

Brave Horse Winery, LLC (BH Winery)  
Property Use and Rental Agreement  
Property Address: 10437 Alta Mesa Road Wilton, CA 95693  
(916)397-4990

Parties to this Agreement:

BH Winery and \_\_\_\_\_  
(Bride and Groom's Names)

**Event Host:** (Bride and Groom) (Hereinafter, referred to as Host).

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Inclusive dates/times of event:**

From \_\_\_\_\_ @ \_\_\_\_\_ To: \_\_\_\_\_ @ \_\_\_\_\_  
Date/Time of Ceremony: \_\_\_\_\_  
Date/Time of Rehearsal: \_\_\_\_\_

**Rental Fee:** \$4,000.00      **Deposit:** \$ 500.00      **Total Cost:** \$4,500.00  
*Fee includes tables, lighting, porta potty, and staging items.*

Date Deposit Paid: \_\_\_\_\_ Date Final Payment Paid: \_\_\_\_\_

- Please make checks payable to: Brave Horse Winery, LLC
- Deposit to be paid at time of booking, balance is due and payable 30 days prior to event.
- The entire rental fee will not be refunded if event is cancelled within 1 months of specified event date.
- There will also be a refundable deposit of \$500.

**Wedding Information:**

Name and number of coordinator (if applicable):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Approximate number of guests to be in attendance: \_\_\_\_\_ (No more than 150)

Colors/Theme: (if known) \_\_\_\_\_  
\_\_\_\_\_

Standing use regulations for the area are:

- \$1 million insurance policy rider is to be provided to BH Winery 30 days prior to day of event by hosts (Bride and Groom). Please see attached information for policy.
- Drivers will be expected to follow the directions of the parking attendant.
- Access road for pick-up and delivery to event grounds is to be kept open at all times when not actively loading or unloading.
- Parking at house on date of event will be limited to Caterer and disabled only.
- Smoking in designated areas only.
- Persons with disabilities or difficulty in negotiating terrain may be dropped off.
- Beer, Wine and Champagne are allowed, signature drinks upon approval.
- Host agrees to clean up and remove garbage from property to the satisfaction of BH Winery by 12:00 (noon) the day following event. Pick up on Monday of any items rented.
- Music sound levels are to be in compliance with Sacramento County Noise Ordinances; music and audio to cease by 9:30 pm.
- All persons in attendance will be expected to depart BH Winery by 10:00pm.
- Access to bridal room and groom's room is limited to bridal party, photographer, wedding planner and caterer. All other areas (i.e., office, dining room, family room, bedrooms) are considered private areas of the homeowner. Child guests must be properly supervised and monitored at all times due to animals and pool on property.
- Guests are to use portable restrooms.
- Property owners' barn can be used as additional staging/storage area, upon request.
- DJs/Musicians must sign Contract prior to event.
- No Bands or dance floors.

To ensure an enjoyable time for all and subsequent events held at BH Winery, we ask that the following items NOT be allowed: (This helps to ensure a pleasant experience for all).

- Disposing of any liquid from food and beverages onto the grounds or into the waterways.
- No sparklers or any other kind of fireworks
- No confetti type or small foil wrapped celebratory items
- No fake rose petals
- No rice (bird seed or real rose petals are perfect)

Hosts (Bride/Groom) will be responsible for providing **all** needs for their particular event, beyond those included in Rental Fee, including

- Caterer, photographer, officiate
- Additional tables (if more than 12 needed), chairs, linens and all related ware (if not supplied by caterer)
- Liability insurance (event rider) coverage in the amount of \$ 1 million. (see attached).

#### Setup and Breakdown

- Make sure all outside rented equipment is stacked in carport, not on the grass, and removed from property by noon on Monday
- Do not use nails, tacks, or staples in the walls/woodwork without approval
- Please use painter's tape. Please try to remove after the event.
- All trash must be removed and taken off the property.
- Notify Michelle of any damage that occurred during the event.

