

Big Horse Vineyards

WEDDING CONTRACT

This contract defines the terms and conditions under which **Big Horse Vineyards**, (hereinafter referred to as BHV), and _____ (hereafter referred to as the Customer) agree to the Customer's use of the BHV facilities on _____ (event date). This contract constitutes the entire agreement between 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 Big Horse Vineyards and the Customer.

Customer Information

Customer Name(s): _____

Address: _____

Phone: _____ Email: _____

Date of Event: _____ Approximate # of Guests: _____

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

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

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

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

Venue Selection

You have selected the following venues for your event at Big Horse Vineyards

_____ Wedding Pergola*

_____ Covered Pavilion

_____ Event Center*

_____ Patio*

*Venues included in \$4,000 rental fee

Ceremony Site: _____ Approximate # of Guests: _____

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** 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 side, 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 BHV and its facilities described in this contract is listed above. To reserve services on the date(s) requested, BHV requires this contract be signed by Customer and an initial, non-refundable payment of **\$1000.00** be deposited. Payment of the remaining balance of the rental fee is due two (2) weeks prior to the event. Deposits and payments will be made by cash, card, or personal check (make payable to **Big Horse Vineyards**) on the schedule noted below. A receipt from BHV will be provided for each.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Duet</u>
Initial Rental Deposit	_____	With Signed Contract
Second Rental Payment	_____	_____
Remaining Balance	_____	_____

All checks should be made payable to:

Big Horse Vineyards

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

Big Horse Vineyards

11603 N County 9 Highway

Lewistown, Illinois 61542

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

DATE CHANGES AND CANCELLATION POLICY

Changes: In the event the Customer is required to change the date of the event or Wedding, every effort will be made by BHV 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 the Customer. The Customer further understands that last minute changes can impact the quality of the event and that BHV is not responsible for these compromises in quality.

Cancellation: In the event Customer cancels the event, Customer shall notify BHV immediately in writing or by signed email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that liquidated damages are reasonable.

- A. In the event Customer cancels the event more than one year prior to the event, Customer shall forfeit to BHV 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 (6) months prior to the event, Customer shall forfeit to BHV 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 BHV as liquidated damages fifty (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 BHV 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 or vaping 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 _____.
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.
5. All guests must be off the BHV premises no later than 11:30 PM the day of the event (Clean-up may resume the following morning at a time discussed with the venue staff).

SITE VENDORS

Caterers: BHV has a list of approved caterers to choose from. If the customer chooses to select a caterer(s) that is not on this list, it must be pre-approved by BHV and requires a flat fee of \$350.00. No caterer can be used that is not on this list without prior approval of BHV. Each one of these approved caterers must be a certified food handler and carry the required liability insurance.

1. If Customer requests a different food service company, they must be pre-approved by BHV and meet their rules and expectations.
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.

WEDDING CEREMONIES

Wedding ceremonies may be held in the Reception Venue (with rental) for no additional charge. Additional fees may apply for reset of room from ceremony to reception. Customer is responsible for providing ceremony coordination, 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 BHV.

REHEARSAL DINNER

Rehearsal Dinners are permitted to be held in the Barrel Room, Covered Patio, or Event Center (if available) under a separate agreement. Discounts may apply for Customers contracting with BHV for their main Reception Venue.

RESPONSIBILITY AND SECURITY

BHV does not accept any responsibility for damage to or loss of any articles or property left at BHV prior to, during, or after the event. The Customer(s) agrees to be responsible for any damage done to the BHV buildings or premises by the Customer(s), guests, invitees, employees or other agents under the Customer(s) control. Further, BHV 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 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 BHV for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold BHV free and harmless from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE (Forse Majeure)

The performance of this agreement by BHV 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 BHV. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to BHV will be returned to Customer within thirty (30) days or BHV 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 BHV, 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, negligent 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

BHV shall carry liability and other insurance in such dollar amount as deemed necessary by BHV 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 BHV 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. Any items left behind will require a \$200 labor charge per hour to be removed. A \$100/day storage fee will accumulate until two (2) days after the conclusion of the event, in which the items will be discarded. 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. BHV is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors.

RESERVATION OF RIGHTS

BHV 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 BHV as set-forth in this Agreement are in addition to any rights or remedies which may be available to BHV at law or equity.

JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of Illinois. Customer agrees to pay reasonable attorney's fees incurred by BHV associated with any breach of this Agreement.

