

# The Great Room at *The Winery at Wolf Creek*

2637 South Cleveland-Massillon Road, Norton, Ohio 44203

Phone 330-666-9285

rentals@wineryatwolfcreek.com

## Terms and Conditions

### Rental Options

Monday through Friday from 8am-4pm at the rate of \$50/hour

Monday through Thursday from 5pm-10pm at the rate of \$75/hour

Saturday and Sundays from 11am-4pm at the rate of \$125/hour

Friday, Saturday, and Sunday from 5pm-11pm at the rate of \$150/hour

All rentals must be a minimum of three hours.

Please contact us for customized rental options.

### Deposits and Fees

- An initial \$250, non-refundable deposit is required to hold the date requested and due when this agreement is signed. The deposit will be applied to the total cost of the rental. The remaining balance along with all other incurred expenses is due at the conclusion of your rental. Cash, Credit Cards and Checks are accepted.
- If you cancel your event, you will be deemed to have cancelled this Contract, you will forfeit the entire deposit amount. Refunds are at the discretion of Wolf Creek management. The Winery at Wolf Creek has the right to rent the Premises in the event a cancelation occurs.
- A valid credit card is required to be on file with The Winery at Wolf Creek for additional charges or damages that may occur.
- Renter agrees to be responsible for any damages, burns, breakage, or theft which may occur at the Premises during the rental. In addition, any time required to make repairs and/or cleanup will be billed to Renter at \$50 per hour.
- A breach of this Contract occurs if the contractually agreed upon times are exceeded. The Winery at Wolf Creek will charge \$150/hour (or fraction of an hour) if Renter, Renter's guests, and/or any of Renter's service providers or agents (D.J., caterer, outside rental services, photographer, etc.) take possession prior to the agreed upon times and/or if the Premises are not vacated by the contracted time.
- A gratuity charge is NOT added to your rental however, a tip for your servers is encouraged and greatly appreciated.
- Rental periods must include all setup and cleanup time for Renter and any of Renter's service providers or agents.
- Renter, Renter's guests and Renter's service providers and agents may not bring items onto the Premises prior to the rental time and no such items shall remain on the

Initials \_\_\_\_\_ Date \_\_\_\_\_

Wolf Creek Vineyards Inc. \_\_\_\_\_

Premises at the conclusion of rental time. Items left following the rental time will be disposed of in such manner as The Winery at Wolf Creek deems appropriate.

#### Facilities

- The Great Room accommodates up to 80 people.
- Ten, 72-inch round tables with eight chairs per table.
- One, 12-foot buffet table.
- Two additional 5-foot tables are available if needed for Renter's event.
- You are not permitted to bring in extra tables or chairs.
- The Winery at Wolf Creek will provide wine/beer/cocktail glasses at no additional charge.
- You may not reserve outside space or tables in other areas for your rental.
- Please keep in mind that the winery is an agricultural business. Insects, farm animals, and winery/agricultural equipment are all part of the winery's charm.
- Children are welcome at The Winery at Wolf Creek but *must* be supervised at all times.
- Open house events can be arranged with prior approval.

#### Smoking Policy

- The Great Room is a non-smoking area and is strictly enforced.

#### Food Service

- No full-service kitchen is available. A prep-kitchen consisting of a refrigerator/freezer, sink and counter space is available.
- No oven or stove is available in the prep-kitchen. Renter may bring in chaffing dishes, roasters or crockpots to keep food warm.
- Renter may contract with any caterer or provide your own food. All beverages must be purchased from the Winery at Wolf Creek.
- On-site grilling is only permitted by an insured caterer using a propane grill in a designated area.
- It is the Renter's responsibility to notify the caterer of the regulations laid out in this Contract, including rental arrival and departure times.
- Utensils, cups (other than wine/beer/cocktail glasses and coffee mugs), plates, napkins or serving utensils are not provided. You or your caterer will need to bring in all supplies.
- Renter is responsible for setting up/replenishing /clearing food, clearing plates & silverware, cleaning the kitchen, tables and other areas used.

#### Bar Service

- A beverage server will be in the Great Room for the entire rental period.
- In accordance with state law, we will not serve any guest who, in our sole judgment, appears to be intoxicated, nor will we allow any alcohol to be served to minors who may be in Renter's group.
- ALL beverages and alcohol must be purchased at The Winery at Wolf Creek.
- All other alcohol (opened or unopened) is not permitted on the Premises (including parking lots and grounds). Bringing any other alcoholic beverage onto the Premises

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Wolf Creek Vineyards Inc.\_\_\_\_\_

(including parking lots and grounds) is illegal and will be considered a breach of this Contract. Any such breach will result in Renter and Renter's guests being required to leave immediately and Renter will remain responsible for all amounts otherwise agreed to in this Contract and will not be entitled to any refund.

- If Renter does not wish to pay for alcohol for Renter's guests, alcohol will be offered to guests as a cash bar.

#### Decorations and Entertainment

- The Great Room may only be decorated in a manner, which in the sole judgment of The Winery at Wolf Creek does not damage the facilities. Nails, tacks, staples, command strips and pins may NOT be used on the walls.
- No confetti, silly string, glitter or similar substances will be allowed.
- Only battery-operated LED candles are permitted. Please consult with us in advance regarding decorations to avoid problems.
- With advance notice, you may hire appropriate entertainment for your event.
- No fireworks are allowed.
- The Winery at Wolf Creek reserves the right to remove or modify any aspect of decorations or entertainment, which we feel, in our sole judgment, poses a safety risk or nuisance to your guests or the general public, or which any of our employees or we believe is inappropriate.
- You must remove all decorations at the end of your rental.

