

Nashoba Valley Spirits, Ltd.

100 Wattaquadoc Hill Road

Bolton, Massachusetts 01740

978-779-5521 Fax 978-779-5523

Web-site address: nashobawinery.com

E-mail: email @ nashobawinery.com

Pavilion Wedding Contract Salesperson:

Contract Person _____ Company (if applicable) _____

Contact Person (if different) _____

Mailing Address _____

City _____ State _____ Zip _____

Day Phone _____ Fax _____

Home Phone _____ Email Address _____

Requested Date: _____ Day of Week: _____

Starting Time: _____

Ending Time: (Start Time plus the hours allowed* per function sheet)

(All indoor functions must end prior to 11:00 pm and outdoor functions prior to 6:00 pm. *All fees are based on a stipulated hours. **Depending on the type of function and area or facility used, an overtime fee will be charged for each hour or portion of any hour that your guests remain after the stipulated time period. See specific function for details.)**

Number of Guests _____ (guaranteed number of guests is due fourteen days prior to the event)

NON-REFUNDABLE DEPOSIT DUE WITH THIS CONTRACT **\$3,250.00**

NON-REFUNDABLE DEPOSIT DUE 90 DAYS PRIOR TO THE EVENT DATE **\$3,250.00**

The balance of your final calculated food bill (based on confirmed attendance less the non-refundable deposit previously paid) plus tax (6.25%) and house/administrative/tip fee (19%) payable 14 days prior to the date of your wedding. All additional expenses will be paid promptly by credit card at the conclusion of the event plus tax and tip. **ALL PAYMENTS ARE NON-REFUNDABLE.***

PLEASE CHECK THE APPROPRIATE BOX

Weddings:

- P's* Restaurant Wedding Reception
- Formal Pavilion Wedding Reception
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Private Functions:

- P's* Private Upstairs Reception
- P's* Restaurant Grand Reception
- Casual Pavilion Reception

This contract may not be cancelled and all payments are non-refundable.

SEE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

The submission of this contract together with payment of the non-refundable fees stipulated above constitutes an irrevocable offer to reserve the premises for the requested date stated above. Upon actual receipt of this contract, Nashoba Valley Spirits, Ltd. shall have 48 hours to accept this contract by depositing your check or processing the credit card for the non-refundable fee. Immediately thereafter, Nashoba Valley Spirits, Ltd. will sign the contract and return a copy of this contract for your records. Upon deposit or processing the charge, the date will be reserved for your function. Please sign as the Authorized Signature.

Authorized Signature: _____ Date: _____

Please initial page two of agreement where indicated

Payment due with this application - \$3,250.00

Payment by Credit Card # _____ Expiration Date: _____

Signature of Card Holder _____

Please return two executed original copies of this contract along with your non-refundable payment or cc #.

Accepted by Nashoba Valley Spirits, Ltd.: _____ Date: _____

PAYMENTS

Upon the signing of our "Request for Use of Facilities Agreement", a non-refundable deposit of **\$3250.00** is required to reserve your date. An additional **\$3250.00 is due 90 days** prior to the date of your wedding with the balance of your final calculated food bill (based on confirmed attendance less the non-refundable deposit previously paid) due and payable 14 days prior to the date of your wedding. Charges for all soft beverages and Alcoholic Beverages will be paid at the conclusion of your wedding based on consumption. All additional expenses will be paid promptly at the conclusion of the event plus tax and tip in cash or by credit card but not by check.

ALL PAYMENTS ARE NON-REFUNDABLE. Initials _____

CANCELLATION FOR NON-PAYMENT

In the event that any payments due hereunder are not made on or before the due date, Nashoba Valley Spirits, Ltd. shall treat the non-payment as a material breach of this agreement and shall cancel the event. In the event of cancellation for non-payment, Patron acknowledges and accepts that the precise amount of damages suffered by Nashoba Valley Spirits, Ltd. cannot be readily ascertained and, accordingly, agrees that all payments made pursuant to this contract shall be retained by the Nashoba Valley Spirits, Ltd. as liquidated damages. Nashoba Valley Spirits, Ltd. agrees that this shall be the sole and exclusive remedy of Nashoba Valley Spirits, Ltd.. **Initials** _____

CANCELLATION

Patron acknowledges that this contract cannot be cancelled or rescinded. In the event that the Patron gives notice to Nashoba Valley Spirits, Ltd. of his or her decision to cancel the event, Patron acknowledges and accepts that the precise amount of damages suffered by Nashoba Valley Spirits, Ltd. cannot be readily ascertained and, accordingly, agrees that all payments made pursuant to this contract shall be retained by the Nashoba Valley Spirits, Ltd. as liquidated damages. Nashoba Valley Spirits, Ltd. agrees that this shall be the sole and exclusive remedy of Nashoba Valley Spirits, Ltd.. Nashoba Valley Spirits, Ltd. is not responsible for apple picking ending sooner than expected. The season varies from year to year with the weather and is out of our control. **Initials** _____

