



## EVENT CONTRACT

EVENT DATE: \_\_\_\_\_

EVENT START TIME: \_\_\_\_\_

EVENT END TIME: \_\_\_\_\_

EVENT NAME: \_\_\_\_\_

SAPPHIRE CREEK VENUE[S] RENTED: \_\_\_\_\_

\_\_\_\_\_

NUMBER OF GUESTS: \_\_\_\_\_

CLIENT[S] NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_

SECONDARY PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

This Event Contract [hereinafter the "Agreement", including any and all attachments, is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Hungry Bee at Sapphire Creek, LLC. ["Sapphire Creek"] and \_\_\_\_\_ [hereinafter generally referred to as "Client"]. The Client wishes to rent the Sapphire Creek venue[s] set forth above for the date and time listed above [hereinafter referred to as the "Event"]. Therefore, the parties agree as follows:

## **I. VENUE RENTAL FEES AND CANCELLATIONS**

### **A. VENUE RENTAL FEES**

1. **FACILITY FEE:** The rental fee for the venue listed in paragraph I[A][2], includes the following: use of the venue[s] rented for the allotted time period; banquet tables, banquet chairs, all pre-event consultations, one catering tasting [for weddings only], appropriate tableware, glassware and cutlery.
2. **NON-REFUNDABLE DEPOSIT:** The rental fee for the venue[s] of Sapphire Creek for the date and time listed herein is: \_\_\_\_\_ plus applicable state sales tax of [6.75% of venue fee] \_\_\_\_\_ for a total facility rental fee of \$ \_\_\_\_\_ [hereinafter the "Facility Rental Fee"]. Client agrees to pay a **non-refundable and non-transferable** deposit in the amount of One Half of the Facility Rental Fee at the time of the execution of this Agreement **PLUS** \$1,000 as a catering deposit. These non-refundable deposits are required to reserve the date and time of the venue[s] listed above. **See the attached Schedule A for the remaining payment schedule.**
3. **DAMAGE DEPOSIT:** Client agrees to pay Sapphire Creek the **refundable** sum of One Thousand Dollars and 00/100 [\$1,000.00] three months prior to the Event date. This damage deposit will be returned to Client approximately two weeks after the Event once the property is inspected and no damage from the Event is found and no other issues preventing the return of the deposit [as set forth herein] have occurred.

### **B. DATE CHANGES AND CANCELLATIONS:**

1. **DATE CHANGE:** In the event Client is forced to or wishes to change the date of the Event, every effort will be made by Sapphire Creek to transfer reservations to support the new date. If such date change cannot be accommodated, **Client agrees that this is an effective cancellation of the Event and that the deposit given at the time this Agreement was made pursuant to paragraph I[A][1] herein are NON-REFUNDABLE.** Additionally, Client expressly acknowledges and agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferrable are the sole responsibility of Client.

2. **CANCELLATION BY CLIENT:** In the event of a cancellation, the deposit provided pursuant to paragraph A[1] herein at the time this Agreement was made is **NON-REFUNDABLE AND NON-TRANSFERRABLE**.
3. **CANCELLATION BY SAPPHIRE CREEK:** Sapphire Creek expressly reserves the right to terminate this Agreement in its sole and exclusive discretion in the following circumstances: [a] in the event that Client fails to timely remit payment in accordance with the payment terms set forth herein; [b] if Client fails or refuses to communicate and/or reasonably cooperate with Sapphire Creek; [c] if Client acts uncooperative and difficult in the planning process. If Sapphire Creek terminates this Agreement, all deposits and prepayments will be returned to Client less an administrative fee of Two Hundred Dollars and 00/100 [\$200.00] plus any additional amounts that Sapphire Creek has expended in connection with this Agreement up to the date of cancellation, including purchase of food and/or supplies and/or equipment, rentals and/or preparation and/or planning time. In the event Sapphire Creek terminates this Agreement, the liability of Sapphire Creek to Client will be expressly limited to the amounts paid by Client to Sapphire Creek prior to the termination of the Agreement.

