

**From:**

**Sarah Kammes**

Peltzer Winery

Venue

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[email protected] (/cdn-cgi/l/email-protection)



<b>Bill To:</b>	<b>Paige Bermudez</b>
	[email protected] (/cdn-cgi/l/email-protection)
<b>Project:</b>	<b>"Perris Union High School District"</b>
Type	Other
Date	Apr 01, 2023
Time	TBD
Location	Peltzer Winery, 40275 Calle Contento, Temecula, CA, 92591

# "PERRIS UNION HIGH SCHOOL DISTRICT"

## Version 5

### PROPOSAL

	QTY	UNIT	PRICE	SVC	TAX	TOTAL
<b>The Crush House -Space Rental</b>	<b>1.0</b>		<b>\$4,500.00</b>	✓		<b>\$4,500.00</b>
Includes:						
- 4 Hour event time- 6-10pm						
-All set up & clean up						
-Tables & Chairs						
-Service Team						
-PA System(Music/Mic)						
-Tables for check-in, raffle, gifts, etc.						
-Heaters						
<b>Appetizers Only</b>	<b>350.0</b>		<b>\$35.00</b>	✓	✓	<b>\$12,250.00</b>
<b>Drink Packages</b>						<b>\$0</b>
<b>♣ Non Alcoholic Drink Package</b>	<b>350.0</b>		<b>\$12.00</b>	✓	✓	<b>\$4,200.00</b>
Water, Ice Tea, Lemonade, and sodas						
<b>Security Deposit</b>	<b>1.0</b>		<b>\$500.00</b>			<b>\$500.00</b>

QTY UNIT PRICE SVC TAX TOTAL

Peltzer requires at the time of booking an additional minimum security/damage deposit of \$500.00. The security/damage deposit will be refunded within 15 days after the event only after the premises have been inspected and determined by Peltzer, in its sole judgement, to be in satisfactory condition

**TVWAHD Assmt 1.0 \$210.59 \$210.59**

March 2, 2021, the Riverside County Board of Supervisors adopted a resolution establishing the TVWAHD for a five (5) year term. The annual assessment rate is one percent (1%) of sales revenue from tasting room, retail, wine club, special event, wedding and restaurant sales, less any non-taxable transactions.

Subtotal:	<b>\$21,660.59</b>
Service Charge:	<b>\$4,609.00</b>
Tax Service Charge	✓
Tax (7.75%)	<b>\$1,632.07</b>
<b>Total Amount:</b>	<b>\$27,901.66</b>

**PAYMENT PLAN**

1.	\$4,185.25	Nov 3, 2022	#36821-007867	UNPAID
2.	\$8,370.50	Dec 1, 2022	#36821-007868	UNPAID
3.	\$7,672.96	Jan 12, 2023	#36821-007869	UNPAID
4.	\$7,672.95	Mar 11, 2023	#36821-007871	UNPAID

Total Amount: **\$27,901.66**

**CONTRACT**

# Weddings & Events Agreement

This confidential information and agreement is made between Peltzer Family Cellars, Inc. (Known as Peltzer) located at 40275 Calle Contento, Temecula, CA 92591 (The Company) and the undersigned client. This Event agreement dated Nov 3, 2022 (The Agreement) by and between "Perris Union High School District" and Peltzer, reserves for the following event:

**Event Name:** "Perris Union High School"

**Event Type:** Winter Formal Dance

**Reserved Location:** Crush House and surrounding patios

**Event Date:** April 1, 2023

**Event Time:** 6-10pm

**Guest Count:** 500 (MAX)

**Clients Address:** 155 E. 4th Street

**Approx. Cost:** \$ 27,901.66 - final number based on final guest count

Terms and conditions outlined below:

## **FUNCTION / INCLUSIONS:**

- Your event will include a five-hour (5) time period, end time not to exceed 10:00pm for outdoor events; 11pm for Crush House. Peltzer reserves the right to inspect and control all private functions. During your entire event we ask that you respect the residence and surrounding neighbors.
- Set-up and breakdown of provided items at the event site.

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## **TAX AND SERVICE CHARGE**

Applicable sales tax (7.75% - or current rate) and 22% service charge will be added to all charges. An additional 1% is added to our sales tax due to the TVWAHD Assessment.

