

Madison County Winery

RENTAL AGREEMENT

3021 St Charles Road, St Charles, IA 50240

(641) 396-2220

TERMS AND CONDITIONS

General Information

The Madison County Winery facility is available for rent and includes the use of the tasting room, outdoor patio, pergola, vineyard, fire pit, and lawn area. Our tasting room can accommodate approximately 75 people for a seated dinner (more if the event is a cocktail-style reception). During the warmer months, the outdoor patio will seat 60 guests. The winery is open for business based on seasonal hours. Special arrangements can be made upon request.

Wedding Rental Rates:

- \$350 Ceremony only (various locations available)
 - \$100 set up/clean up fee
- \$2250 Reception Only (event space North of vineyard)
 - 30'x60' outdoor tent on the pad above the facility
 - \$500 minimum beverage purchase required
 - \$200 set up/clean up fee
- \$2500 Combo Wedding and Reception (event space North of vineyard)
 - 30'x60' outdoor tent on the pad above the facility
 - \$500 minimum beverage purchase required
 - \$200 set up/clean up fee

Wedding Inclusions:

- Arch
- Chairs (up to 125)
- 2 wine barrels

Beverage Options (\$500 minimum)

- 2 specialty drinks
- Hosted Bar by bottle only
- Cash Bar by glass only
- Keg available upon request

Reception Inclusions:

- 2 bartenders for wine/beer/cocktails
- Wine glass usage (\$5 charge per missing glass)
- Tables and chairs
- Cocktail tables
- Patio tables & chairs- seats approximately 60 guests
- Pergola use
- Fire Pit use (firewood provided)
- Black table Linens available upon request

Deposit:

To confirm the date of your event, a deposit of 50% of the rental fee is required along with the signed rental agreement. This deposit will go toward the final bill and is not refundable upon cancellation of the event. **Deposit can be paid by check, cash or credit card. An additional fee will be added for credit card payments.**

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Set Up:

A date and time for decorating must be predetermined. No tape, staples, or other potentially damaging adhesives may be used on walls. Floor plan must be returned at least one week prior to the event and be approved by Madison County Winery. Ladders are available upon request. For safety purposes, no climbing without a ladder is allowed.

Food:

Madison County Winery does not provide catering services, therefore you will have the opportunity to select your own caterer. Caterers must be licensed and approved by Madison County Winery. Caterers are responsible for removal of all materials brought onto the premises immediately following the event.

Music and Entertainment:

All musicians and/or DJs must cease playing by 11:30 PM. This will allow time for musicians and/or DJs to dismantle their equipment and be off of the premises by midnight. **Bubble machines, fog machines, or any compound or substance, such as glitter or confetti, is not allowed to be spread on the floor or patio.**

Additional Information:

1. A charge of \$150/hr will be assessed for every hour past the contracted limit.
2. Roaster pans are prohibited (caterers may use chafing trays for keeping food warm).
3. A Madison County Winery representative will be present at all functions.
4. The tasting room will remain open during normal business hours.
5. No sparklers, bottle rockets, fire crackers or any other fireworks are allowed.
6. No CONFETTI or ARTIFICIAL FLOWER PETALS are allowed.
7. Absolutely no weapons or firearms are allowed on Madison County Winery property.
8. CHILDREN MUST BE SUPERVISED AT ALL TIMES.
9. This is a SMOKE-FREE FACILITY. Smoking in designated areas only. Including VAPES.
10. NO OUTSIDE BEVERAGES OR COOLERS ALLOWED.

Wine, Beer, and Alcohol:

STATE LAW PROHIBITS BRINGING ANY OUTSIDE ALCOHOL ONTO MADISON COUNTY WINERY'S LICENSED PREMISES. Therefore, all wine, beer and alcohol must be purchased through Madison County Winery. Legal restrictions regarding underage drinking will be strictly enforced. MADISON COUNTY WINERY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR UNDERAGE DRINKING AND RESERVES THE RIGHT TO ASK THE ENTIRE PARTY TO LEAVE IF A MINOR IS CONSUMING ALCOHOL, AN ADULT IS PROVIDING ALCOHOL TO A MINOR, OR ANY OTHER UNLAWFUL ACTIVITY IS OBSERVED. THE PARTY RENTING THE FACILITY SHALL ENSURE THAT NO UNDERAGE DRINKING OR ILLEGAL ACTIVITY IS ALLOWED.

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BY LAW, NO ONE UNDER 21 YEARS OF AGE MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. MANAGEMENT MAY ASK GUESTS FOR ID TO VERIFY AGE.

Madison County Winery assumes no responsibility and will not be held liable for damage or loss of any personal articles left on the premises, personal injuries, or death before, during or after your event. The term of this agreement begins when the first person involved in this function arrives on the property and concludes when the last person leaves the property.

Madison County Winery personnel have the authority to contact law enforcement officials if necessary to protect the winery and personnel.

Hold Harmless and Indemnification:

Madison County Winery shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by you, or by any of your employees, agents, invitees and guests due to your use of the facilities or arising out of the use, operation, or condition of any equipment, machines, or appliances used in the facilities, or arising from any acts of negligence or the negligence of any employees, agents, invitees, or guests of yours.

It is agreed and understood that you hereby expressly release and discharge Madison County Winery and its owners, officers, employees, and agents from any and all demands, claims and actions arising out of such causes. Moreover, it is agreed and understood that you shall defend, indemnify, and hold harmless Madison County Winery and its officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, reasonable attorney 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 your use of the facilities.

This obligation of yours to protect, indemnify, and hold harmless Madison County Winery shall include the obligation to pay all reasonable expenses incurred by Madison County Winery in defending any of such claims, including reasonable attorney fees. Madison County Winery reserves the right to change the conditions of, or cancel, this agreement up to 60 days prior to rental. All deposits and payments will be returned in the event Madison County Winery cancels the event.

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| OUR CONTACT INFORMATION | OWNERS |
|--|--|
| Madison County Winery 3021 St. Charles Road St. Charles, IA 50240 Email: madisoncountywinery@mchsi.com Phone: (641) 396-2220 | Amy Durnan- (515) 468-0465 (cell) Anthony Durnan- (515) 480-0808 (cell) |

Rental Agreement Form

| RENTER CONTACT INFORMATION | |
|--|---|
| Name | |
| Street Address | |
| City, State, Zip Code | |
| Phone # | |
| Alternate Phone # | |
| Email Address | |
| EVENT INFORMATION | |
| Date of Event | |
| Type of Event | |
| Number of Guests | |
| Hours of Event | |
| Time for Decorating | |
| Wedding- Cash Bar <small>(minimum purchase must be met)</small> | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Wedding- Hosted Bar <small>(minimum purchase required)</small> | <input type="checkbox"/> YES <input type="checkbox"/> NO \$ |
| Caterer Information | |

By signing below, I acknowledge I have read and agree to the Terms & Conditions defined in this Rental Agreement.

(Renter's Signature)

(Date Signed)

(Approved by Madison County Winery- Signature)

(Date Signed)

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| Madison County Winery Use ONLY | |
|--------------------------------|--|
| Total Rental Fee | |
| Date Deposit Received | |
| Balance Due | |
| Notes | |

Check, cash, or credit card for deposit and final payment! Additional fee added for credit card payments!

Floor Plan for Event (draw it out)