**Prairie Hill Vineyard**

**21421 W. 37th Street N.**

**Colwich, KS 67030**

**(316) 461-5445**

**prairiehillvineyard@gmail.com**

**VENUE**

**RENTAL**

**AGREEMENT**

**ADDITIONAL NOTES**

This section will set out any additional items agreed to between PHV and Renter not included in the package selected, and as may be provided for in the Term & Conditions below. Additional fees will be noted next to any additional items which require such, but will be included in the Event Fee on the first page of this Venue Rental Agreement. Additional pages may be added as needed and shall follow this page.

**TERMS & CONDITIONS**

Prairie Hill Vineyard wants you to have an amazing occasion to remember, filled with great memories and happy moments. We have spent decades building and improving the property, vineyards, buildings to provide a beautiful and joyous experience. Please help us by keeping your guests safe and the property and facilities beautiful. You are welcome to tour the vineyard, just be respectful of the property.

The Terms & Conditions of the Prairie Hill Vineyard (PHV) Venue Rental Contract have been developed and drafted from the experiences, issues, and concerns surrounding the use of PHV facilities and the community of other event venues over the years. These Terms & Conditions are necessary for the safety and welfare of all guests and the protection of the buildings, facilities, and their contents. Please see that you and your guests use the property and facilities as intended.

We highly encourage all renters to read and become familiar with the information and directions in this document to help assure an enjoyable use of PHV facilities and services for all concerned, and avoid any potential misunderstandings or confusion. We are happy to answer any questions you might have, or to clarify any part of this document you do not understand.

Cancellation or Change of Date:

In the unforeseen circumstance the Renter needs to cancel or change the date of the event, it is advised to contact PHV immediately. **Any cancellation or change must be in writing**. Please see the language of the Deposit and Refund sections below.

Children:

To insure the safety of all guests, children (under the age of 16) must be supervised at all times while on the property. Adequate adult supervision must be provided by the renter for any children on site. Children are not permitted to wander by themselves. PHV is not responsible to watch or assure the safety of children on the premises. PHV is an operating farm with potentially dangerous areas including, but not limited to, livestock, electric fences, ponds, lakes, machinery, etc. We ask that children do not play IN the ponds or climb on the rocks. Nothing may be thrown in the ponds.

Cleaning:

The property is expected to be left in the same condition as it was upon entry prior to the event. Clean up includes the placement of all trash, debris, and disposable decorations in the bins provided, or taken off the property.

Cooking / Barbequing/Firepit:

PHV does not have a commercial kitchen. There is an oven, microwave, sink and refrigerator in the Terrace Cabin which are primarily used to warm food prepared by a caterer. There is a nice gas barbeque grill available for an additional charge that may be used in a specified area. Guests may bring other food preparation or warming/heating equipment with prior written approval of PHV. All foods prepared on the property by the guest or their caterer(s) must meet all applicable health and safety laws, codes, and ordinances, and not pose a health threat to any guests. Care should be taken to avoid triggering a food allergy. No candles or fires are allowed on the property unless managed by PHV staff and arranged ahead of time for an additional fee. The firepit may only be used with prior approval from PHV. The weather has to fit the safety of the people and property for PHV to allow the pit to be used.

Damages:

I acknowledge I have received a copy of the Venue Rental Agreement Terms & Conditions, have read them, and agree to abide by them. I agree to be financially responsible for the actions of the guest and visitors to the subject of the Venue Rental Agreement. If any of the Terms & Conditions are violated by the renter, or their guests, I further understand that I will be responsible for the costs and fees associated with any repairs, cleaning, and damages associated with such violation. I understand and acknowledge that the damage deposit will be retained and I will pay for such cost over and above the damaged deposit within ten (10) days of notice of such expenses incurred by PHV, including loss of use of any or all of the facility.

Decorations:

Decoration will be coordinated with PHV to ensure that the ambiance for the property is maintained and to avoid damages. Nothing is to be removed or taken down from the walls or other locations without prior approval of PHV. No decorations are to be attached to the ceiling or the interior walls by use of any kind of tape, tacks, putty, nails, staples, or glue.

Rice, confetti, glitter, pyrotechnics, and sparklers are not permitted inside or outside of the facilities or grounds. Throwing birdseed is encouraged!!!