## **FOOD & BEVERAGE POLICIES**

Facility use requires all food and beverage to be coordinated through Peltzer. Peltzer utilizes a handful of food vendors it will recommend depending on the theme of your wedding. No other food or beverages are allowed on property with the exception of cake or a candy bar.

To ensure compliance with County Board food handling regulations, food will be consumed on premises only during the contracted event times. No food is permitted to be taken off the buffet and packaged for consumption at a later time.

In compliance with California Liquor licensing, Peltzer is permitted to serve wine and beer only. **No hard alcohol is permitted on premises. No outside beverage may be brought on site.** California law prohibits the consumption of alcoholic beverages by persons under the age of 21. Any guest unable to show proof of age will not be served alcohol. Any violation of this law by client or any of his guests is grounds for immediate termination of the event without prior notice and without refund to the client. Client agrees to assure that no conduct or activities on the premises violate this law. All service that includes alcoholic beverages will also include non-alcoholic beverages.

All alcohol service will stop 30 minutes prior to the scheduled end of the event. We reserve the right to terminate bar service during the event if guests are displaying inappropriate behavior with no refund being issued.

No open alcoholic beverages are allowed to leave the property. If outside beverages are found they will be confiscated. Peltzer reserves the right to refuse service to anyone.

Our wines and beers are based on availability and inventory. All beverage selections will be finalized 30 days out from the event. We ask that your food menu be finalized at least 60 days prior to your event date.

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### **LIMITATIONS & SURCHARGES**

A minimum of 100 full paying adult guests are required for Fridays, 125 full paying adult guests for Saturdays and 75 full paying adults for Sundays. 50 full paying adults is our guest minimum Monday-Thursday. Guaranteed guest count must be received no later than 3 weeks (21 days) prior to your event date including guests, children and vendor meals. You may increase your guest count up to 48 hours prior to your event date. However your final guest count may only decrease 15% from original contracted guest count.

Children: Peltzer offers **50% off the final adult food cost** for children under the age of 12. Children under the age of 4 are free of charge.

Vendor Meals: Peltzer offers a **20%** discounted rate for vendor meals. Vendors will be seated in a location away from the guests. In the event a vendor is also a guest, the adult guest meal rate applies. Vendors are prohibited from consuming alcoholic beverages while on property.

Peltzer reserves the right to terminate any event where other outside food or beverages are brought on property (unless otherwise previously approved in writing).

### **VENDORS**

To ensure that your day runs seamlessly, Peltzer will provide you with a venue coordinator to assist you in menu selections, room design with our provided tables, vendor referrals, and a 1 hour rehearsal. All weddings require a full service planner, or day of coordinator to assist with the planning process. Some examples may include the following; ceremony design, table design, special seating charts or name card placement, setup/clean up of personal items, and managing the day of timeline. We do offer a preferred vendor list to help in the selection of your wedding vendors.

All vendors must be approved in advance by Peltzer. All outside vendors must provide a copy of liability insurance 14 days prior to the event date. See 'Insurance' for exact wording and requirements.

Due to the winery operating 7 days a week including the event date, vendors may arrive no sooner than **two hours prior to the scheduled start time of the event** and must enter through vendor entrance to unload. All vendor vehicles are to be parked in main parking lot 30 minutes prior to event start time. To assist with this communication your provided venue coordinator will share a set up timeline with ceremony and reception access times to make a seamless transition and set up.

All vendors must bring their own table(s), chair(s), linens, extension cords, etc. on event date. If any vendor needs electricity, they will need to provide Honda quiet generator or similar. (I.e. photo booth)

All vendors have 60 minutes after the conclusion of the event to breakdown and vacate the property. Overtime will be charged if vendors extend past the 60 minutes at a rate of \$150 per hour or any part thereof.

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## **MUSIC**

Music vendors must meet with Peltzer to ensure their understanding of noise ordinance laws. Please plan for your vendor to meet with us no later than one (1) month prior to your event. Peltzer Farms, Inc and Peltzer Family Cellars LLC will not be responsible or held liable for any lost or stolen equipment. **Music must end promptly at 10:00pm for outdoor events; 11:00pm for Crush House.** Electricity will be provided for 'standard' DJ system only. Anything outside this, the contracted music vendor must provide their own electricity.

