

Hop Harvest & Vine Venue Rental Agreement

This Rental Agreement ("Agreement") is entered into between Hop Harvest & Vine, located at 2205 Silvernail Rd, Pewaukee, WI 53072, Phone: 1-262-232-8866, Email: joe@goodharvestmarket.com, Website: www.hopharvestvine.com ("Venue"), and the undersigned client ("Client")

Today's Date: _____

Client's Information:

Client's Name(s): _____

Phone Number: _____

Email: _____

Address: _____

1. Rental Details

1.1 Event Date and Type

Date of Event: _____

Type of Event: _____

1.2 Venue Space Choices and details – Pricing is available at:

https://www.goodharvestmarket.com/content/Rental%20Rates%20and%20Options_4.pdf

Available Rental Spaces' Details:

Dining Room:

- Tables, Chairs & Set-Up: Included for up to 50 people.
- Catering: Must be provided by Hop Harvest & Vine for up to 50 people.
- 25% of Food and Beverage bill will be credited against space rental. (Does not include individual purchases)
- Handicap Accessible: Yes.
- Heating & Air Conditioning: Yes.
- TV for Presentations: Available.
- Food and Drink Minimums: None.
- Outside Food and Drink: Not allowed, except for celebration cakes.
- Sales Tax: 5% Applicable.

Upstairs Mezzanine:

- Tables, Chairs & Set-Up: Included for up to 50 people.
- Catering: Must be provided by Hop Harvest & Vine for up to 50 people.
- 25% of Food and Beverage bill will be credited against space rental. (Does not include individual purchases)
- Includes outdoor terrace usage in warm weather.
- Handicap Accessible: No.
- Heating & Air Conditioning: Yes.
- Food and Drink Minimums: None.
- Outside Food and Drink: Not allowed, except for celebration cakes.
- Sales Tax: 5% Applicable.

Pavilion:

- Tables, Chairs & Set-Up: Included for up to 125 people.

- Outside Caterers: Allowed; Venue's kitchen is not available to caterers.
- 25% of Food and Beverage bill will be credited against space rental. (Does not include individual purchases)
- Handicap Accessible: Yes.
- Heating: Yes.
- Air Conditioning: No, but the client can rent one if desired with an outside rental firm. Must be removed by 10 am the day following the event.
- Outdoor Seating: Additional outdoor, uncovered seating for up to 20 people.
- TV for Presentations/photo shows: Not available yet but plans are for installation of a large screen TV by early 2024.
- Food and Drink Minimums: None.
- Outside Food and Drink: Not allowed, except for celebration cakes.
- Sales Tax: 5% Applicable.

Venue: Which space do you want to reserve –

- Dining Room (up to 50 people) _____
- Upstairs Mezzanine (up to 50 people) _____
- Pavilion (up to 125 people) _____

Additional Spaces/Items for Renters:

- "Point" for Wedding Ceremonies:
 - o \$250 to reserve. Includes chair set-up and removal, as well as a wedding arbor. _____
- Circular Patio: \$250 to reserve for exclusive use after 2 pm _____
- White 60"x102" Tablecloths: Available for rent at \$5 each _____
- Bridal Room with kitchen and bathrooms \$100 (included in all day rentals) _____
- Bose Pro Sound System & Microphone \$100 (included in all day rentals) _____
- Kids Play Area: \$250 to reserve for exclusive use after 2 pm _____

1.3 Desired Setup and Event Hours

- Setup Starting at: _____
- Event Starting at: _____
- Event Ending at: _____
- Clean-up Ending at: _____
- Total Hours: _____

1.4 Expected Number of Guests _____

2. Payment and Deposit

2.1 Rental Fee

The Client agrees to pay the rental fee for the use of the Venue as specified in the invoice provided by the Venue.

2.2 Deposit

A non-refundable date-hold deposit of 50% of the total rental fee is due upon booking to secure the date. The remaining balance of the rental fee and security deposit (if required) is due 30 days prior to the event.

2.3 Credit Card Authorization

The Client authorizes the Venue to charge the provided credit card for the date-hold deposit, or the client can pay in person; however, the rental isn't secured until payment and signed contract are received and approved by the venue agent. The remaining rental fee and balance due (payable 30 days prior to the event) can be paid by cash, check, or credit card.

2.4 Cancellation Policy

- All deposits are non-refundable unless the date, space, and staffing requirements can be rebooked. In this case, 25% of the total rental fee will be forfeited.
- Any repayment of deposits which are approved will be paid to Client within 30 days after the event date.

3. Venue Inclusions and Notes

3.1 Decor and Clean-Up

- All items must be removed at the end of the event unless arrangements have been made with management.
- Any type of decor is allowed with the exception of latex balloons, glitter, confetti, rice, or anything that may damage the facility.
- Clean-up by Hop Harvest & Vine staff (if necessary) is an additional \$100 charge.

3.2 Event Timing

- Last drink call on Friday and Saturday is 10:00 pm, Wednesday and Thursday 9:00 pm, as negotiated on Sun-Tues
- All guests must be out by 11 pm on Friday and Saturdays and 10 pm on Wednesdays and Thursdays.
- There will be an additional \$200 charge if guests haven't left by:
 - o 11:00 pm (Fridays and Saturdays)
 - o 10:00 pm (Wednesdays and Thursdays)
 - o As negotiated on Sun-Tues
- Sunday, Monday & Tuesday, party hours and vacancy hours are negotiated (kitchen normally closes at 2 pm).
- Vehicles left overnight must be picked up by 10:00 am the next day.

