

Waters Edge Venue Rental Agreement

7805 Georgetown Street Louisville, Ohio 44641

Phone: (330) 875-0100

Email: info@watersedgevineyard.com

This contract defines the terms and conditions under which **Grape Escape LLC dba Waters Edge**, (hereinafter referred to as Waters Edge), and _____ (hereafter referred to as the Customer) agree to the Customer's use of the Waters Edge facilities on _____ (reception/event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Grape Escape LLC and the Customer.

Customer Information

Customer Name(s): _____

Address: _____

Telephone #: (H) _____ (W) _____ (C) _____ Email Address: _____

Contact Person Name: _____ Phone: _____

Proposed Event: _____ Approximate Number of Guests: _____

Type of Event #1: _____ Type of Event #2: _____ Type of Event #3: _____

Location of Event #1: _____ Location of Event #2: _____ Location of Event #3: _____

Date of Event #1: _____ Date of Event #2: _____ Date of Event #3: _____

Time of Event #1: _____ Time of Event #2: _____ Time of Event #3: _____

Venue Selection

You have selected the following venues for your event at the Waters Edge Complex:

_____ **Great Hall (Barn)** _____ **Ballroom (Upper Level - Original Clubhouse)**

_____ **Outdoor Pavilion** _____ **Rathskeller (Lower Level - Original Clubhouse)**

_____ **Wedding Site (Location: _____)**

The venue/s described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue/s.

Rental Deposit and Payment Agreement

The total cost for use of the Waters Edge and its facilities described in this contract is listed above. To reserve services on the date/s requested, the Waters Edge requires this contract be signed by Customer and an initial payment of \$1,000 be deposited for the Great Hall, with deposit of \$500 for all other venues. A second payment of fifty percent (50%) of the balance is due six months prior to the event date. Payment of the remaining balance of the rental fee is due sixty (60) days in advance of the event. Deposits and payments will be made by cash or personal check (made payable to **GRAPE ESCAPE LLC**) on the schedule noted below. A receipt from Waters Edge will be provided for each.

Scheduled Payment

Initial Rental Deposit

Second Rental Payment

Remaining Balance

Amount

Date Due

(With Signed Contract)

All checks should be made payable to:

GRAPE ESCAPE LLC

Please return signed rental agreement, all attachments and initial deposit to:

Waters Edge (c/o Diane Watson)

10876 Billingham Avenue NW

Uniontown, Ohio 44685

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.

Date Changes and Cancellation Policy

1. **Changes:** In the unlikely event the Customer is required to change the date of the event or Wedding, every effort will be made by Waters Edge to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that Waters Edge is not responsible for these compromises in quality.
2. **Cancellation:** In the event customer cancels the event, customer shall notify Waters Edge immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
 - A. In the event Customer cancels the event more than one year prior to the event, Customer shall forfeit to Waters Edge as liquidated damages one-half (1/2) of deposit.
 - B. In the event customer cancels the event less than one year but not more than six months prior to the event, Customer shall forfeit to Waters Edge as liquidated damages the entire deposit.
 - C. In the event Customer cancels the event less than six (6) months but more than three (3) months prior to the event, Customer shall forfeit to Waters Edge as liquidated damages fifty percent (50 %) of the rental fee.
 - D. In the event customer cancels the event less than three (3) months prior to the event, Customer shall forfeit to Waters Edge as liquidated damages the entire rental fee.

CONDITIONS of USE

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property, or placed in a dumpster provided on site.

EVENT SET-UP LIMITATIONS

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
2. Rental items must be scheduled for pick-up no later than 12-midnight (unless other arrangements have been approved).
3. Alcohol service must stop no later than 11:00 PM (or maximum of 5-hours if occurring sooner).
4. Music (DJ or live music) must stop no later than 11:00 PM. Waters Edge does not permit "LAST CALLS".
5. All guests must be off the Waters Edge premises no later than midnight the day of the event (except clean-up crew, with all clean-up to be done by 1:00 am).

SITE VENDORS

Waters Edge has a list of approved caterers to choose from. Each caterer on this list is familiar with the Waters Edge venues, rules and regulations. Each caterer provides excellent food and exceptional service. Each one of these approved caterers carries the Waters Edge required liability insurance. They offer a variety of menus, various serving accommodations and price ranges.