**C. OTHER VENUE RELATED FEES:**

1. **STAFFING CHARGES:** Sapphire Creek will provide support staff as needed for each event including this Event including one [1] Event Coordinator, Support Staff [in a number to be determined by Sapphire Creek to ensure superior service to the Client based upon the size and length of the Event which time will also include a minimum of two hours set up for four support staff and two hours break down for four support staff] and Bartender[s] and other Support Staff as required for the Event. These staffing charges are contained in the Catering Proposal, which is attached hereto as Schedule C.
2. **PRIVATE SECURITY:** Sapphire Creek will provide private security at the cost of \$50.00 per security officer per hour for all events where one hundred [100] or more guests are expected. Multiple security officers may be required depending upon the size and length of the Event.
3. **VALET:** Optional valet services, at an additional cost, are available should Client so desire.
4. **TENT:** A tent is available to tent a portion of the Great Lawn upon request with proper advance notice. The tent set/up is an additional fee.
5. **CEREMONY CHAIRS AND LINENS:** Client will select ceremony chairs and linens from a Sapphire Creek preferred vendor. These costs will then be billed by Sapphire Creek to Client.
6. **DISPOSAL FEE:** Client will be charged a disposal fee for any and all items left behind after an event that require disposal such as décor, signage and other related items.
7. **ADMINISTRATIVE FEE, SERVICE CHARGE & SALES TAX:** All events, including this Event, will be subject to an eighteen percent [18%] service charge on the total of food, beverages and staffing. An administrative fee of Ten

Percent [10%] will be assessed on the food and beverage totals. State sales tax of 6.75% will be assessed on food, beverages and the facility fee.

## II. FOOD AND CATERING

### A. FOOD

1. Our catering options are set forth in our Catering Options document. Once Client finalizes Client's catering menu, that menu and the estimated pricing contained therein, will be attached hereto as Attachment C and incorporated into this Agreement [hereinafter referred to as "Client Catering Proposal"].
2. NO outside food may be brought into or served at the Event without the specific written consent of Sapphire Creek. In the event that outside food is brought into the Event, Sapphire Creek assumes no liability to Client and/or Client's guests, assigns, employees, invitees etc. for any claims arising from the consumption of such items.
3. Any alteration or deviation requested with respect to Client's Catering Proposal [see Schedule C, herein] must be accompanied by a written change order, signed by the Client.
4. The Catering Fee includes the total of food, beverages and bar package and service fees. The Catering Fee also includes one [1] tasting for four guests for weddings [additional guest will be \$25.00 per guest]. If an additional tasting is requested by Client, that will be charged at the rate of \$50.00 per person.

### B. BEVERAGES

1. **NO OUTSIDE BEVERAGES:** Client may not bring in any beverages, whether alcoholic or non-alcoholic, for the Event. All beverages must be purchased from Sapphire Creek pursuant to this Agreement. Bringing in outside alcohol by Client and/or any of Client's guests and/or invitees, will result in the forfeiture of Client's security deposit.
2. **BAR PACKAGE:** The Bar package options are attached hereto as Schedule B. All alcohol prices will be charged at the per person rate set forth in Schedule B depending upon the option chosen. No additional tipping is required and no tip jar will be displayed. In the event of a "dry" event where no alcohol will be served, an upcharge to the facility fee will be assessed.
3. There will be a "no shot" policy enforced at the bar for all weddings.
4. A cash bar option is not available for weddings.
5. "Last call" for the bar will be announced thirty [30] minutes prior to the Event conclusion. There will be no beverages permitted outside twenty [20] minutes prior to the Event conclusion.

