

LEFONDUSAC

Event Rental Contract

This Private Rental Agreement (the "Agreement") is made as of _____ by and between Lefondusac LLC and _____ otherwise known as "Renters."

Renter desires Owner (Lefondusac LLC) to grant Renter a temporary revocable license to use Lefondusac Winery Bar located at 2929 B Limestone Way, Paso Robles, CA. 93446, and Lefondusac agrees to such revocable license and use in consideration of the covenants and obligations herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

Event Details

- Event Description: _____
- Event Date: _____
- Event Times: _____
- Venue Fee: _____
- Guest Count: _____

The venue fee includes _____ hours on the event date with the event ending no later than 11:00pm. Scheduling and approving drop off of rental equipment must be approved in advance by Event Manager. Early set up may also be arranged with Event Manager prior to time of the event.

Venue Space included in this agreement is use of the following spaces:

- Inside Bar area
- Patio Area
- Outdoor Lawn

The venue fee includes the following:

- On-site Lefondusac Staff
- Professional beverage service including beer and wine
- Handicap access
- Additional hours can be added with approval of Event Manager

Additional Terms and Conditions to Venue Agreement

- Alcohol: All wine will be provided by and purchased from Lefondusac and will be consumed within time frame of the event as stated in this agreement. Champagne and Beer will be ordered by Lefondusac staff and delivered to winery in advance of the event. The fee of the champagne and beer will be passed on to renter and charged accordingly. No one under 21 years of age will be permitted to consume alcoholic beverages of any kind. Lefondusac reserves the right to I.D. anyone, and to refuse service to anyone they feel may be intoxicated. All bar attendants will be hired by Lefondusac and the fee will be included in the fee proposal and final invoice. No drugs are allowed at the Event or on Winery property. Lefondusac is a Non Smoking Facility

- Catering: If one or more caterers will be used for the Event, each caterer must present proof of insurance and all required licenses no later than fifteen days before the Event. All caterers must be approved by the Winery no later than ninety days before the Event. Caterers shall be responsible for food and food service set-up, service, breakdown, and trash removal for the Event, under the guidance and supervision of the Event Coordinator. Caterers shall not be a guest or participant in the Event. Lefondusac is not responsible for organization of catering, menu, follow through budget, servers, set up or clean up. The caterer is responsible for ensuring all functions of catering are met and completed as stated in contract.
- Disclaimer: The Venue is provided by Owner, Lefondusac, in "as is" condition to Renter. Owner makes no warranty regarding the suitability of the Venue for the Renter's intended uses or purpose. It is recommended that Renter inspect venue prior to booking. Lefondusac is a working winery; as such barrels cannot be moved from their locations.
- Children: Children are allowed on Winery property, but must be under the supervision of a parent or guardian at all times. Children shall not be left unattended on Winery property at any time. Winery may take reasonably necessary action if a child is endangering himself or herself, other people on Winery property, or Winery property.
- Pets: No pets may be on Winery property during the Event except with advance approval of the Winery. Pets must be friendly and on a leash at all times. Winery reserves the right to remove any pet deemed to present a danger to any person or property. No pets are allowed inside Winery facilities at any time with the exception of licensed service animals.
- Condition: Renter shall maintain the Venue and leave the Venue in the same condition as received from Owner. Renter will be responsible for removing all items. All items must be removed and disposed of by 12:00PM the day after Scheduled event. A representative of Lefondusac will then conduct a final

inspection of the venues used by the renter at the end of the event. Within thirty days after the event, the Owner shall return the Security Deposit, less any deductions accompanied by an explanation of deductions for damage, repair or clean up necessary to restore facilities to the same condition as the initial inspection.

- Damages: Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter's use of the venue. Owner will arrange for the repair of such damage at Renter's expense.
- Right of Entry: Owner shall have the right to enter the venue at any time for any purpose during event.
- Indemnification: Renter shall be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue. Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Venue, including acts or omissions on the part of the Renter, its employees, officers, directors, independent contractors or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to or near the venue, regardless of the cause of such damage or injury.
- Insurance: Event holder/Responsible Party shall obtain a general liability policy of insurance protecting the event holder and Lefondusac Inc. as an additional insured against claims for bodily injury, personal injury, and property damage based upon or arising out of the use, occupancy, or services provided at the premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing not less than \$1,000,000 per occurrence liability coverage. Event Holder/Responsible Party or Vendors coverage shall be primary and non-contributory with any similar insurance carried by Lefondusac Vendors

shall be required to carry insurance coverage on all of vendor's property while on premises and shall hold Lefondusac harmless for any damage occurred to their property. The Responsibility Party shall provide a Certificate of Insurance and Additional Insured Endorsement regarding such Policy at least 21 days before event.

- Revocation: Owner shall have the right to revoke the License at any time prior to the commencement of the Rental Period, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Rental Period for reasons other than nonpayment of fees or breach of this Agreement by Renter, owner has the right to revoke the license prior to the rental period for non-payment of fees or breach of contract in any way.
- Cancellation: If Renter cancels for any reason, the deposit will not be refunded to Renter by Owner.
- Assignment: Renter may not assign this Agreement or any rights hereunder.
- Governing Law: This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the state of California, without regard to conflicts of law principles. Any action brought hereunder shall be brought in the Superior Court of San Luis Obispo County. In any dispute over this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
- Force Majeure: In the event that either party is unable to perform its obligations under this agreement as a result of a force majeure, an act of God, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. Owner will use all reasonable efforts to notify the Renter of the circumstances causing delay or inability to hold the event at the site upon the occurrence of such a force majeure event.

- Entire Agreement: This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of the Agreement.
- Authority: The Party signing this Agreement on behalf of Renter warrants he or she is fully authorized and entitled to enter into this Agreement.

In witness of Renters understanding, and agreement to the terms and conditions herein contained, the parties affix their signatures below:

• Renter Signature: _____ Date: _____

• Lefondusac Representative: _____ Date: _____