ALCOHOLIC BEVERAGES

Customer will not pickup or sell any alcoholic beverages - It is understood and agreed that the Customer may serve beverages containing alcohol (including but not limited to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter called "Alcohol," upon the following terms and conditions:

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. 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.
4. Customer hereby expressly grants to BHV, at BHV's sole discretion and option, to remove any person(s) from the Venue, if in the opinion of the BHV 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.
5. 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.

INCLUDED AMENITIES

Tables and chairs, bartenders and appropriate persons are provided as part of the BHV rental agreement, unless noted otherwise.

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 BHV Venue.

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer: _____
(Customer) (Customer)

(Signature) (Date) (Signature) (Date)

Big Horse Vineyards: _____
(Approving Official) (Date)

Rehearsal Date _____ Rehearsal Time _____ Rehearsal Location _____

Wedding Date _____ Wedding Time _____ Wedding Location _____

Reception Time _____ Reception Location _____

Officiate _____

Caterer _____

Music/DJ _____

Other _____

Other _____

Additional Notes:

Big Horse Vineyards

RULES AND CONDITIONS FOR USAGE (ALPHABETIZED)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The battery operated “flameless” candles are permitted for use.

CATERING (EXTERNAL): If Customer utilizes external catering services, said caterer does not have permission to use BHV kitchen for the preparation of the meal. The caterer may use the kitchen for staging if it is approved by BHV representative. Caterer or Customer is responsible for providing dinnerware/utensils and for trash management during dinner service.

CHILDREN: Children under the age of 18 are your complete responsibility. For the safety of all, child supervision is always required during events. Children are not permitted to be left unattended and allowed to run upstairs or anywhere unsupervised. 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 without direct supervision).

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 staff should problems/concerns/questions arise.

COURTESY PROTOCOL: Big Horse Vineyards 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: Please provide us delivery dates and times of any rentals/catering so that we may meet them and show them where to leave items.

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.

Initial Here _____

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 BHV. Decorations may not be hung from light fixtures or sprinkler system. 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. NO duct tape, electrical tape, packing tape, or double stick tape is permitted. 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, artificial flower petals, glitter, fog machines, and pyrotechnics are not permitted.

ALL DECORATIONS MUST BE APPROVED BY BIG HORSE VINEYARDS

EVENT END 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 no later than 11:30PM.

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 BHV dumpster.

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 have designated handicap parking areas and level parking lot to patio transition as well as ramps.

MUSIC AND ENTERTAINMENT: Music (both live and recorded) must be contained at an acceptable sound level so as not to disturb the surrounding residents. The BHV coordinator will help to establish and maintain acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. BHV reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion.

Note- Although we are situated in a rural area, we are keenly aware that sound travels and therefore make every attempt to be considerate of our neighbors' privacy.

Initial Here _____

PARKING: Parking is available at the designated areas on the North and West (gravel and grass) areas surrounding the buildings. Handicap accessible parking spaces are provided at the posted areas in front of the main entrances. Parking is not permitted on the County road or any neighboring drives.

PETS: No pets are allowed inside BHV facilities unless special permissions are granted prior to the scheduled event.

PHOTOGRAPHY: The many natural settings around BHV 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 weddings/reception photograph sessions. All times for utilization of different areas of BHV 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 (we will consult with Customer and photographer prior to use of media).

POND: There are two ponds located on the premises. Under NO circumstances will swimming or recreation be permitted. Please keep young children away from the waters edge.

REFRIGERATOR / FREEZER SPACE: The use of refrigerator and freezer spaces on site are based on priority. If there is additional space available after BHV needs are met, the Customer(s) may use said spaces with prior approval from BHV. All items MUST be removed at the conclusion of scheduled event.

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

SIGNAGE: You may post your group's sign or hang balloons at the front entrance, but please do NOT attach anything to or cover up our signs, or nail/screw anything to the trees. All signs must be removed from the premises at the conclusion of the event.

SMOKING: BHV is a non-smoking facility (includes e-cigarettes and vapes). Ash-buckets will be provided and smoking permitted in areas a minimum of 20 feet from the buildings. Please be respectful of other guests and dispose of cigarettes responsibly.

TABLES AND CHAIRS: BHV is providing tables and chairs as part of our rental package, unless noted otherwise. We have 60-inch 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.

Initial Here _____

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 rent of tents, canopies, or heaters provided they are set-up at an acceptable location.

WEDDING PERGOLA/PAVILION/PATIO: The Pergola, Pavilion, and Patio may be used as wedding sites and for pictures (chairs required for a wedding ceremony are to be provided and set-up by BHV based on the standard rental policy). If one of these venues has already been rented for a different group, then special permission must be granted to utilize another venue for a second party’s ceremony. Pictures are permitted to be taken at the sites by all parties, but shall be coordinated for use between all site venues.

