

# THE WINERY AT WOLF CREEK



2637 South Cleveland-Massillon Road, Norton, Ohio 44203

Phone 330-666-9285

rentals@wineryatwolfcreek.com

## Gallery Rental Policies

### Rental Options

- Monday through Thursday between the hours of 12pm and 4pm *OR* 5pm and 10pm at a flat rate of \$50
- Friday, Saturday & Sunday between the hours of 10am and 4pm *OR* 5pm and 11pm at the flat rate of \$100
- Rental periods must include all set up and cleanup time.
- Payment for alcohol served at the event and the remaining rental balance (if due) must be made at the completion of your rental.

### Deposits and Fees

- An initial \$50, non-refundable fee is required to hold the date requested. This deposit shall be applied to the balance of the rental contract. The remaining balance is required at the conclusion of your rental. Cash, Credit Cards and Checks are accepted.
- A gratuity charge is NOT added to your rental however, a tip for the tasting room staff is encouraged and greatly appreciated.

### Rental Facilities

- The Gallery space is adjacent to the Tasting Room and located near the front entrance.
- The Gallery has 24 chairs and an assortment of high and low top tables. A six-foot buffet table is in the room if needed.
- You may NOT bring in extra tables or chairs to the Gallery.
- We do not rent our outside/green space. If you rent the Gallery you will have full access to the outside along with our tasting room patrons. You may not reserve additional outside space, picnic tables or public tasting room tables for your rental.
- Well-behaved children and guests under 21 are welcome at the winery but must be supervised.

### Smoking Policy

- The entire winery is a non-smoking area. Smoking is permitted outside only

### Food Service

- There is no prep-kitchen or food storage area.
- You may contract with any caterer or provide your own food. Any caterer must also abide by stated rules and time frames for cleanup of the Gallery.
- We do NOT provide utensils, cups (other than alcoholic drink glasses), ice, coffee, plates, napkins or serving utensils. You will need to bring in all supplies.
- The winery has soda and bottled water available for purchase. You are welcome to bring in your own soda, water & non-alcoholic beverages for your event. You are responsible for serving these beverages, not the winery server.
- We do not provide tablecloths or rent tablecloths for the tables. The wooden guest tables do not require covers. The 6-foot plastic buffet table will need to be covered.

#### Alcohol Service

- The winery tasting room bar offers a variety of wine, beer and spirits to pick from.
- If you do not wish to pay for alcoholic beverages for your guests, it will be offered to them as a cash bar.
- In accordance with state law, we will not serve any guest who appears to be intoxicated, nor will we allow any alcohol to be served to minors who may be in your group.
- 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 (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.

#### Decorations

- The Gallery 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, tape, command strips and pins may NOT be used on the walls.
- No confetti, silly string, glitter or similar substances will be allowed.
- We reserve the right to remove or modify any aspect of decorations, 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.

#### Cleanup

- You will be responsible for cleaning up at the end of your rental.
- Tables must be completely cleared; trash must be collected and placed in the wastebaskets.
- The winery is not responsible for lost or stolen articles during your rental. Items left after your event will be placed in our lost and found.

### 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.

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.

# THE WINERY AT WOLF CREEK



## The Gallery at The Winery at Wolf Creek

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

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

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

### Food service arrangements:

- You will bring in your own food
- Caterer \_\_\_\_\_
- None

### Non-alcohol arrangements:

- You will serve and bring in your own soda/water/juice/cups/ice
- You will purchase soda/water/juice from the winery

### Alcohol arrangements:

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

- Cash Bar (wine, beer & spirits will be available; your guests will pay for the alcohol they consume)
- Open Bar (you pay for all alcohol consumed by your guests; a Credit Card Tab is required)

Will you be using our six-foot table for food?  Yes or  No

### Payment for deposit:

- Check included
- Please invoice me via email
- Paid in person

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 Signature

\_\_\_\_\_  
Date

Please return Contract and Renter Information  
rentals@wineryatwolfcreek.com

The Winery at Wolf Creek 2637 South Cleveland-Massillon Road, Norton, Ohio 44203

You are responsible for all the information contained in these policies. Please keep a copy for your records.