1. If Customer requests a different food service company, they must be pre-approved by Waters Edge and meet their rules and regulations.
2. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated areas at the conclusion of the event.
4. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.
5. DJ/Bands are not permitted under any circumstances to announce "LAST CALL".
6. No vendor is permitted to consume alcohol during the event. They are welcome to any non-alcoholic beverages at no charge through our bar service.

WEDDING CEREMONIES

Customer is responsible for providing ceremony coordinator, officiate, ceremony music and sound system.

WEDDING REHEARSAL

Rehearsals may be held on-site. The date and time is to be coordinated with and approved by Water Edge.

REHEARSAL DINNER

Rehearsal Dinners are permitted to be held in the Rathskeller, Ballroom or Pavilion (if available) under separate agreement. Discounts may apply for Customers contracting with Waters Edge for their main Reception Venue.

RESPONSIBILITY AND SECURITY

Waters Edge does not accept any responsibility for damage to or loss of any articles or property left at Waters Edge prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to the Waters Edge Complex by the Customer(s), his guests, invitees, employees or other agents under the Customer(s) control. Further, Waters Edge shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause. The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Waters Edge for any such loss, damage, or injury of claims and demands against Waters Edge for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Waters Edge free and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by Waters Edge is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Waters Edge. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to Waters Edge will be returned to Customer within thirty (30) days or Waters Edge will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY

Customer agrees to indemnify and hold harmless Waters Edge, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

INSURANCE

Waters Edge shall carry liability and other insurance in such dollar amount as deemed necessary by Waters Edge to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Waters Edge which shall be named as an additional insured for the duration of this Contract.

CLEAN-UP

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Waters Edge at Waters Edge cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Waters Edge is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors.

The Customer is responsible for any and all damages to Waters Edge Venues and surround site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

RESERVATION OF RIGHTS

Waters Edge reserves the right to cancel agreements for non-payment or for non-compliance with any of the **Rules and Conditions of Usage** set forth in the Agreement. The rights of Waters Edge as set-forth in this Agreement are in addition to any rights or remedies which may be available to Waters Edge at law or equity.

JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of Ohio. The Parties consent to the exclusive jurisdiction of and venue in either the Canton Municipal court or the Court of Common Pleas of Stark County, Ohio and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney’s fees incurred by Waters Edge associated with any breach of this Agreement.

ALCOHOLIC BEVERAGES

The Waters Edge does not permit “provide your own alcohol” programs. Waters Edge offers affordable bar packages for you to choose from. All bar packages are based on a 5 hour maximum bar.

Bar Rules and Regulations **Initial: X** _____

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. “Shots”, “Jagers” (Jägermeister), “Energy Drinks” and Fireball will not be permitted at any time.
4. Customer hereby agrees to use their best efforts to insure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
5. Customer hereby expressly grants to Waters Edge, at Waters Edge’s sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the Waters Edge representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
6. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer’s function or event.

Includes Amenities

Tables and chairs, security persons are provided as part of the Waters Edge rental agreement, unless noted otherwise.

Table Setup: **Initial: X** _____

- Table Setup: 100-249 person choice of round or rectangular or a combination for tables setup.
- 250-300 person choice of rectangular or combination of round and rectangular table setup.
- 300-350 person all rectangular table setup.

Package: (see attached pricing page for details)

The Classic: _____ The Signature: _____ The Premier: _____

Additional Notes:

RESERVATION PROCESS

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of a Waters Edge Venue. The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer: _____	_____
(Print)	(Print)
_____	_____
(Signature) (Date)	(Signature) (Date)

Waters Edge: _____
(By) (Date)

Waters Edge

RULES AND CONTIONS FOR USAGE

(Alphabetized)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See www.candleimpressions.net – the candles light automatically at the time set and run for 100 hours on a small battery).

CHILDREN: There have been times we have had guests at the complex whose children were not properly supervised. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules (They are not permitted near the pond).

PLEASE RESPECT NATURE! We would greatly appreciate it if persons do not disturb plants, rocks, trees or other natural gifts. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds.

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions. (When questions arise, **do not** designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

COURTESY PROTOCOL: The Waters Edge reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES / DELIVERY TRUCKS: There is a size limit to the height and length of vehicles entering the complex due to the damage inflicted to our trees. Please coordinate limits with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: Only push-pins and drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by Waters Edge. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer(s) and the venue.

Note – The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location.