### III. TERMS AND CONDITIONS

#### A. UNFORSEEN EVENTS, ACTS OF GOD, NON-LIABILITY

1. **ACTS OF GOD ETC:** Client agrees that it will not hold Sapphire Creek Winery & Gardens, LLC and/or Hungry Bee at Sapphire Creek, LLC and/or Dangelo, Ltd. [herein the “Entities”] or the Entities’ employees, agents or assigns, responsible or liable in any way for failure to perform under this Agreement due to emergencies, labor disputes, strikes, accident, government regulation, unavailability of food and/or beverage, riot, national emergency, catastrophes or interruption of public utilities and/or other such causes whether or not listed herein which are beyond the reasonable control of Sapphire Creek. In the event of non-performance of this Agreement for any of the reasons set forth in this paragraph, Client shall be entitled to a complete refund of Client’s deposit and there shall be no further liability by and between the parties. If an Act of God occurs preventing the Event from taking place or taking place as scheduled and/or planned, Sapphire Creek will allow the Event to be rescheduled, pending availability, with no penalty. Cancellations of the Event by the Client due to inclement weather will not be eligible for a refund or reschedule without penalty and will be deemed a cancellation as set forth in this Agreement.
2. **NO LIABILITY FOR PERSONAL INJURY:** Client agrees Client will not hold Sapphire Creek Winery & Gardens, LLC and/or Hungry Bee at Sapphire Creek, LLC and/or Dangelo, Ltd. or any of the employees, agents, volunteers, and/or assigns of the aforementioned entities, liable for any personal injury, illness or property damage or theft resulting from the use of any facility and/or venue of Sapphire Creek.
3. **LIMITATION OF LIABILITY:** The liability of Sapphire Creek Winery & Gardens, LLC. And/or Hungry Bee at Sapphire Creek, LLC. and/or Dangelo, Ltd. To Client and/or Client’s guests, vendors, assigns and/or employees, whether in tort [including but not limited to negligence or strict liability], contract or otherwise, is limited to an amount equal to the amount paid and/or owed to Sapphire Creek by Client under this Agreement. In no event shall Sapphire Creek be liable for any punitive, incidental and/or consequential damages of any nature and/or kind.
4. **NO LIABILITY FOR DAMAGE:** Sapphire Creek will use its best efforts to ensure that all of your supplies, personal property, equipment and other values are cared for. However, Sapphire Creek assumes no liability for any damage to or loss of any merchandise, personal property, equipment, furniture, clothing and/or any valuables of any kind prior to, during or after the Event.

#### B. OHIO BEVERAGE AND DRUG LAWS AND POSSESSION OF FIREARMS

1. The laws of the State of Ohio regarding consumption of alcohol, including the laws regarding the under-age consumption of alcohol, will be adhered to and strictly enforced. Sapphire Creek expressly reserves the right to refuse service to any guest who cannot present proper identification or who is deemed intoxicated.

2. The taking and/or distribution of illegal drugs and/or substances and/or paraphernalia on the premises of Sapphire Creek will not be tolerated and violators will be asked to leave the Premises and/or Sapphire Creek will contact law enforcement.
3. In accordance with the laws of the State of Ohio, neither the Client nor the Client's invitees, independent contractors, employees and /or anyone under the Client's control, shall possess a firearm while on the Premises unless it is a law enforcement officer or other officer, agent or employee of the United States who is authorized to carry a firearm and is acting within the scope of the officer's, agent's or employee's duties.

**C. NON-SMOKING FACILITY** - Smoking is strictly prohibited in at Sapphire Creek except for the designated smoking area which is on the west side of the front entrance. **THIS IS THE ONLY AREA WHERE SMOKING IS ALLOWED.** Receptacles are provided in this designated smoking area. A \$250.00 cigarette butt clean-up fee will be assessed to Client for any clean-up required in non-smoking areas.

**D. SOUND MONITORING** – Sapphire Creek reserves the right to require Client and/or Client's guests, agents, or assigns, to cease using any music deemed inappropriate and also expressly reserves the right to reduce the volume at any time.

**E. VENDORS** - Client is responsible for providing Sapphire Creek with a list of vendors that Client has contracted with for the Event, including contact information for each such vendor. Furthermore, all vendors must have a certificate of liability insurance naming Sapphire Creek Winery & Gardens, LLC and Hungry Bee at Sapphire Creek, LLC as additional insureds.