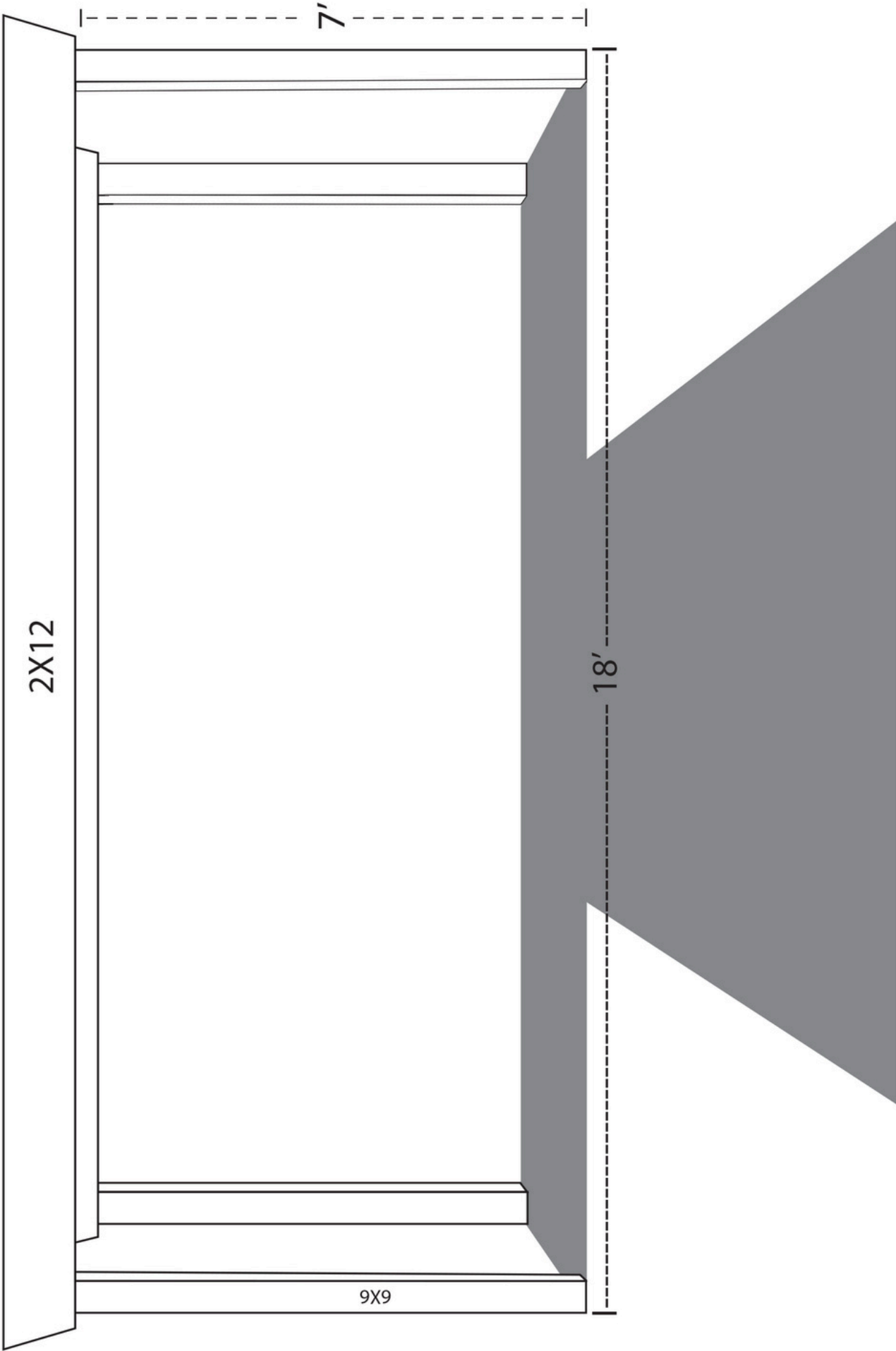
WEDDING REHEARSAL: In order to not conflict with other venue rentals, rehearsals are planned for Thursday or Friday evenings (unless a different date is approved). The Barrel Room and Event Center are the only venues that may be available for on-site rental to accommodate a dinner event after the wedding rehearsal. The complex must be vacated after completing the rehearsal program. Prior arrangements may be made with BHV staff to accommodate decorating after the conclusion of the rehearsal.

