

Hood Crest Party Agreement

Hood Crest Winery

1900 Orchard Road, Hood River, OR 97031 P: 541-716-0140 F: 541-386-8815

PARTY AGREEMENT

To reserve a Party at Hood Crest Winery (HCW), you (the "Reserving Person(s)") must sign and provide any information requested by this Party Agreement (the "Agreement"), and send the completed and signed Agreement to the Hood Crest Winery Management via fax (541-386-8815) or email (info@hoodcrestwinery.com). An email confirmation will be sent to the email address specified in your fax or email once the required deposit is received and the reservation is processed in the Hood Crest Winery internal reservation system.

I, _____ (the Reserving Person(s)), hereby agree to the following terms and conditions, and I authorize Hood Crest Winery to use the credit card listed below to charge any deposit, as well as other charges associated with this Party. I hereby affirm that I am authorized to reserve a Party on behalf of _____ (organization or host name, if any. If no organization or host, enter "N/A").* I understand that the minimum deposit to reserve an event is 100% of the room rate followed by 50% of Food and Beverage upon completion of the preliminary charges page. (The Food and Beverage Minimum is comprised only of the food and beverage costs, excluding taxes, gratuity, service charges and other charges)

* If the Party is reserved on behalf of an organization or host, the organization or host shall be bound by the terms of this Agreement and shall be liable for any payment due under this Agreement.

- Menu prices are subject to change by Hood Crest Winery up to ten (10) calendar days prior to the Party.
- If the total food and beverage costs accrued at the end of the Party, excluding gratuity, and other charges, do not meet the Food and Beverage Minimum at the end of the Party, the entire Food and Beverage Minimum, along with associated gratuity and other fees, will be charged. All Charges must be settled at the end of the event, prior to departure and after the premises have been inspected by Hood Crest Winery Staff. Payment must be made in full via the agreed to method; to include, but not exclusive to the credit card provided in this Agreement.
- Hood Crest Winery shall provide food and related services for this Party as outlined specifically in this Agreement. No outside catering or food is allowed without prior agreement of the Hood Crest Winery management.
- This Agreement constitutes the entire agreement related to the Party. At an agreed upon date after the Reserving Person(s) have submitted the Agreement to Hood Crest Winery, Hood Crest Winery will send the Reserving Party, one (1) additional document requiring the Reserving Party's signature governing costs and selections, as applicable of; food, beverages and services. That additional document is entitled "Summary of Charges." That document, once signed by the Reserving Person(s), shall be incorporated herein and shall become subject to and a part of this Agreement.

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Cancellation

- If the Reserving Person(s) cancels the Party thirty (30) or more calendar days prior to the party's date, Hood Crest Winery will refund 75% of the deposit amount paid.
- If the Reserving Person(s) cancels the Party fifteen (15) or more calendar days but fewer than thirty (30) calendar days prior to the party's date, Hood Crest Winery will refund 50% of the deposit amount paid.
- If the Reserving Person(s) cancels the Party between eight (8) and fourteen (14) days before the party's date, Hood Crest Winery will retain the entire deposit.
- If the Reserving Person(s) cancels the Party seven (7) or fewer calendar days prior to the party's date, the reserving Person(s) will be charged the full amount of the selected Food and Beverage Minimum, and Room Fee agreed to herein. Payment must be made in full at the time of cancellation via the agreed to method; to include, but not exclusive to the credit card provided in this Agreement.
- By signing this Agreement, the Reserving Person(s) agrees that Hood Crest Winery may charge the credit card provided in this Agreement for all amounts due pursuant to this Agreement.

Guaranteed Guest Attendance

- Guaranteed Guest Attendance is the actual number of guests attending your Party. The Reserving Person(s) must provide the attendance figure to Hood Crest Winery, via telephone, email or fax, at least fourteen (14) calendar days prior to the Party.
- If the final Guaranteed Guest Attendance is not received at least fourteen (14) calendar days prior to the Party, the final bill for the Party will be calculated based on the highest estimated number of guests provided in the "General Information" section below.
- After the final Guaranteed Guest Attendance is entered into our Party Reservations records - whether by the required fourteen (14) calendar days prior notice to the Party or by default - any increase in the guest count, if communicated to HCW by the Reserving Person(s) fewer than seventy-two (72) hours in advance of the Party, May be subject to an additional \$250 or more room rental fee.
- After the final Guaranteed Guest Attendance is entered into our Party Reservations records - whether by the required fourteen (14) calendar days prior notice to the Party or by default - any addition food ordered, if communicated to HCW by the Reserving Person(s) fewer than seventy-two (72) hours in advance of the Party, will include a 15% add/change fee.
- If the actual attendance at the Party exceeds the guaranteed number of guests, additional charges for additional food, beverage and service, including additional room rates, will be assessed and will be reflected on the final bill. All Charges must be settled at the end of the event.
- With regard to Parties at which there are fifteen (15) or more estimated guests noted in this Agreement, if there is no menu pre-selected by a date agreed upon in writing by Hood Crest Winery and the Reserving Person(s), a chef-selected menu will be provided and the minimum food and beverage charge of \$1000.00 will charged to the Reserving Person(s)

If the actual attendance at the Party is fewer than the Guaranteed Guest Attendance in this Agreement, the Reserving Person(s) will be charged for the full amount based on the Guaranteed Guest Attendance herein.

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- Unless otherwise agreed to in writing, payment of the Party's unpaid balance must be made in full immediately following the end of the event, as well as other applicable charges referenced in the Agreement.