Note – The use of birdseed is permitted only outside for wedding and reception farewells. Rice, confetti, flower petals, balloons, glitter fog machines, pyrotechnics, sparklers and blowing bubbles are not permitted inside or outside the facilities.

ALL DECORATIONS MUST BE APPROVED BY WATERS EDGE.

EVENT ENDING TIME: All events must end by 11:00 PM to comply with Township/County sound ordinances and in order to allow for clean-up and closure of the site by 1:00 AM.

Initial Here _____

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your **Clean-up Committee** take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Waters Edge dumpsters.

GARDENS: Our gardens have been designed to be enjoyed by all. It is the responsibility of the parent to keep their children out of the gardens and landscaped areas.

GUESTS: Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

HANDICAP ACCOMMODATIONS: We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds. All venues on the property are handicapped accessible.

MUSIC AND ENTERTAINMENT: Due to the proximity of the Waters Edge to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Waters Edge event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Waters Edge reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. Waters Edge also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

Note: Although we are situated on 17-acres, we are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

PARKING: Parking is available at the designated areas on the East side of the complex (gravel and grass areas). Persons shall pull into the cables that identify parking locations. Handicap accessible parking spaces are provided at the posted areas adjacent to the sidewalks. Parking is not permitted on the main street (Georgetown Street) or any access drive to a venue building.

PETS: Sorry, absolutely no pets allowed. However, a family pet actually involved in an event will be considered.

PHOTOGRAPHY: The many natural settings around Waters Edge were maintained and developed for the enjoyment of all events. We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception photograph sessions. All times for utilization of different areas at Waters Edge will be coordinated with the schedule for each venue's Customer. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by Waters Edge. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Waters Edge planning staff.

SIGNAGE: You may post your group's sign or hang balloons at the front entrance on Georgetown Street, but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

SMOKING: The Waters Edge is a non-smoking facility. Ash-buckets will be provided and smoking permitted in the deck areas only.

Initial Here _____

SECURITY: A security guard/s will be present for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions). This service is non-negotiable. The cost of the service is included as part of the venue rental (unless noted otherwise).

CATERING: The catering service areas in each of the venues are not intended to be used as a kitchen for meal preparation.

SPEED LIMIT: The speed limit on the Waters Edge complex is 5 mph and is strictly enforced for the safety of your guests.

TABLES AND CHAIRS: Waters Edge is providing tables and chairs as part of our rental package, unless noted otherwise. We have over 800 chairs with comparable numbers of tables (50 percent round and 50 percent rectangular) to accommodate our venue occupancies. The 60-inch diameter round tables (seats 8) and 96-inch by 30-inch rectangular tables (seats 10). The earliest booking date for a particular day has the first right of selection regarding table types. Each venue will be provided only the maximum number of chairs based on the approved occupancies.

TOILETS: Each venue has adequate toilets for their occupancy except the Outdoor Pavilion. The Pavilion guests will utilize the Toilet Rooms located on the Lower Level of the Clubhouse Building (Adjacent to the Rathskeller). These Toilet Rooms can be accessed from the West Door (follow signage). All Toilet Rooms are handicap accessible.

WEATHER: The weather is usually suitable for outside events from May 15 until October 15. Since most of our venues are booked-up for events in advance, please be advised that unless you reserve the Pavilion or one of the other venues at the time you schedule the main reception hall, we may not have any additional indoor facilities available to serve as a "weather back-up plan". Should there be inclement weather on your reserved day, we will approve your last-minute rental of tents, canopies or heaters, provided they are set-up at an acceptable location.

WEDDING GAZEBO / ARBOR: The Gazebo and Vineyard Arbors may be used as wedding sites and for pictures (Chairs required for a wedding ceremony are to be provided and set-up by Waters Edge based on the standard rental policy). If the Pavilion has already been rented as a venue for a different group, then special permission must be granted to utilize the Gazebo for another party's ceremony. Pictures are permitted to be taken at the Gazebo and Arbor sites by all parties, but shall be coordinated for use between all site venues.

WEDDING REHEARSAL: In order to not conflict with other venue rentals, rehearsals are planned for Thursday evenings (unless a different date is approved). The Rathskeller and Ballroom are the only venues that may be available for on-site rental to accommodate a dinner event after the wedding rehearsal. The complex must be vacated after completing the rehearsal program. The main event halls will not be available to decorate after the rehearsal.

LOGISTICAL PLANS: The Waters Edge planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

WEDDING POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at the Waters Edge. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Signature _____