#### Security Deposit; Property Damage:

After review of the property by Michelle, the security deposit of \$500 will be refunded if there is no damage to the property and no cleaning is required. Renter agrees to pay for, or replace, any property or object that is destroyed, damaged, or stolen during the event, including tables, lighting, staging items provided. Such payment or replacement must be made immediately upon receipt of notification from Michelle.

#### Indemnification and Hold Harmless Agreement:

The Renters agree to indemnify and hold the BH Winery and Michelle Nelson-Pawlowski harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about BH Winery or to the property itself resulting from any act done or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises by the reason of the Renter's use of occupancy thereof. These may include but are not limited to accident, injury, or damage to property arising from any act of the Renter or Renter's guests whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by BH Winery and/or Michelle Nelson-Pawlowski and their representatives in defending any such claim or action brought against the owner and representatives.

#### Personal and Abandoned Property:

BH Winery and Michelle Nelson-Pawlowski assume no responsibility for any person placed in the facility or on the premises or any property that is left on the premises after the event is over.

#### Insurance:

Renter must provide a Certificate of Liability Insurance 30 days prior to the event. This insurance certificate must explicitly state the following conditions:

- \$1,000,000 Bodily Injury and Property Damage Liability Limits
- BH Winery, and Michelle Nelson-Pawlowski, must be named as additional insured for any claim or claims resulting from or growing out of the Renter of event.
- Failure to provide evidence of this insurance 30 days prior to your event can cause immediate cancellation of your event and loss of entire rental fee.

#### Alcohol:

Renter agrees and warrants that there shall be **NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER THE AGE OF 21**. Renter agrees to refuse to allow alcohol to be served to, or consumed by, any who are visibly intoxicated or under 21 years of age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol. BH Winery or Michelle Nelson-Pawlowski can ask guests to leave or shut down the entire event if a minor is being served, minor is consuming alcohol, or guests appear intoxicated. Alcohol can be consumed in the grass areas however guests should stay away from horses and other animals while drinking.

All vendors and outside contractors must comply with all other similar requirements BH Winery deems appropriate, use of function space, facilities and use of BH Winery services. (Bride/Groom) weddings contracts with its contractors to state they will hold BH Winery and Michelle Nelson-Pawlowski harmless from any and all damages or liabilities which may arise by such contractors or through their use.

All such policies, including wedding party insurance policy shall specifically state BH Winery and Michelle Nelson-Pawlowski named as an additional insured under the above policy. Such insurance shall be primary and not contributory with BH Winery. (Bride/Groom) wedding bears all responsibility for the payment of charges incurred at BH Winery by (Bride/Groom) contractors.

Parties to this agreement:

Event Host \_\_\_\_\_ Date \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name)

Property Owner \_\_\_\_\_ Date \_\_\_\_\_

By signing this agreement, the Renter agrees to all terms and conditions stated in contract.

### Insurance Policy Information

The required insurance policy obtained by the Bride and Groom is not a difficult process and can usually be obtained through your current homeowner's insurance company. Oftentimes, if you explain to your insurance agent that you are holding a wedding/reception/event at our venue, your agent may either include it in your existing policy with no extra charge or may charge around \$250, it all depends on your policy and insurance company.

Please include the following information on the insurance certificate rider:

- o Owner's name/address                      Michelle Nelson-Pawlowski
  - 10437 Alta Mesa Road
  - Wilton, CA 95693
- o To be held harmless from loss, damages, injuries as a result of having event at BH Winery.
- o Date and time of event
- o Alcohol (if being served)

## DJ/Musician (contractor) Agreement

Please respect that we are located in a residential area. Loud music will jeopardize our relationship with the community. DJs/ Musicians that abuse our usage rules will not be invited back.

### Terms and Conditions:

- Appropriate sound levels are the sole responsibility of the contractor.
- Speaker direction will be facing west.
- All outside music must be played at or below 55 Dba
- Last dance announcement is 9:30pm
- Light outside background music can be played until 10:00pm
- Rules are required to be followed.

In exchange for usage of the facilities, I agree to the terms and conditions of this agreement.

\_\_\_\_\_ Signature of DJ/ Musician

\_\_\_\_\_ Date