Decorations must be done during the specified times of the event**. No additional or special time is allowed for this activity unless specified in the Venue Rental Agreement.** Additional time may be available for an hourly fee, but only by prior written agreement and approval by PHV.

Deposits (Event & Damage):

Renter’s “Event Deposit” is one-half (½) the total Venue Rental Agreement fee. This deposit is required to reserve the event date. Event dates are reserved on a “first come, first served” basis. The balance of the Venue Rental Agreement is due six (6) months prior to the event date.

If renter cancels the event date, for any reason, the deposit shall be retained by PHV. A refund may be issued if the property is re-rented (see Cancellations & Changes” above, and “Refund” below).

Renter’s “Damage Deposit” is $500 which shall be paid with the final payment as specified under the Venue Rental Agreement. The deposit will be mailed back to the renter within fourteen (14) days after the event, and the facility has been thoroughly cleaned and inspected. If there is anything broken, damaged, or missing it will be deducted from ht e damage deposit (see Damages above). If excessive cleaning is required, the cost therefore will be deducted from the damage deposit.

Event Managers:

Both PHV and Renter will provide the name of the person who will be the primary Event Managers and a suitable substitute if the primary Event Manager is not available. The responsibility of the Event Managers are to assure the smooth, safe, enjoyable, and efficient management of the event, to meet and confer prior to the event to discuss any issues or concerns, and shall discuss any situation that arises during the event to resolve any issues.

Extraordinary Acts or Events:

I understand that PHV’s obligation to provide services will be waived in the event of acts of God, war, terrorism, other disasters beyond their control, or any action taken by any governmental agency, that prevent such services or use of the facilities.

Facilities:

Any and all facilities available for use will be stated in the Venue Rental Agreement and Event Package Plan selected.

Main Event Center (Cathedral Tent):

The Main Event Center has a seated capacity of a maximum three hundred (350) at six foot (6’) round tables. Other configurations may be possible. The Main Event Center may be configured to be conditioned with heating or air conditioning for an additional charge.

Grand Terrace:

The Grand Terrace is a large paved covered area with a gorgeous hand crafted artistic bridge ideal for photographic uses.

Grounds:

A map is provided delineating the grounds that are available for use at events. Please be respectful of the residential area which is the private residence of the owner and is specifically excluded from use or entry. There are many areas where ceremonies and outdoor events may be held on the grounds. Please discuss with PHV where your preferred desired area(s) of use are.

Mary’s Arbor:

This picturesque arbor set next to the Windmill Pond and near the Vineyards is ideal for many outdoor activities.

Pavilion / Grand Stand / Dance Floor:

The Pavilion / Grand Stand / Dance Floor is intended to be primarily a location for music to be played by a band or DJ with a dance floor in front area, but may be configured and used for other events and purposes. There are two side rooms available for dressing, storage, food and beverage service, and sound lighting equipment. Power and overhead lighting is supplied.

Terrace Cabin:

The Terrace Cabin may be used for gathering prior to the event, a rehearsal dinner, a catering venue, and such other activities meet and appropriate for the event. The second floor is reserved for the martial parties (bridal or groomsmen), makeup artists, hair stylists, photographer, and parents or guardians. The second floor a special environment not meant for general party, ceremony, or rehearsal or reception activities.

Vineyard Cabin:

The Vineyard Cabin is a newly remodeled romantic cute and cozy area that is ideal for a bridal or groomsmen preparation area. It may also be used for no more than two (2) people to stay in overnight after the wedding or event. It has an en suite bathroom.

Vineyards:

The Vineyards are available to be toured during the event. Please do not pick the grapes as they are our commercial product. To prevent damage to the vines, running and rambunctious behavior is not permitted.

Farm Animals:

PHV is an operating farm, a registered AgTourism business, and an event venue. Some farm animals and livestock pose a danger; especially to small children (see “Children” above). Guests are welcome to pet the horses, and other farm livestock, however only from outside their fenced pasture or corral. Guests may not enter into the pasture or corral area. There are dogs and cats on the property. The dogs will be kenneled unless otherwise requested. No riding or chasing farm animals is allowed. Kitties can be petted and/or taken home!