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## **DECORATIONS**

Any special décor brought in for your event must be pre-approved by Peltzer. In order to keep our property clean, we prohibit the use of confetti, rice, birdseeds or glitter. Use of these items on property may result in additional charges. Any items that need to be hung on the existing structures must be approved in advance to ensure proper tacking material is used. It is the responsibility of the client to ensure their contracted decorator complies with all applicable laws and fire regulations. Any décor supplied by us is property of Peltzer and cannot be taken off property. If equipment is taken off property client will be charged accordingly.

Candles are required to be drip-less or be enclosed in a hurricane to prevent damage. In the event of damage to the linens or flooring, it will be the client's responsibility to cover cost.

Sparklers, Chinese lanterns, and similar items are prohibited in Riverside County. Balloon send offs are not allowed.

### **PHOTOGRAPHY RELEASE**

Client authorizes Peltzer to use, reproduce, and/or publish all visual materials, including photographs that may pertain to event without compensation. This material may be used in various publications, public affairs releases, marketing materials, or for other related endeavors. This material may also appear on Peltzer websites. This authorization is continuous and may only be withdrawn by Peltzer's specific rescission of this authorization.

If the terms of the photography release listed above are **not** agreed upon and client does not wish to have media with your image used, please **initial here:** SH

### **EVENT DEPOSIT/BILLING**

A non-refundable, non-transferable deposit in the amount of **15% of the estimated total amount, or \$ 4,185.25** \* **(whichever is greater) is due** is to be submitted with a signed copy of this agreement. This deposit will be credited and applied to your group's final balance, based on a guaranteed number of attendees and estimated charges. For payments, personal check, cashier's check and cash are accepted. Unpaid returned checks will be subject to a \$50 service fee. **All money paid to Peltzer is non-refundable and non-transferable.** All final charges for your event must be paid in full prior to your event date. If payments are not received according to the payment schedule below, we reserve the right to cancel the event and client will forfeit all deposits paid.

### **PAYMENT SCHEDULE**

The final balance, if any, is due three weeks (21 days) prior to your event (Mar 11, 2023 ) . All deposits are non-refundable and non-transferable. Additional guests above the final guest count will be billed.

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### **CANCELLATION**

All cancellations must be made in writing, return receipt acknowledged by the non cancelling party.

By Client: a cancellation by the Client for any reason whatsoever shall be deemed a default and Client shall not receive a refund of any monies paid thus far, including deposit and progress payments. Venue has sole discretion to apply any monies paid, minus the non-refundable deposit, to a future event.

By Venue: if the Venue must cancel the event due to no fault of the Client, Venue shall not refund any monies paid thus far but may credit the monies to a future event for Client.

### **DATE CHANGES**

There shall be a \$1,500 non-refundable fee paid by Client to change the date of an event due to a Client's change of situation.

In the event of a change of date due to Client situation (pregnancy, change of heart, etc.) there shall be no refund of any monies paid, including deposit and progress payments, but the amount of money paid thus far may be credited to a future date at sole discretion of Venue. A similar "prime time" slot (meaning Saturday and Sundays) cannot be guaranteed for the future date. Client and Venue shall work together to mutually agree on the future date. The future event must be scheduled within 18 months of the initially cancelled date or Client forfeits all monies paid, including deposit and progress payments.

### **DAMAGE/SECURITY DEPOSIT**

Peltzer requires at the time of booking an additional minimum security/damage deposit of \$500.00. The security/damage deposit will be refunded within 30 days after the event only after the premises have been inspected and determined by Peltzer, in its sole judgement, to be in satisfactory condition. The host of the event will be held responsible for all damages and expenses arising out of or incurred in connection with the event (including but not limited to property damage, misconduct, extra guests and unanticipated add-ons, etc. the day of). We reserve the right to inspect and control all private functions. Peltzer is not responsible for damage caused by client and/or guests. Additional damage deposit will only be charged if after inspection of grounds, buildings, counting of linens, silverware, barware, centerpieces and/or any other associated items are items missing or damaged. Any additional incurred fees such as additional cleaning fees or damage expenses will be charged accordingly. Client will be given a written account before charges are to be made.

