunded if evidence of them are found outside.

## Guest under the age of 21

All guests under the age of 21 must be supervised at all times. Children are not to be left unattended at any time.

## Smoking Policy

The Bella Rooms is a "Smoke Free" environment. Smoking is permitted outside with the use of the receptacles provided.

## Concurrent Events/Functions

Please be aware that there may be other events occurring at the same time as your function. Lessees wishing exclusive use of the facility can reserve the entire building for a set fee. The Tasting Bar will always remain open throughout events.

## Photography

DelMonaco Winery & Vineyards' staff may take photographs during your event for marketing purposes only. If you wish for us not to take pictures, please let your Bella Rooms Representative know beforehand.

By receipt and review of this document, I agree to the above terms and conditions.

I, the undersigned, do hereby contract with DelMonaco Winery & Vineyards for the rental of the facility as outlined for my event. I have read and agree to everything as outlined in the accompanying 'VENUE RENTAL CONTRACT " which are incorporated by reference herein and become a part of this contract.

Signature of responsible party \_\_\_\_\_ Date: \_\_\_\_\_

**In order to assure guests of a well-organized and successful function, we ask that you please read over and observe all terms associated with the leasing of the "Bella Rooms" at DelMonaco Winery & Vineyards. If you have any questions regarding the outlined information, please do not hesitate to ask. We also ask that you share this information with all guests, vendors, caterers, musicians, etc. that are involved with your event. **You are responsible for their actions.****

## **LASTLY**

Every event is different, the General Policies, Rules, and Regulations cannot conceivably cover every possible scenario. If there is anything that is not covered expressly in this document, please know that The Bella Rooms at DelMonaco Winery & Vineyards reserves the right to determine necessary considerations or stipulations on an as-needed basis. Our sole effort is to insure the success of your event and safeguard the safety and experience of all our visitors.

***These general policies, rules and regulations are subject to change.***