MENU

All food and beverage menus and pertinent details must be finalized and paid for no later than 14 days prior to the event. Nashoba Valley Spirits, Ltd. will provide all items and service contracted for in good faith, but reserves the right to make substitutions with a similar item or service for any item not readily available on the open market with prior consent of the Patron and at a reasonable price. Request by patron for changes less than fourteen days prior to the event will be accommodated to the greatest extent possible but cannot always be made in all cases. Until accepted by both parties, food prices quoted are subject to change without notice. .

NOISE & MUSIC

Patron agrees to conduct the event in an orderly manner, in full compliance with applicable laws, regulations, and rules. He or she acknowledges that the winery is surrounded by a residential community and that all music and noise shall be kept at a level (85 decibels at the source/ increase to the ambient sound pressure level of the neighborhood when measured at the owner's property line) so as not to diminish the peaceful enjoyment of the surrounding neighborhood. **The determination of acceptable levels of music and noise shall be at the sole and exclusive discretion of Nashoba Valley Spirits, Ltd.** Absolutely no music or speakers can be played outside after 6:00 p.m. Please See <http://www.nashobawinery.com/noise.html> for additional information and requirements incorporated herein by reference.

CONDUCT

The patron will conduct the event in an orderly manner, in full compliance w/applicable laws, regulations & rules. The patron agrees to indemnify & hold harmless Nashoba Valley Spirits, Ltd. against any and all claims resulting from personal injury, property damage, or loss arriving from or connected to this event.

DURATION OF FUNCTION

The event shall not exceed the prescribed duration of time as stated on the front of this agreement. If an event goes over the contracted time, overtime will be billed at a rate per hour for each additional hour or any portion of any hour after the stipulated duration at the rate detailed in the function/wedding sheet. No event should be publicly advertised in print, radio, or television without approval of Nashoba Valley Spirits, Ltd..

FOOD AND BEVERAGE FROM OUTSIDE SOURCES

Patron, guests and invitees may not bring onto the premises or take off the premises any items of food or beverage.

GUARANTEES

The number of patrons attending as stated in the order shall constitute the guarantee unless Patron advises Nashoba Valley Spirits, Ltd. no later than fourteen days prior to the event of a revised number, which will then become the guaranteed number of patrons.

NON PERFORMANCE

The performance of this agreement is subject to acts of God, war, government regulations, natural disaster, strikes, civil disorder, or other emergency making it inadvisable, illegal, or impossible to provide the facilities or services contracted.

SERVICES OF ALCOHOLIC BEVERAGES

If alcoholic beverages are to be served, all local and state liquor policies and laws will be adhered to. Nashoba may at its discretion limit or deny service of alcohol to any person. Patrons and invitees must possess and display a valid form of identification verifying that the age of the patron or invitee is 21 years or older in order to be served alcohol. Only beer and wine produced by Nashoba Valley Spirits, Ltd. can be served or consumed on the premises.

PRIVACY

Nashoba Valley Spirits, Ltd. will use its best efforts to insure the privacy & security of all outside activities. However, the premises will be open at all times to the general public and while certain areas of the premises may be isolated for your sole use & enjoyment, other areas will be used and occupied by customers of the winery and restaurant. All outside functions/activities must terminate prior to 6:00 p.m.

ELECTRICAL REQUIREMENTS

Nashoba Valley Spirits, Ltd. will use its best efforts to provide necessary utilities for each event. However, Nashoba Valley Spirits, Ltd. is not responsible for providing additional services and herein specifically limits electrical utilities to those existing at the time of signing this agreement.

*DEFINITION OF HOUSE/ADMINISTRATIVE/TIP FEE (19%)

All chargeable items, including facility fees, are subject to 19.0% Charge of Service and 6.25% Sales Tax. Pursuant to Massachusetts General Laws, Chapter 149, Section 152A, the Charge of Service represents a 12% tip/service charge to be paid to the wait staff and a 7% house/administrative charge to be paid to other staff members, including chefs and managers that perform services for the event. The allocation of and distribution of the house/administrative charge is in the sole discretion of Nashoba Valley Spirits, Ltd.

ADDITIONAL PROVISIONS

If signed in a representative capacity, the person signing this agreement, the person signing this contract represents that he or she has full authority to sign on behalf of the company or person listed and also agrees to be personally liable for all approved fees and expenses which Nashoba Valley Spirits, Ltd. incurs in servicing the function.