Firearms:

Firearms are not allowed on the property. Law Enforcement is exempt from this section.

Food:

If food or beverages are provided by the renter or vendor, all consumables must be kept and served at the appropriate temperatures to ensure safety and health of guests. PHV cannot be responsible for any food brought to the event by renter or their vendor. I understand that PHV cannot be responsible for any food allergies of any guest.

Gaming & Gambling:

Any gaming or gambling activities that violates Kansas law is not permitted.

Glass:

NO GLASS IS ALLOWED. If any glass is broken it shall be the Renter’s responsibility to inform PHV staff, and to ensure that it is thoroughly cleaned up. We do not what anyone to cut themselves on broken glass.

Guests:

The maximum number of guests allowed is four hundred (400).

Heating & Air Conditioning:

The Terrace Cabin and Vineyard Cabin have heating and air conditioning. The Main Event Center does not have heating or air conditioning. Heating or air conditioning may be provided for the Maine Event Center at an additional charge.

Inappropriate Behavior:

Any use of banned or illegal substances is prohibited. Disorderly conducts will not be allowed. PHV reserves the right to remove any guest or person from the property due to inappropriate behavior.

Insurance:

I am aware I should have event insurance and can provide. This is a protection against any claims from injury or damage that might occur during your event. It is suggested that you add an additional named insurance policy, naming Prairie Hill Vineyard, LLC, usually in an amount of $1,000,000. These policies may be obtained through specialized insurance carriers or through your home owner’s policy, and may be acquired for a single event. If you have questions, please ask.

Laws, Regulations, Ordinances, Codes, & Rules:

By entering into this Venue Rental Agreement I acknowledge that I am aware of, have familiarized myself with, and fully understand any and all applicable Federal, State, County, and local laws, regulations, ordinances, codes, and rules, and that I will be held responsible for any violation of those laws, regulations, ordinances, codes, and rules by myself or my guests.

I further acknowledge that I have received a copy of the Prairie Hill Vineyard (PHV) Rules and Regulations, have familiarized myself with and fully understand those PHV Rules and Regulations.

Limited Liability Under Kansas AgriTourism Statute:

*“WARNING: Under Kansas law, there is no liability for an injury or death of a participant in a registered agritourism activity conducted at this registered agritourism location if such injury or death results from the inherent risks of such agritourism activity. Inherent risks of agritourism activities include, but shall not be limited to, the potential of you as a participant to act in a negligent manner that may contribute to your injury or death and the potential of another participant to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this registered agritourism activity.*”

Legal Fees:

In the event of litigation over performance of this agreement and use of PHV facilities, I agree to be responsible for all costs associated with any legal action or cost of recovery of any and all amounts I may be found accountable for.

Liquor:

**All alcoholic beverages (beer, wine, spirits, etc.) must be purchased from PHV.** Alcoholic beverage service is to end 30 min prior to the end of the event (i.e., “last call”). If liquor is brought on to the property by guests or the bridal party you will be given a warning and the damage deposit will be forfeited.

Any person under the age of 21 years shall not be allowed to consume alcoholic beverages on PHV property. Responsible drinking is expected from all guests at PHV and driving while intoxicated will not be tolerated. Renter is to take every reasonable precautionary measure to ensure guests do not drive away from the property while intoxicated. PHV will not be responsible for the actions of guests as a result of their consumption of alcoholic beverages. Drunken/Violent disturbances are prohibited, subject to immediate removal from the premise, and possible termination of event without refund.

Loitering:

Loitering is not allowed on the property after the specified time on the Venue Rental Agreement.

Music:

Music will generally not be allowed after 12:00am. The music will not be allowed above 80 decibels after 12:00am.

Parking:

Parking for the event is provided in the gravel parking lot and in the pastures to the south of the event venue. Renter is responsible for controlling traffic to and from the parking lots during the event. There is no parking along the entry road or in the residential area off W. 37th St. N. Signs are posted to show where parking is permitted and Renter needs to be familiar with the parking area prior to the event. It is suggested Renter have a person in charge of parking at the beginning of the event.