### **MISCELLANEOUS**

- Peltzer is not responsible for any lost or stolen items.
- Peltzer is not responsible for the setup or tear down of any decor or personal items not provided by the venue.
- Occupancy of each Farm table is based on 8-10 guests; 72" rounds seat 10 guests. Fewer guests at each table will result in additional table and linen rental fees. **Furniture rental (i.e. Benches for Farm tables versus chairs) is required for the Crush House. Round tables of 10 (72" rounds) with linens are considered an upgrade and third party rental is required.** Farm tables and chairs are included with the Crush House. Round tables as well as farm tables and chairs are considered an upgrade at the Farmstead, and fees and third party rental applies.
- Firearms, knives, and all weapons are strictly prohibited on Peltzer property unless prior written approval has been granted by Peltzer. Permission is granted on a case by case basis such as military ceremonial swords used in some services. Any violation will be subject to immediate termination of the event without refund and the reporting to the police and subsequent legal action.
- Given the seasonal availability of certain food ingredients or seasonal factors out of our control, menus are subject to change at Peltzer's sole and absolute discretion.
- In the event of an emergency, the client or their guests are responsible to **call 911** for help.
- No personal belongings may be left on property prior to or after the event.
- Peltzer is not responsible for handling gifts. It is the responsibility of the client to handle and remove all gifts.
- All guests are required to vacate the premises within 30 minutes of the conclusion of the event.
- All personal items (cake pieces, toasting glasses, floral arrangements, decorations, etc.) shall be removed at the conclusion of the event. All items left on the premises for more than 48 hours will be considered trash and be discarded.
- Peltzer periodically decorates the facility to commemorate the season. Removal and resetting of these decorations will result in additional charges to the client.

- Peltzer reserves the right to hold on its property more than one event at the same time, on the same date (including but not limited to weddings, Crush Club membership events, public facing activities such as the Annual Peltzer Pumpkin Farm & Fall Harvest, Annual Ice Skating Rink, Farm-to Table Dinners, etc.).
- **Daily hours of Peltzer operations are 11am-6pm. Periodically extended hours of Peltzer may be observed. Client will be notified in the event of extended hours.**

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### **NON-SMOKING ENVIRONMENT**

Peltzer is a non-smoking facility. Client, wedding party, and all guests must refrain from smoking on entire property including the parking lot.

### **WEDDING GUEST BEHAVIOR**

Peltzer puts you, your guests and the safety of our team first. If at any point we believe a guest(s) to be over intoxicated, under the influence, or disgruntled we have the right to have the guest(s) leave the property immediately. If a guest(s) is verbally disrespectful to any team member, threatens or harms a team member physically they will be escorted off the property. The authorities will be involved if the manager on duty deems necessary.

### **TRANSPORTATION/PARKING:**

Peltzer provides complimentary parking for your guests. We ask that your guests park in main parking lot at 39925 Calle Contento only and limit the private entrance to bridal/wedding party only for pre-event in bridal suite only, with a maximum of 6 vehicles at suite. All bridal/wedding party vehicles must be parked in main parking lot 60 min prior to event start time. Only Bride and Groom vehicle may remain at the loft suite.

### **RENTAL VEHICLES/OTHER VEHICLES FOR BRIDE TRANSPORTATION/PHOTOS:**

All vehicles that are rented and/or used for bride transportation on property are to be free of oil leaks and/or other leaks. Many vintage vehicles leak automotive fluids and we require a drop cloth and/or oil pan to be left under the vehicle when stationary at all times.

### **INCLEMENT WEATHER:**

Peltzer cannot be held responsible for inclement weather conditions. We will exhaust every option to make your ceremony and reception as you envisioned, but we are unable to issue refunds due to inclement weather. We do not offer an option to move your ceremony inside our Crush House, your cocktail hour to our covered patio during our reception set process, and our indoor reception for the remainder of your event. The decision to alter to a rain contingency plan must be done 2 days(48 hours) prior to your event. At that time additional pricing based on ceremony time, set up and location would be discussed and finalized. Below are a few scenarios to review based on your booked space.