Reserving Person(s) Initials: _____

General Information

Time Limits: Dinners and all other evening events are for three (3) hours unless otherwise agreed to in writing. The Party must end, and must be vacated at the agreed upon end time. Failure to end the Party and vacate will result in a \$250 per hour (minimum one (1) hour) charge for each hour that exceeds the agreed upon end time. The earliest an event may begin is 11:00 am. In consideration of the neighboring properties, all events must end by 9:00 pm unless otherwise agreed to in writing.

Room Setup: A \$1000 minimum room fee is charged for space reservation accommodating up to 25 people. The fee increases by \$250 for attendance up to 50 totaling \$1250. An additional \$250 is added for parties attended by up to 75 guests totaling \$1500. An additional \$250 will be added for parties attended by up to 100 guests totaling \$1750. This charge does not include or guarantee closure to the public of the winery during regular business hours. * This does not include food, beverages, wine or gratuity, this is solely a space rental fee.

On the Premises: Guests are not permitted to move any furniture or fixtures into the rooms, sprinkle rice etc., use silly string or use sparklers. At the reasonable discretion of the management of Hood Crest Winery, any damage to the event room will be charged and added to the final billing.

The Reserving Party shall be responsible for removing any personal items brought to use during the Party. Any remaining personal items will be donated, or otherwise disposed of by Hood Crest Winery, after five (5) calendar days. Hood Crest Winery has approved ADA parking and 2 ADA compliant unisex bathrooms. Additional portable toilets are available for rental, call for type, current pricing and availability.

*Closure of the winery during regular business hours, if applicable, will be negotiated on a separate document and added to this agreement as an addendum.

Event Details: Hood Crest Winery will provide tables, chairs, plates, glasses, flatware and serving dishes. If you require alterations or additional setup services, there will be a service charge of \$50 per hour (minimum one (1) hour) charged to your final bill. These services include (but are not limited to) arranging special flowers/centerpieces, assembling guest favors, and arranging place cards for assigned seating. Special requests for tables, chairs and table linens can be accommodated and may be obtained for an additional fee. Charges for any requested upgrades will be added to the final invoice and charged and added to the final billing and must be paid in full at the end of the event.

Beverages: All beverages are tallied as consumed and charged to the Reserving Party's final bill. A tended bar with sodas, juices, and mineral water is set up at every event. Wine and beer can be stocked at no additional setup fee, and all will be charged to the final bill. This tally will include open bottles of wine, which guests may take home with them. Beverage pricing is based on the winery's current prices. Hood Crest Winery does not allow any outside beverages to be opened and/or served at events. A cash bar is permitted.

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Final Payment: An addendum to this Agreement titled "Summary of Charges," listing the estimated food, beverage, and service costs, will be provided by Hood Crest Winery upon receipt of the customer's selected menu items and Guaranteed Guest Attendance figure. The Reserving Person(s) will receive the Summary of Charges approximately one to two weeks before the event. Unless otherwise agreed to in writing. Immediately following the end of the Party, a final invoice will be presented to the Reserving Person(s) and final balances to include any additional applicable service charges discussed in this agreement or incurred during the party will be charged and paid in full by the end of the event, prior to departure and after the premises have been inspected by Hood Crest Winery Staff.

Miscellaneous: In the unlikely event that a Party attendee damages Hood Crest Winery property, the Reserving Person(s) understands that the Reserving Person(s) may be held responsible for the costs of repairing or replacing damaged property. The person(s) signing this Agreement warrant(s) that they are authorized to bind the Person(s) or entity for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Any disputes associated with the Party(s) discussed herein shall be interpreted pursuant to Oregon State law, and the prevailing party in litigation to any such dispute shall be entitled to his/her/its reasonable attorneys' fees and costs. Hood Crest Winery shall not use the Reserving Person(s) name in any manner whatsoever except for in connection with the services provided under this Agreement. The parties to this Agreement may not assign it or any parts thereof without the prior written consent of the other party.

I _____ hereby agree to the terms and conditions of this Agreement, and I authorize Hood Crest Winery to apply all charges to the credit card listed in this Agreement.

• **Event staff reserves the right to check identification, as well as refuse service to any person who is suspected of being intoxicated or underage.**

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Name of Party_____

Requested Date _____

Time of Event (Start and End Times) _____

Estimated Number of Guests _____(Provide Range)

Requested Food Service Start Time_____

The Reserving Person(s) Address:

Street

City

State

Zip Code

Phone

Email

Organization Name or Host (If Different from Reserving Person(s))

Card Preference: VISA/MASTERCARD/AMEX/DISCOVER

Name on Card: _____

Credit Card Number_____

Expiration Date: _____Security Code: _____

Card Holder's Billing Address: (if Different from above)

Street

City

State

Zip Code

Phone

Email

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Amount Charged \$ _____

Preliminary Charges and Information

Guest Estimate

INT____

Room Fee

INT____

Food and Beverage Menu

INT____

Special Instruction

(i.e.) food service should begin at / bar is host up until \$? if applicable

INT____

BAND FEE

INT____

Reserving Party Signature Date

_____ **(Organization or Host name, if different from
(Reserving Party)**

Hood Crest Winery

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Summary of Charges Page

Name of Party_____

Date _____

Time of Event (Start and End Times) _____

SUMMARY OF CHARGES

INT____

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Reserving Party Signature Date

_____ **(Organization or Host name, if different from
(Reserving Party)**