Photographs:

I agree to allow PHV to use photographs or images of my event for promotional purposes without compensation to me or my organization, or any guest attending my event. I may elect to have any such photographs or images excluded from promotional publication with written notification prior to the event. PHV and staff retain the right to take photographs for security, safety, and quality control purposes. No nude or boudoir photography is allowed.

Refund:

As set forth in “Deposit” above, the Event Deposit is required to secure the date of the event. Full payment for the event is required six (6) months prior to the event. Due to the nature of renting the property and facilities, it is difficult to re-rent the property on short notice. If, for any reason, renter cancels the event six (6) months or less to the event date, PHV will retain the deposit and attempt to re-rent the property. In the event the property is re-rented, then the deposit will be returned, less twenty five percent (25%) administration fee.

If the renter cancels the event, within six months (180 days) of the event, PHV will retain the entire payment and will attempt to re-rent the property. In the event the property is re-rented, then the deposit will be returned, less twenty five percent (25%) administration fee.

Seating:

PHV will supply seating for up to one hundred fifty (350) guests.

Smoking:

NO SMOKING will be allowed inside the buildings. There are no exceptions to this rule for any reason. Smoking is permitted outside in designated areas ONLY. A $500 cleaning fee will be applied for ANY violations of the smoking policy. All used smoking materials must be disposed of properly in outside smoking/cigarette containers.

Swimming / Wading:

Absolutely no swimming, wading or playing is allowed on the property.

Time:

The property must be vacated by the time specified on the Venue Rental Agreement.

Toilets:

PHV operates on a septic system. Please refrain from putting anything into the toilet other than human waste and toilet paper. DO NOT put any feminine products (tampons, pads, etc), paper towels, cigarette butts, or any no-biodegradable items. Trash receptacles are available in all bathrooms. Currently, there are three restrooms; one in the Terrace Cabin, and two in the horse barn building. Additional quality port-a-potties will be provided, based on size of the event, as required, for an additional charge, as set forth in the Venue Rental Agreement.

Trash & Debris:

All trash and debris generated by Renter, including cigarette butts, shall be cleaned up and disposed of in the debris bins provided by PHV, prior to departure and time specified in the agreement.

Vehicles:

Cars should be removed from the PHV property prior to the specified end time on the Venue Rental Agreement. If cars are left on the property after the specified time on the Venue Rental Agreement, they must be picked up the next day. Any cars left more than 24 hours after the specified time on the Venue Rental Agreement will be towed at the owner’s expense.

We are not responsible for any loss, theft, or damages. Al vehicles should be locked while on PHV property. Use of alcohol or illegal substances in the parking lot is not allowed.

Vendors:

All vendors must be on the approved PHV Vendor list. Any vendor that is not on the list must first be approved by PHV. If vendor is not on the approved vendor list, please provide vendor information and Vendor Approval Form a minimum of three weeks prior to event. All vendors, caterers, and liquor hosting services much carry their own liability insurance and/or be bonded. PHV reserves the right to prohibit vendors or service providers that they deem unacceptable or undesirable from providing services on PHV property.

Final Acknowledgment & Hold Harmless:

I have read and understood the Terms & Conditions pertaining to the Venue Rental Agreement, have initialed each page thereof, and are attached hereto. I acknowledge that I have received a copy of the Venue Rental Agreement including the Term & Conditions and have initialed each page showing I have read and understood all items included herein.

I understand that PHV cannot be held responsible for any loss to property brought onto the premises. I hereby hold harmless Prairie Hill Vineyard, LLC, Daniel Stockemer, and/or any of their agents, employees, assignees, heirs, or volunteers free of any and all liability which may arise to me or property as a result of my use of PHV property and facilities. I acknowledge that if any person or property is injured or damaged as a result of my activities on PHV property or facility during my event, I may be found by a court of law to have waived my right to bring or maintain a lawsuit against Prairie Hill Vineyard, LLC, Daniel Stockemer, and/or any of their agents, employees, assignees, heirs, or volunteers on the basis of any claim from which I have released them from herein.

By signing this Venue Rental Agreement, I acknowledge I have read the Terms & Conditions contained herein, have initialed each page as evidence thereof, and agree to be bound by its Terms & Conditions.

Renter Date

Prairie Hill Vineyard, LLC Date