Scenarios:



- 1) Your wedding is from 5-10pm all outdoors. You would need to pay a total of \$6,500 to move to our rain contingency plan and keep your desired timeframe. If you decide to host your ceremony outdoors and change to an indoor reception due to the rain, the space difference, and hourly fees, would be applied accordingly.
- 2) Your ceremony was set for the Garden location at 6pm and your reception was set for the Crush House. There would be no cost associated with our rain contingency plan and no refunds will be made in regards to your initial ceremony location.
- 3) Your ceremony was set for the Vineyard location at 6pm and your reception was set for the Crush House. There would be no cost associated with our rain contingency plan and no refunds will be made in regards to your initial ceremony location.

If you decide to change your event time frame you would be subject to our hourly closure fees. If you decide to not proceed with our rain contingency plan and rain does interrupt your event, we cannot make any changes the day of your wedding

### **NEIGHBORING WINERIES/PROPERTIES:**

Peltzer cannot be held responsible for the noise generation and/or public events and occurrences held and/or sponsored by neighboring wineries. The property at Peltzer is flanked by and borders neighboring wineries, private homes, and businesses that similarly cater to the public and their respective wine club members. Peltzer's closest neighbor, Longshadow Ranch Winery, is known to hold an annual summer series with regularly scheduled live music concerts which typically begin at 6pm (outlook-data-detector://7) on weekends, but may start earlier in some instances. This clause hereby informs such activity is beyond the control of Peltzer ownership, management and staff, and its affiliates, partners and representatives, and advises such activity may indeed have impact on Farmstead wedding ceremonies or other private events.

### **LIABILITY**

1. **Insurance.** Peltzer does not sell wedding insurance and is not an insurance broker. Peltzer requires all clients obtain insurance. All Vendors selected by client that provide a service during the event, must provide insurance. Vendors required to provide insurance must contact Peltzer two to three (2-3) months prior to the event for certifications needs.
2. **Personal Property.** All personal property placed at the Property by the client shall be at the risk of the client and Peltzer shall not be liable for any loss or damage to the client's personal property located thereon for any reason whatsoever. No personal belongings may be left on property prior to or after the scheduled event.
3. **Survival of Terms.** The hold harmless and indemnifications provided in this Agreement shall survive termination of the permit.
4. **Successors or Assigns.** This Agreement shall be binding on the client's successors, assigns or Heirs and run in favor of Peltzer successors and assigns.

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### **OBLIGATIONS**

If our obligation under this agreement is not met for any reason beyond our control, our failure is completely excused and no liquidated damages apply, and we may cancel this agreement by returning your deposit. The following is a partial list of events that, if occurred, would be considered reasons beyond our control: Strikes, labor disputes, accidents, government restrictions on travel, goods or supplies, acts of war and acts of God.

**FORCE MAJEURE:**

The performance of this agreement by either party is subject but not limited to acts of God, fire, flood or explosion, war, civil disorder or other emergency making it illegal to provide the facilities or services to hold the event or any delay in necessary and essential construction or renovation of the winery, work stoppage or restraint of labor. There shall be no right to terminate this agreement for the sole purpose of holding the same event at another location.

Death or disability of a participant or guest of the event is not considered, for purposes of this contract, an Act of God.

Third party insurance is available to cover death or illness along with other insurable circumstances.

**ENFORCEMENT OF THIS AGREEMENT:**

This agreement shall become effective when signed by both parties. It shall be constructed under the laws of the State of California and in the event litigation is required due to a dispute between parties, both parties agree to settle all matters outside of court. In the event it is necessary to file a legal action to enforce this contract, Peltzer shall be entitled to recover reasonable attorney's fees and court costs.

**ENTIRE AGREEMENT:**

This agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written negotiations, commitments, and other communications between parties. If all arrangements meet with your approval, please sign and return along with the deposit in our office no later than Nov 3, 2022 . Upon receipt of the signed copy, the arrangements are confirmed. Until then we are holding the space on a tentative basis and all such space will be released on Nov 3, 2022 . Signature of this agreement certifies your acceptance of all the above policies and procedures.

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Sarah Kammes

Nov 4, 2022

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Sylvia Hinojosa

Nov 3, 2022

[[email protected](#)] ([/cdn-cgi/l/email-protection](#)) | [www.peltzerwinery.com](http://www.peltzerwinery.com) | 951.888.2008 | 40275 Calle Contento,  
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