3.3 Guest Behavior

- Owners & staff reserve the right to remove any guest for displaying inappropriate behavior.
- We are a smoke-free facility.
- Absolutely no alcohol is allowed to be brought into the venue, including parking lots.
- Our pavilion is dog-friendly; however, all dogs must be kept on a leash, out of the main building (unless a certified service dog) and cleaned up after as necessary.
- Underage guests are not allowed to drink alcoholic beverages on our premises.
- All guests who appear 40 or under will be carded.

3.4 Catering and Vendors

- All outside caterers must be approved by Hop Harvest & Vine.
- Client's caterer must perform all activities related to food preparation, presentation, serving, clean-up, and disposal of related garbage, and may not use the Hop kitchen.
- All vendors (florists, bakers, caterers, musicians, photographers, wedding coordinators, rental company, etc.) must adhere to our terms and policies. It is your responsibility to share these guidelines with them.
- All Hop Harvest & Vine Catering orders will be subject to 5% sales tax and a 20% service charge.

3.5 Compliance with Laws and Regulations

- Client will adhere to all City of Waukesha noise ordinances.
- All beverages must be provided by Hop Harvest & Vine, and per Wisconsin law, outside beverages are not allowed and will be confiscated.

- Party favors may not contain alcoholic beverages.

4. Additional Staffing Charges and Safety Measures

4.1 For events such as weddings, parties, and other gatherings with up to 125 people, the Venue will always require a minimum of two staff members on-site. This is essential for the safety and well-being of our customers, our staff, and the integrity of our premises.

4.2 A staffing charge of \$25 per hour will apply for the first staff member, and if the bar is open during the event, there will be no additional charge for the second staff member, as revenue will be generated from beer and wine sales. This staffing charge begins when guests arrive and continues until the venue is vacated.

4.3 However, once the bar is closed, an additional staffing charge of \$25 per hour will apply for the second staff member, maintaining the safety and smooth operation of the event. This staffing charge continues until the venue is vacated.

4.4 Please note that for larger groups exceeding 125 people, additional staffing needs may apply, and charges will be assessed accordingly.

5. Damage and Liability

5.1 Client's Responsibility for Damage

The Client acknowledges responsibility for any damage to the Venue or its property, including but not limited to, furniture, fixtures, equipment, and decor, caused by the Client, their guests, vendors, or any third parties involved in the event.

5.2 Security Deposit

A refundable security deposit for all evening and full-day rentals of \$200 is required and must be submitted to the Venue at least 30 days prior to the event. This security deposit will be held by the Venue throughout the event and may be used to cover any cleaning, repair, or replacement costs for damages incurred during the event.

5.3 Damage Assessment

- The Venue reserves the right to assess and determine the extent of any damage to its property.
- In the event of damage, the Venue will provide the Client with an itemized list of damages and associated repair or replacement costs within 30 days after the event.

5.4 Use of Security Deposit

- If damages are assessed, the Venue will deduct the repair or replacement costs from the security deposit.
- If cleaning is necessary, a \$100 labor cost will be deducted from the security deposit.
- If the repair or replacement costs exceed the security deposit amount, the Client agrees to cover the remaining balance within 30 days after receiving the itemized list of damages.

5.5 Return of Security Deposit

If no damages are assessed, or if the repair or replacement costs are less than the security deposit amount, the remaining security deposit will be refunded to the Client within 30 days after the event.

5.6 Insurance Coverage

- The Client is encouraged to obtain event insurance to cover any potential liability for damages.
- All Day renters and caterers must supply an insurance policy showing coverage for damages at the event.
- The Venue is not responsible for any loss or damage to personal property belonging to the Client, guests, or vendors.

5.7 Venue Liability

The Venue shall not be liable for any injuries, accidents, or damages incurred by the Client, guests, or vendors during the event, including those related to the use of the Venue's facilities, equipment, or services.

5.8 Indemnification

The Client agrees to indemnify and hold the Venue, its owners, employees, and affiliates harmless from any claims, damages, liabilities, costs, or expenses arising out of or related to the Client's event, including but not limited to, personal injuries, property damage, or disputes with vendors or guests.

5.9 Venue's Right to Terminate

In the event of significant damage to the Venue or repeated violations of this Agreement, the Venue reserves the right to terminate the event immediately without refund and to seek legal remedies for damages.

6. Force Majeure

6.1 In the event that the Client is unable to hold the event due to unforeseen circumstances beyond their control, such as natural disasters, government-imposed restrictions, or other force majeure events, the Venue and Client shall work together to reschedule the event for a mutually agreeable date. The Venue will make reasonable efforts to accommodate such rescheduling without additional charges. If rescheduling is not possible, the Venue shall retain the non-refundable date-hold deposit, and no further fees or penalties will be imposed on the Client.

7. Dispute Resolution

7.1 Any disputes or disagreements arising from this Agreement or the event shall be resolved through good-faith negotiations between the Client and the Venue.

7.2 In the event that negotiations fail to resolve the dispute, both parties agree to engage in mediation or arbitration with a neutral third party, mutually agreed upon, in accordance with the rules and procedures of the American Arbitration Association.

7.3 The decision reached through mediation or arbitration shall be binding on both parties, and any resulting costs shall be borne equally unless otherwise determined by the mediator or arbitrator.

Client's & Venue's Acknowledgment and Agreement

By signing below, the Client acknowledges that they have read and understood the terms and conditions of this Venue Rental Agreement and agree to be bound by them.

Client's Name: _____

Client's Signature: _____

Date: _____

Venue Representative's Name: _____

Venue Representative's Signature: _____

Date: _____

For questions or concerns, please contact joe@goodharvestmarket.com or text 1-262-470-2511.