LOGISTICAL PLANS: BHV 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 Big Horse Vineyards. 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, photographer, etc., that they must also conform to this set of guidelines.

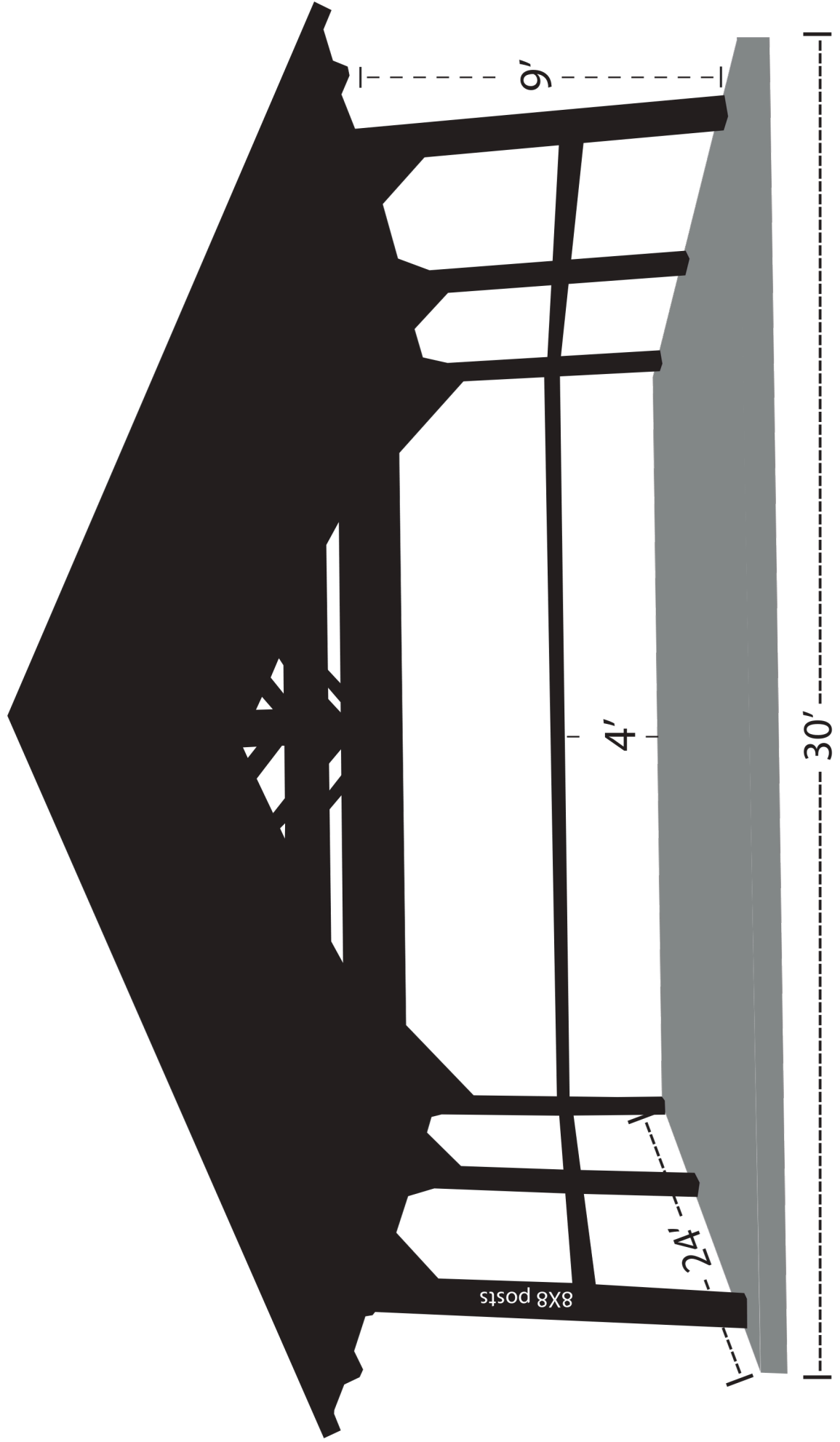
Signature: _____ Date: _____



WEDDING PERGOLA



WEDDING PAVILION



Big Horse Vineyards

CATERING

STARTERS

SPINACH ARTICHOKE DIP

CREAMY SPINACH, GARLIC, AND ARTICHOKE MIXED WITH PARMESAN CHEESE AND SERVED WITH ASSORTED CRACKERS.

