

Nashoba Valley Spirits, Ltd.

100 Wattaquodock 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:

Event Host:

Company (if applicable)

Contact Person (if different)

Mailing Address

City

State

Zip

Day Phone

Cell Phone

Home Phone

Email Address

Requested Date:

Day of Week:

Starting Time: _____

Ending Time:

All fees are based on stipulated hours. **An overtime fee of \$300 per hour will be charged for each hour or portion of any hour that your guests remain after the stipulated time period.**

Number of Guests

(Any Change to number of guests is due fourteen days prior to the event)

NON-REFUNDABLE PAYMENT DUE WITH THIS CONTRACT

\$3,250.00

NON-REFUNDABLE PAYMENT DUE 90 DAYS PRIOR TO THE EVENT DATE

\$3,250.00

NON-REFUNDABLE PAYMENT DUE 14 DAYS PRIOR TO THE EVENT DATE _____

*The greater of the balance of your final calculated food bill (based on confirmed attendance) or the Minimum Guaranteed Charge, plus tax (6.25%) and house/administrative/tip fee (19%) less any previous payments. All additional expenses plus tax and house/administrative fee will be paid by credit card at the conclusion of the event. **ALL PAYMENTS ARE NON-REFUNDABLE.***

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

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

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.

CANCELLATION

Patron acknowledges that this contract cannot be cancelled or rescinded. In the event that the Event Host gives notice to Nashoba Valley Spirits, Ltd. of his or her decision to cancel the event, Event Host 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.

MENU

All food and beverage menus and pertinent details must be finalized no later than 14 days prior to the event. Nashoba Valley Spirits, Ltd. will provide all items and services 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 Event Host and at a reasonable price. Request by the Event Host for changes to the menu less than fourteen days prior to the event will be accommodated to the greatest extent possible.

NOISE and MUSIC

Event Host 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 below 85 decibels at the source and cannot increase the ambient sound level of the neighborhood when measured at the owner's property line. **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.

CONDUCT

The Event Host agrees to conduct the event in an orderly manner, in full compliance with applicable laws, regulations and rules. The Event Host agrees to indemnify and 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 of \$300 per hour for each additional hour or any portion of any hour after the stipulated time. No event should be publicly advertised in print, radio, or television without approval of Nashoba Valley Spirits, Ltd.

FOOD AND BEVERAGE FROM OUTSIDE SOURCES

The Event Host, guests and invitees may not bring onto the premises or take off the premises any items of food or beverage with the exception of wedding cakes and pastries prepared and delivered by a licensed bakery or caterer.

GUARANTEES

The number of guest attending as stated in this contract shall constitute the guarantee unless Event Host 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 guests.

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.

SERVICE OF ALCOHOLIC BEVERAGES

If alcoholic beverages are to be served, all local and state liquor policies and laws will be adhered to. Nashoba Valley Spirits, Ltd. may at its discretion limit or deny service of alcohol to any person. Guest and/or 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 and 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 and enjoyment, other areas will be used and occupied by customers of the winery and restaurant.

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 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.

The submission of this contract together with payment of the non-refundable payments stipulated below constitutes an irrevocable offer to reserve the premises for the requested date and times stipulated 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.

Event Host Signature: _____ Date: _____

Please initial page one and two of agreement where indicated
Payment due at the signing of this Contract -

Payment by Credit Card # _____ Expiration Date: _____

Name on Credit Card _____

Signature of Card Holder _____

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