

Chrysalis Vineyards Application for Use of Facility

Sponsoring Organization or Individual: _____

Corporation: _____ Partnership: _____ Individual: _____ Other (describe): _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ E-mail _____

(Event Chairperson or Organizer; Person to be Contacted)

Type of Event: _____

Item(s) selling (if any): _____

Event Date(s): _____

Hours: _____ Estimated Attendance: _____

Location(s) requested: (please refer to Appendix A & B for locations and fee structure)

Vines _____

Jenni’s Pavilion & Sarah’s Patio _____

Other _____

Fees and Payments

Location(s) Rental Fee: \$ _____

Tour/Tasting Fee (if applicable): \$ _____

Glass Rental Fee (if applicable) \$ _____

Tax (5% VA Sales Tax): \$ _____

Bar/Attendant Fee: \$ _____

A flat \$25 attendant fee is charged for all party rentals. Additionally, one Chrysalis staff member is required for every fifty guests or portion thereof, at a rate of \$25/hour per staff member, for parties starting after 5 p.m. Wine tastings, fees and staffing, are charged separately.

Total Renting Fee: \$ _____

Holding Fee
(1/2 of the Total Rental Fee): \$ _____

Security Deposit: \$ 250.00 (can hold CC # for payment)

Balance: \$ _____

Balance Due By: _____ (30 days prior to event date)

*One half of the rental fee must be paid by check, credit card, or money order at the time of reservation to hold the requested date. You have fifteen days to cancel this agreement to qualify for a full refund. **No refund will be given after fifteen days.** The final rental payment (including security deposit) is due thirty days before the event.

Certificate of Insurance: Certificate of Insurance to be provided to Chrysalis Vineyards fifteen days prior to the event. Coverage amounts are: Bodily Injury and Property Damage \$500,000. Higher limits may be required depending on size and type of event.

Rules and Regulations Applicable to Rental Facilities:

- 1) No alcoholic beverages to be sold on the grounds
- 2) By Virginia law, the only wines that may be consumed on the premises are Chrysalis wines. Lessee may serve beer and/or liquor on the premises after the necessary ABC banquet license has been obtained from the Virginia liquor control board (www.abc.state.va.us). A valid Virginia banquet license must be provided to a Chrysalis representative at least 24 hours before the event.
- 3) Chrysalis Vineyards will provide, at no charge to lessee, a portable “VIP-Flush” bathroom unit, for parties up to fifty (50) guests. For parties larger than fifty (50) guests, lessee must pay incrementally, \$100 for each additional fifty (50) guests. One bathroom-unit for every fifty (50) guests is required. Chrysalis Vineyards will arrange for the delivery and removal of the necessary similar, portable bathroom units. If lessee wishes alternative portable bathroom units, which require water connections and electricity, lessee must inform, and receive approval in advance from, Chrysalis Vineyards, of the type of bathroom rented, provide all necessary water hoses and electric cords, and the scheduled drop-off and pick-up dates.
- 4) All lessees will be required to pay all expenses involved in repair or replacement of damaged property at Chrysalis Vineyards. No portable or attached equipment or accessories are to be damaged in any way or to be removed from the facilities or grounds of Chrysalis Vineyards
- 5) All fees incidental to the rental of facilities are to be paid in the prescribed amounts and within the prescribed time factors as stated in this application for the contract to be valid.
- 6) The lessee is required by law to comply with all state, county, and city ordinances, and is solely responsible for the proper filing of all fees and obtaining of all permits and inspections as required in the interest of health and safety.
- 7) The lessee shall not assign or sublet any portion of Chrysalis Vineyards.
- 8) All minors shall be chaperoned to the satisfaction of Chrysalis Vineyards.
- 9) The lessee is required to obtain sign permits from the County of Loudoun before placing signs within the Corporate Limits of Loudoun County. Any signs placed at Chrysalis Vineyards must be approved by a representative of Chrysalis Vineyards prior to placement
- 10) All rentals are for the hours paid. Lessee and its agents will have access to the facilities one hour prior to the event start for set-up and one hour after the event for clean-up. The Lessee, its guests and agents must end the event by 10:00 p.m. in accordance with applicable regulations. Except for prior day tent set-up, additional fees of \$60/hour will be incurred if the Lessee, its guests and agents are on the property longer than the contracted period of time.
- 11) Lessee shall provide Chrysalis Vineyards with required information regarding all tent rentals, including the type and size of tent, exact placement of tent, scheduled set-up and removal of tent and contact information for tent rental company, including emergency contact number, at least seven days prior to the event.