**F. PHOTOGRAPHERS:** Client shall provide the name and contact information of any and all photographers retained for the Event to Sapphire Creek.

**G. OUTSIDE VENUE[S]** – Client acknowledges and agrees that if this Agreement contains an agreement to rent a venue of Sapphire Creek that is outside and/or partially outside, Sapphire Creek cannot in any way guarantee the weather and/or weather conditions and/or condition[s] of the venue. Renting a Sapphire Creek venue that is completely or partially outdoors contains the risk of inclement weather, which risk is hereby expressly assumed by Client. Indoor, back-up facilities and rain dates are not available. Inclement weather and/or the threat or forecast of inclement weather is not grounds for cancellation of the Event.

**H. GUARANTEED FINAL GUEST COUNT:** Client must submit a guaranteed guest count in writing and/or by email to [events@sapphire-creek.com](mailto:events@sapphire-creek.com) thirty [30] days prior to the Event. If the Final Guest Count is increased by Client within thirty [30]



days of the Event, Sapphire Creek will make every effort to accommodate this increase but additional charges to Client may apply. If Client's actual guest count is greater than your Guaranteed Final Count, Client will be charged a proportionate charge.

- I. **CATERING/MENU COST:** All menu prices, contained in Schedule C herein, are subject to change within fourteen [14] days of the Event. Client will be notified if there is a drastic increase in the cost of a menu item. In that circumstance, Client may either [i] agree to the new menu cost; or [ii] agree to a substitute menu item.
- J. **WEDDING REHEARSAL:** The venue will be available only on the Thursday prior to the wedding date for a rehearsal of the wedding.
- K. **GENERALLY-** The following is a list of rules, regulations and terms to be upheld by Client, which includes, all invitees, employees, independent contractors, assigns, vendors, and any person or entity under the direction or control of Client, who are involved in the planning and execution of the Event herein:
  - 1. **NO DÉCOR ATTACHED TO FIXTURES OR FURNISHINGS:** In order to prevent damage to the fixtures and furnishings, banners or display items may not be affixed to any stationary wall, floor, window or ceiling with nails, staples, tape or any other substance. Client acknowledges and agrees that Client will be responsible for any damage to the facility or any part of the Premise for any violation of this prohibition whether such violation was by Client and/or Client's invitees, employees, independent contractors, or others under Client's control. Any decorations complying with this Agreement, must be removed by Client at the conclusion of the Event.
  - 2. **BIRDSEED, ROSE PETALS, BALLOONS, ETC.:** The use of birdseed, rose petals and/or bubbles at an Event must be approved prior to the Event in writing by Sapphire Creek. An appropriate clean up fee may be assessed.
  - 3. **NO GLITTER, CONFETTI ETC:** NO glitter and/or confetti and/or any other substance similar in nature shall be used at any Event in any fashion.
  - 4. **BREAKAGE AND DAMAGE:** Client is responsible for any breakage of supplied items and/or any and all damage to the contents, physical structure and/or gardens or outside area[s] of Sapphire Creek. Sapphire Creek is not responsible for damage and/or loss of items of Client and/or Client's invitees, employees, independent contractors and/or anyone under Client's control including but not limited to, gifts, card box, favors, candles, toasting flutes, guestbook, decorations, cake knife, cake toppers, equipment, and/or personal items of any nature or kind whether or not listed herein.
  - 5. **NO FIREWORKS, SPARKLERS ETC-** The use of any type of fireworks and/or sparklers or any type of flammable material and/or product is strictly prohibited.