\$60 - FEEDS 20

FRUIT TRAY

A VIBRANT ARRAY OF MELON, STRAWBERRIES, GRAPES, AND OTHER LOCALLY SOURCED FRUITS.

\$60 - FEEDS 20

VEGETABLE TRAY

A TRAY OF CRISP CELERY, RED PEPPERS, BROCCOLI, CARROTS, AND OTHER SEASONAL VEGETABLES. ACCOMPANIED BY A RANCH DIP.

\$60 - FEEDS 20

Big Horse Vineyards

CATERING

ENTRÉES

CHOICE OF TWO ENTRÉES FOR 200 GUESTS OR MORE

RIBEYE

A JUICY, 10OZ CUT OF BEEF SEASONED AND COOKED TO TENDER PERFECTION.

\$35.00 PER PLATE

BAKED MOONLIGHT CHICKEN

A 5OZ BAKED CHICKEN BREAST SEASONED WITH GARLIC, ONION, SAGE, AND ROSEMARY. SERVED IN OUR SIGNATURE MUSHROOM CREAM SAUCE.

\$28 PER PLATE

MARINATED GRILLED CHICKEN

MARINATED CHICKEN BREAST DRIZZLED WITH OLIVE OIL, SEASONED WITH ROSEMARY AND SAGE, AND GRILLED TO PERFECTION.

\$24 PER PLATE

SMOKED BRISKET

MOUThWATERING BRISKET SLOW SMOKED TO FALL-APART TENDERNESS.

\$28 PER PLATE

SMOKED PORK LOIN

A CENTER CUT PORK LOIN, SEASONED AND SMOKED TO ACHIEVE THE PERFECT FLAVOR.

\$25 PER PLATE

SPAGHETTI

SERVED WITH GARLIC BREAD AND A GARDEN SALAD

\$18.50 PER PLATE

ALFREDO

SERVED WITH GARLIC BREAD AND A GARDEN SALAD
ADD CHICKEN FOR \$3 PER PLATE

\$21.50 PER PLATE

PULLED PORK SANDWICH

SERVED WITH ONE SIDE

\$15.00 PER PLATE

BRISKET SANDWICH

SERVED WITH ONE SIDE

\$18.00 PER PLATE

DRINKS: TEA & LEMONADE

\$35 EACH

Big Horse Vineyards

CATERING

SIDES

CHOICE OF TWO SIDES FOR MAIN ENTREES

PASTA DISHES AND SANDWICHES ARE NOT INCLUDED

BAKED BEANS

BEANS BAKED WITH BACON AND BROWN SUGAR.

CHEESY POTATOES

HOMESTYLE POTATOES MADE WITH A BLEND OF MELTED CHEESES.

BAKED POTATOES

BAKED UNTIL TENDER AND SERVED WITH SOUR CREAM AND BUTTER.

COLESLAW

CABBAGE, CARROTS, ONION, AND OUR HOMEMADE SLAW DRESSING.

SEASONED GREEN BEANS

GREEN BEANS BAKED WITH ONIONS AND BACON.

MACARONI & CHEESE

HOMEMADE MAC AND CHEESE MADE WITH SHELL PASTA AND A MIXTURE OF MELTED CHEESES.

ROASTED RED POTATOES

HAND CUT RED POTATOES DRIZZLED WITH OLIVE OIL, SAGE, ROSEMARY, AND ONION. BAKED UNTIL GOLDEN BROWN.

GARDEN SALAD

A MIXTURE OF ICEBERG LETTUCE, TOMATO, CUCUMBER, AND CHEESE, TOPPED WITH SEASONED CROUTONS.

DINNER ROLLS

A VARIETY OF ROLLS SERVED WITH BUTTER.

Big Horse Vineyards

CATERING

SELECTIONS

STARTER: _____ QTY: _____

STARTER: _____ QTY: _____

STARTER: _____ QTY: _____

ENTRÉE: _____ QTY: _____

SIDES

OPTION 1: _____

OPTION 2: _____

SPECIAL ACCOMMODATIONS

Big Horse Vineyards

BAR PACKAGES

OPEN BAR

\$10 PER GUEST PER HOUR

INCLUDES WINE AND BEER

OPTION TO ADD 2 SIGNATURE DRINKS: \$15 PER GUEST PER HOUR

CASH BAR

GUESTS PAY BY CASH, CARD, OR APPLE PAY.

SET TAB

A PREDETERMINED DOLLAR AMOUNT

A credit card is placed behind the bar with a set dollar amount which, once met, the tab will be closed and the bar converts to cash bar. Customer decides what drinks are included: beer, wine, liquor, & shots.