Waiver of Public and Private Responsibilities:

- 1) Chrysalis Vineyards forbids the extension of any and all public and private utilities existing at the time the application is signed and waives all responsibility for the use of said utilities. Notwithstanding the foregoing, the normal use of portable electric extension cord(s) and public address system cord(s) that is consistent with safety requirements of the fire department is permitted.

- 2) It is understood and agreed that Chrysalis Vineyards will not be held liable for loss due to fire, burglary, vandalism, or theft of property belonging to any persons of the organization, or invitees of the sponsoring individual, both to be designated herein as the “Users”.
- 3) Chrysalis Vineyards will not be responsible for personal property damage or personal injuries sustained by the Users or their invited guests resulting from the use of its facilities.
- 4) Chrysalis Vineyards reserves the right to deny or discontinue the use of its facilities to any applicant.

Indemnity:

The applicant agrees to pay, protect, indemnify and to hold Chrysalis Vineyards harmless of, from, and against any and all liability, damages, costs, expenses, fees (including attorney fees), causes of action, suits, claims, demands, and judgments of any kind or nature whatsoever arising from:

- 1) Any work or thing done in or about the premises by the applicant or its servants, employees, contractors, “users”, or invitees; and
- 2) Injuries to or deaths of any persons or damages to the property at the premises or upon the common areas of the building caused by the negligence of the applicant or its agents, servants, employees, contractors, “users”, or invitees; and
- 3) Any negligent act or omissions on the part of the applicant or its agents, servants, employees, contractors, “users”, or invitees arising out of the occupancy or use of the premises or the use of the common areas of the buildings, grounds, and parking areas.

Lessee warrants and guarantees that all members of their party consuming alcohol on Chrysalis property are over the age of 21 and are legally entitled to drink in the State of Virginia. Lessee further accepts all responsibility, and holds Chrysalis harmless, for any abrogation of this guarantee.

Reminders:

Lessee is responsible for cleaning of grounds following event; this includes trash removal. If area(s) are not cleaned satisfactorily, a cleaning fee will be deducted from the security deposit in the amount of 20% of the base rental fee plus \$50/hr., \$100.00 minimum.

The security deposit will be debited to reimburse Chrysalis Vineyards for any damages, or clean-up charges, solely at the discretion of Chrysalis Vineyards. Damage will be deducted at the rate of cost of repair/replacement plus 15%. Any amount over the total of the security deposit will be billed and remitted by the applicant within thirty days. Any outstanding balance of the security deposit will be returned to the applicant within thirty days.

Acknowledgement:

I certify that I am authorized by the applicant organization or individual to submit this proposal, and that it is submitted in good faith and all information provided is true and correct to the best of my knowledge. The applicant organization or individual accepts this application when approved by an authorized representative of Chrysalis Vineyards as a binding agreement.

By signature the applicant acknowledges receipt of a copy of the contract application and the rules and regulations applicable to rental of facilities at Chrysalis Vineyards and agrees by signature to comply with any and all rules and regulations specified thereto.

<i>Signature of Authorized Agent</i>	<i>Position/Title</i>	
<i>Printed Name</i>	<i>Phone</i>	<i>Date</i>
<i>Chrysalis Vineyards Approval</i>	<i>Title</i>	<i>Date</i>

Please list the names, telephone numbers, and contact persons for your caterers, event organizers, etc.:

Please sign where appropriate and return pages 1-4 along with the required deposit to: Chrysalis Vineyards, 23876 Champe Ford Road, Middleburg, VA 20117-2942.