- 6. SPECIAL TENT RENTAL:** Any and all tent rentals by Client must be approved in writing by Sapphire Creek at least ten [10] days prior to the Event.
- 7. EVENT STARTING/ENDING TIME:** If Client has reserved the entire winery for Client's Event, Client will have access to the Winery beginning at 10:00a.m. the morning of the Event. The Event ending time is set forth herein, but in no case will go beyond midnight. Client must strictly adhere to the Event ending time specified herein to allow for clean-up of the facility and closure.
- 8. USE OF CANDLES:** The use of candles must be approved in writing by Sapphire Creek ten [10] days prior to the event and if candles are to be lit, a protective base must be provided for each candle.
- 9. PLACEMENT:** Placement of tables, tents, live music etc. must be approved by Sapphire Creek.
- 10. SUPERVISION OF CHILDREN:** Children are not permitted to wander the grounds unsupervised and must, at all times, be under the supervision of a responsible adult.
- 11. NO PETS:** No pets are permitted on the Premises and/or in the facility of Sapphire Creek.
- 12. STATE OF THE FACILITY AND GARDENS:** The buildings and gardens comprising Sapphire Creek Winery are intentionally in a state of constant change and various features and/or additions and/or deletions to the building[s] and outdoor spaces may occur from the point of signing this agreement to the date of the Event contemplated herein. Client acknowledges and agrees that changes to the building[s] and outdoor spaces may occur.
- 13. CONDUCT:** Client, Client's guests, invitees, vendors, employee and assigns shall use the Premises in a considerate manner at all times. Conduct deemed disorderly, at the sole discretion of Sapphire Creek staff, shall be grounds for immediate expulsion from the Premises and, if deemed necessary in the sole discretion of the staff of Sapphire Creek, the entire Event will be ended. In such cases, NO REFUND of the Event costs shall be made and Sapphire Creek will incur no liability to Client for any costs Client may sustain as the result of the Event ending early. Client hereby agrees and acknowledges that Client has read the Code of Conduct [attached hereto as Schedule E].
- L. ENTIRE AGREEMENT AND NON-ASSIGNABILITY:** This Agreement [including Attachments A and B] contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Client may not assign Client's interest under this Agreement without the written approval of Sapphire Creek.
- M. AMENDMENT:** This Agreement may be modified or amended if the amendment or modification is made in writing and signed by both parties.



- N. SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.
- O. WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- P. LIMITATION OF LIABILITY:** No action, regardless of form, arising out of this Agreement, shall be brought by Client more than one year after Sapphire Creek's completion of this Agreement. Sapphire Creek's liability under this Agreement, whether in tort [including, but not limited to, negligence, or strict liability], contract, or otherwise, is limited to an amount equal to the amount paid to or owed to Sapphire Creek by Client pursuant to this Agreement. In no event, shall Sapphire Creek be liable for any punitive, incidental or consequential damages.
- Q. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Ohio. All litigation commenced with respect to this Agreement shall be brought in the courts located in Geauga County, Ohio.
- R. COST OF COLLECTION:** Should Sapphire Creek institute any action for the enforcement and/or collection of any amount due to Sapphire Creek under this Agreement, Client agrees to pay any and all such costs and expenses, including but not limited to, reasonable attorneys' fees.

**By signing below, Client acknowledges and agrees that Client has read and understood the terms of this Agreement.**

**SUBMITTED BY:**

**HUNGRY BEE AT SAPPHIRE CREEK, LLC**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**ACCEPTED BY:**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Printed Name**

**SCHEDULE A  
FEE PAYMENT SCHEDULE**  
**[Catering Fee is the total of food, beverages, bar and service fees]**

Due upon signing this Agreement:

**NON-REFUNDABLE FACILITY Deposit \$** \_\_\_\_\_

**NON-REFUNDABLE CATERING FEE DEPOSIT: \$1,000.00**

DATE: \_\_\_\_\_

**Six months prior to Event Date 25% of Catering Fee total due \$** \_\_\_\_\_

DATE: \_\_\_\_\_

**Three months prior to Event Date 50% of Catering Fee AND remainder of Facility Fee due \$** \_\_\_\_\_

DATE: \_\_\_\_\_

Three months prior to Event date:

**REFUNDABLE DAMAGE WAIVER CHECK IN THE AMOUNT OF \$500:** \_\_\_\_\_

Date: \_\_\_\_\_

**Thirty days prior to Event Date Balance due \$** \_\_\_\_\_

Client agrees that any additional charges incurred by Client during the Event will be charged to Client's credit card, as provided below. Sapphire Creek will provide an itemized detail of these charges to Client within ten [10] of the conclusion of the Event.