#### Cleanup

- Renter is responsible for cleaning up at the end of the rental period.
- Tables must be completely cleared; trash must be collected and placed in the wastebaskets (including restrooms). Trash will be disposed of by winery staff.
- The kitchen preparation area must be cleaned. All catering items must be removed from the Great Room upon completion of the rental.
- The Winery at Wolf creek will provide replacement trash bags for wastebaskets and will be responsible for washing our beverage glasses. The winery staff will vacuum the Great Room.
- Renter will be responsible for paying for any of the above cleanups which you do not perform, as well as any non-routine cleanup following a rental. Such charges will be billed to you at the rate of \$50 per hour.
- The winery is not responsible for lost or stolen articles during your rental. Items left after your event will be disposed of.

#### Legal Matters

The Winery at Wolf Creek personnel have the authority to contact law enforcement officials, if necessary, to protect the winery, the Premises, and its personnel.

The Winery at Wolf Creek will not serve alcoholic beverages to anyone under 21 years of age.

Absolutely no weapons or firearms are allowed on The Winery at Wolf Creek property.

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**Wolf Creek Vineyards Inc.**\_\_\_\_\_

Limitation of Liability: The Winery at Wolf Creek will not be held liable for injuries or property damage/loss during this function, including, but not limited to: death, personal injury, property damage and any other incidents that may occur to any person(s) by use of the building and the Premises during the term of this Contract.

Hold Harmless and Indemnification: The Winery at Wolf Creek shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by Renter, or by any of Renter's employees, agents, invitees and guests due to Renter's use of the Premises, or arising out of the use, operation or condition of any equipment, machines or appliances used in or on the Premises, or arising from any acts of negligence or the negligence of any employees, agents, invitees or guests of Renter. It is agreed and understood that Renter hereby expressly release and discharge The Winery at Wolf Creek and its owners, officers, directors, employees and agents from any and all demands, claims and actions arising out of any such causes.

Moreover, it is agreed and understood that Renter shall defend, indemnify and hold harmless The Winery at Wolf Creek and its owners, officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, reasonable attorney's fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property and/or occurring in, upon or about the facilities due directly or indirectly to Renter's use of the Premises. This obligation of yours to protect, indemnify and hold harmless The Winery at Wolf Creek shall include the obligation to pay all reasonable expenses incurred by The Winery at Wolf Creek in defending any such claims, including reasonable attorney's fees.

Assignability: This Contract is not assignable by Renter without the written consent of The Winery at Wolf Creek.

Modifications: The Winery at Wolf Creek reserves the right to change the condition of, or cancel, this Contract up to 60 days prior to rental.

Return of Deposit: All deposits and payments will be returned in the event The Winery at Wolf Creek cancels the event.

#### Miscellaneous Legal Matters

This Contract contains the entire agreement of the parties and supersedes all prior written and oral agreement relating to this subject matter.

The Individual signing this Contract represents that such individual has the requisite power and authority to execute and deliver this Contract on behalf of the renter.

This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regards to conflicts of law principles. All disputes arising out of this Agreement must be litigated in Wayne County Court of Common Pleas and the parties consent to the jurisdiction and venue of such court.

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**Wolf Creek Vineyards Inc.**\_\_\_\_\_

# The Great Room at The Winery at Wolf Creek

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rentals@wineryatwolfcreek.com

## Special Event Agreement Form

(Please Print)

This Special Event Agreement (this "Contract") is by and between The Winery at Wolf Creek and Renter (as defined below) for the use of The Great Room located at The Winery at Wolf Creek (the "Premises").

**This Contract is subject to the following Terms and Conditions which are incorporated into this Contract.**

Date of event \_\_\_\_\_, 20\_\_\_\_\_

Rental Times \_\_\_\_\_ to \_\_\_\_\_

**Set up and clean up must be included in your rental times.**

**You, your agents, and your guests are not permitted into the room before this time.**

Name \_\_\_\_\_ Company \_\_\_\_\_

Phone \_\_\_\_\_ Alternate \_\_\_\_\_

E-mail \_\_\_\_\_

Address \_\_\_\_\_

Event type \_\_\_\_\_

Food service arrangements:

You will bring in your own food  None

Caterer \_\_\_\_\_

Alcohol arrangements: Please review Beverage Packages.

Servers will be in the room for your entire rental. You may not bring in your own beverages. If you do not wish to provide or purchase alcohol for your guests, it will be offered as a cash bar.

Bronze Package

Silver Package

Gold Package

Platinum Package

Before 5pm Package

Open House Package

Additional Beverage Options \_\_\_\_\_

Number of people attending \_\_\_\_\_

Room Rental Fee \_\_\_\_\_

Estimated Beverage Cost \_\_\_\_\_

Deposit Paid \_\_\_\_\_ (Does not include overages or additional charges).

Check included  Invoice via email

Please return this Contract to: The Winery at Wolf Creek. 2637 South Cleveland-Massillon Road, Norton, Ohio 44203, rentals@wineryatwolfcreek.com

By signing this Contract, I have acknowledged that I have read and completely understand/agree to any and all provisions of this Contract (including the Terms and Conditions set forth in this Contract) and agree to be bound by the same.

\_\_\_\_\_  
Renter's name

\_\_\_\_\_  
Date

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

**Wolf Creek Vineyards Inc.** \_\_\_\_\_