**FAILURE TO ADHERE TO THIS PAYMENT SCHEDULE VOIDS THIS AGREEMENT AND YOUR RESERVATION OF YOUR DATE AND TIME HEREIN.**

**SAPPHIRE CREEK WILL MAKE EVERY EFFORT TO REMIND YOU OF YOUR BALANCE DUE, HOWEVER, IT IS CLIENT'S SOLE RESPONSIBILITY TO REMIT THE BALANCE DUE WHEN REQUIRED.**

**I HAVE READ THE ABOVE AND AGREE TO THE SCHEDULE AND TERMS:**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

**PAYMENT INFORMATION FOR ADDITIONAL CHARGES:**

**CIRCLE ONE:**      VISA      M/C      AMEX      DISCOVER

**NAME ON CARD:** \_\_\_\_\_

**CARD NUMBER:** \_\_\_\_\_

**EXP DATE:** \_\_\_\_\_ **SECURITY CODE:** \_\_\_\_\_

**BILLING ADDRESS:** \_\_\_\_\_

Street name

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip

**CLIENT HEREBY AUTHORIZES SAPPHIRE CREEK TO CHARGE THE ABOVE CREDIT CARD FOR ANY AND ALL UNPAID BALANCES INCLUDING EXCESS BEVERAGE COSTS, EXCESS GUEST COUNT AND/OR DAMAGE ETC. DUE AND OWING SAPPHIRE CREEK FROM CLIENT AS A RESULT OF THIS AGREEMENT. CLIENT ALSO AGREES TO PAY A 3% SURCHARGE ON THE TOTAL AMOUNT BILLED TO CLIENT'S CREDIT CARD. CLIENT WILL RECEIVE A RECEIPT AND BREAKDOWN OF ANY FEES CHARGED.**

**I certify that I am an authorized user of the above credit card and that I will not dispute the payment with my credit card company so long as the transaction corresponds to the terms indicated on this form.**

\_\_\_\_\_  
**Client Signature above**

\_\_\_\_\_  
**Date**

**Printed Name:** \_\_\_\_\_



## SCHEDULE B

### BEVERAGE PACKAGES

Standard Tier Bar	Top-Tier Bar	Beer & Wine Bar
Sapphire Creek wines; Beer [choice of 2 domestic and 1 import]*	Sapphire Creek wines; Beer (choice of 2 domestic and 1 import)*	Sapphire Creek wines; and a choice of 2 domestic and 1 import beer*
Standard Mixers, Garnishes, Non-alcoholic beverages Included	Top Tier Garnish & Non-alcoholic beverages included	
Smirnoff Vodka,	Ketel One,	
Cruzan Rum,	Bacardi Rum,	
Jim Beam Bourbon,	Makers Mark Bourbon,	
Dewars Scotch, Jack Daniels Whiskey	Johnny Walker Red Scotch, Crown Royal	
Beefeater Gin, Sauza Silver	Tanqueray Gin, Patron Silver	Non-alcoholic beverages
5 Hours \$45.00	5 Hours \$55.00	5 Hours \$37.50
4 Hours (minimum) \$36.00	4 Hours (minimum) \$45.00	4 Hours (minimum) \$30.00

**\*Sapphire Creek wines include:** Pinot Grigio, Chardonnay, Rose, Pinot Noir, Proprietary Red Blend and Cabernet Sauvignon. **Beer choices include:** Domestic: Miller Lite, Great Lakes Dortmund, Budweiser, Yuengling. Import choices include: Labatt, Stella Artois, Hoegaarden.

**Non-alcoholic Bar Package includes:** Coke, Diet Coke, Sprite, Tonic Water, Club Soda, Ginger-ale, Cranberry Juice and Lemonade; Coffee station.

#### Specialty Drink & Cocktail

Signature/Custom Drinks ~ \$6.00 - Standard Tier/\$8.50 - Top Tier - per guest

\*Price determined by ingredient & preparation

#### Sparkling Wine

Sparkling Wine Toast - \$5.00 per guest

Sparkling Wine Greet - \$10.00 per guest

Addition of sparkling wine to any beverage package - \$7.00 per guest

Wine service at dinner is \$44/table (includes 2 bottles of Sapphire Creek wine per table)

***Last Call announced 30 minutes prior to event conclusion. No beverages permitted outside 20 minutes prior to event conclusion.***

***Sapphire Creek has the right to cut off any patron from alcoholic consumption at its discretion.***

***Sapphire Creek adheres to all state laws in regards to consumption of alcohol. Underage consumption is not permitted on Sapphire Creek Property.***



## SCHEDULE C CATERING AND BEVERAGE PROPOSAL

**THE FINAL CATERING MENU, ONCE DECIDED UPON BY CLIENT, WILL BE ATTACHED HERETO AND INCORPORATED HEREIN AS PART OF THIS AGREEMENT.**

The catering menu will include beverages, food, plating, and staff as necessary.

As stated in this Agreement, Sapphire Creek will provide the following:

Support staff as needed for each event, including this Event, as follows:

- One Event Coordinator for the day of the Event at the flat rate of \$500.00 per day.
- Support Staff at the rate of \$30.00 per hour [excluding overtime] [in a number to be determined by Sapphire Creek to ensure superior service to the Client based upon the size and length of the Event]
- Bartender[s] at the rate of \$40.00 per hour [excluding overtime] [in a number to be determined by Sapphire Creek to ensure superior service to the Client based upon the size and length of the Event].
- Security Officer[s] at the rate of \$50.00 per hour [excluding overtime] [in a number to be determined by Sapphire Creek to ensure superior service to the Client based upon the size and length of the Event].

These staffing charges will be contained in the Catering Proposal, which will be incorporated herein once finalized.

## **SCHEDULE E**

### **SAPPHIRE CREEK CODE OF CONDUCT MEMO**

Sapphire Creek Winery & Gardens is committed to providing a safe, comfortable and enjoyable experience for all guests, both in the venue and in our parking lots. We are committed to exceeding our guests' expectations and providing the highest level of guest service. To help us fulfill this commitment, we ask you to join us in making your experience the best possible. Please understand that there is appropriate behavior for the circumstances of each different event. We ask that...

- Guests shall be respectful of all other guests, staff, management, vendors, property, building, and grounds.
- Guests shall not act in an unruly or disruptive manner and shall not interfere with other guests' enjoyment of the event.
- Guests who drink alcoholic beverages shall do so in a responsible manner. No outside alcohol or drugs are permitted on the property of Sapphire Creek Winery & Gardens. Firearms are prohibited as well.
- Outside alcohol will be confiscated immediately and illegal drugs will be reported to the Bainbridge Police Department.
- Guests shall smoke only in the designated area [which is on the west side of the front entrance]. Receptacles for butts are placed there.
- Guests shall refrain from using offensive language, making obscene gestures, throwing objects and possessing prohibited or illegal items.

For the safety and convenience of all guests, every person and vehicle on premises is subject to search at the venue by a uniformed Bainbridge Police Officer if there is suspicious activity on site.

Any item or property that could affect the safety of the venue, its occupants or its property shall not be permitted into the venue. Sapphire Creek reserves the right to prohibit or require removal of any items or persons at their sole and absolute discretion. Any person that could affect the safety of the venue, its occupants or its property shall be denied entry or escorted off the premises.

Conduct deemed by Sapphire Creek Winery & Gardens to be inappropriate to the peace and good order of events or which may adversely affect the safety of persons or property will be immediately addressed by our management staff. Clients are responsible for their conduct as well as the conduct of their guests and/or persons attending their event. Event patrons and guests who violate the code of conduct will be subject to ejection and/or the forfeiture of the clients' security deposit.

Sapphire Creek Winery & Gardens appreciates your assistance with the provisions of our Guest Code of Conduct.