



Winter Dance PUHSD

Saturday, December 16, 2023

EVENT CONTRACT

ACCOUNT: PUHSD

CONTACT: Angelica Osuna

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PHONE:

ADDRESS:

SALES MANAGER: Tiana Loyd

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EVENT COORDINATOR:

EVENT COORDINATOR PHONE:

EVENT SUMMARY

Date	Time	Location	Areas	Event Type	Guests	Rental	Event F&B Min
12/16/2023	7:00 pm - 11:00 pm	Peltzer Farm & Winery	Crush House	Dance	200		

EVENT SPACE RENTAL

Qty		Price	Total
1	Crush House Start: 7:00-11:00pm	\$4,500.00	\$4,500.00

FOOD

Qty		Price	Total
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APPETIZERS ONLY

2hr Service Time [7:30-9:30pm]

50 guest minimum

No discount prices on vendors or children

COPPER

Bruschetta: Fresh diced roma tomatoes, red onion, garlic, and basil tossed in aged balsamic vinegar and extra virgin olive oil. Served with sliced baguette crostini.

Vegetable Platter: Fresh chilled celery, carrots, broccoli, grape tomatoes, and green onion served with ranch dressing.

Tortilla Chips and Fresh Salsa: Corn tortilla chips served with fresh Mexican salsa.

SILVER

Caprese Skewers: Petite bamboo skewers of water buffalo mozzarella, fresh basil, grape tomato, and a drizzle of aged balsamic vinegar.

Petite Grilled Veggie Kabobs: Portabella mushroom, sweet mini pepper and red onion, basted with our signature vinaigrette then grilled over mesquite.

Antipasto Skewers: Petite bamboo skewers of artisan cheese, aged salami, olives, and pepperoncini.

Assorted Grilled Sausages: Assorted gourmet sausages, grilled and sliced, served with a petite bamboo skewer.

Fiesta Mexican Dip and Tortilla Chips: Our signature layered Mexican dip of refried black beans, a special blend of sour cream dressing with Mexican seasoning, tomatillo salsa, a blend of four Mexican cheeses topped with green onion, black olives and tomatoes, served with tortilla chips.

Tortilla Pin Wheels: A variety of spinach, red bell pepper and cilantro flour tortillas, layered with a variety of meats, cheeses and sauces, rolled then cut into pinwheels, creating an eye pleasing and delicious treat!

Greek Platter: Fresh pita chips lightly seasoned with sea salt, served with an assortment of regular hummus, roasted red bell pepper hummus and cilantro/ jalapeno hummus.

Meatballs: Sweet & Sour or Teriyaki Savory meatballs simmered in a special "sweet and tangy" sauce or teriyaki sauce

GOLD

Pulled Pork Sliders: Flavorful and juicy, fall off the bone, pulled pork served on petite sweet Hawaiian rolls and BBQ sauce.

Wings: Try our delightful, finger licking good wings and drumettes, with your choice of spicy buffalo, honey or teriyaki, served with a cool ranch dressing.

Choose one flavor:

Buffalo

Honey BBQ

Teriyaki

Potini Bar: Our Tuscan garlic mashed potatoes served in a 2 oz. martini glass with an assortment of flavorful toppings: bacon, green onions, shredded cheese, and sour cream.

Petite Grilled Teriyaki Chicken Kabobs: Tender chicken, marinated in our own savory teriyaki sauce, skewered and grilled over mesquite.

Caprese Salad: Fresh water buffalo mozzarella bocconcini cheese (petite balls), grape tomatoes, fresh basil, delicately seasoned with sea salt and pepper then drizzled with oak aged balsamic vinegar. served in clear 9 oz. cup with fork.

Gourmet Cheese & Cracker Platter: An assorted selection of cheese and crackers, cream cheese served with side condiments of jalapeno jelly, garnished with fresh grapes and strawberries.

Fresh Fruit Cups: Small clear cups of fresh seasonal fruits. (melons, berries, grapes, pineapple)

Petite Watermelon, Feta, & Mint Skewers: Petite bamboo skewers of watermelon, feta, and mint.

PLATINUM

Pulled Pork Sliders: Flavorful and juicy, fall off the bone, pulled pork served on petite sweet Hawaiian rolls and BBQ sauce.

Prosciutto Wrapped Cantaloupe: fresh cantaloupe spears wrapped in prosciutto.

Charcuterie: Assorted platter of meats, gourmet cheeses, crackers, imported olives, Italian style muffuletta, pepperocinis, dried fruit, and nuts.

Shrimp Cocktail: Chilled, bay shrimp served with a premium spicy shrimp cocktail sauce and lemon wedges.

200	PACKAGE ONE Four Appetizer Selections: One Copper Selection Two Silver Selections One Gold Selection	\$35.00	\$7,000.00
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BEVERAGE

Qty		Price	Total
200	Soft Bar (Anyone 21 & under) /person Coke Diet Coke Sprite Dr. Pepper Water Iced Tea or Lemonade	\$12.00	\$2,400.00

	Capri Suns (for kids)		
200	Hot Drink Station /person Hot coffee (decaf or regular) Hot Tea Hot Chocolate Incudes cups, condiments, marshmallows, cinnamon, etc	\$4.50	\$900.00

AUDIO VISUAL

Qty		Price	Discount	Discount Price	Total
1	Light-Up Marquee Rental Use of Peltzer Marquee for Custom Sign and Photo Op	\$50.00	100%	\$0.00	

STAFFING

Qty		Price	Total
1	MOD		
2	Servers		
2	Bar-backs		

ADDITIONAL CHARGES

Qty		Price	Total
	<u>EVENTS FEES</u>		
1	Security Service Peltzer Will Provide 1 Guard to Ensure the Safety of You and Your Guests During Your Event	\$300.00	\$300.00
1	Security Deposit Peltzer Requires, at the Time of Booking, an Additional Minimum Security/Damage Deposit of \$500. The Security 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.	\$500.00	\$500.00

SETUP

Marquee-

Crush House (see layout)

DG-

[x] signage

ESTIMATED BILLING		
		Total
Misc		\$800.00
Beverage		\$3,300.00
Food		\$7,000.00
Room Rental		\$4,500.00
Subtotal		\$15,600.00
Service Charge	22.0%	\$3,256.00
Sales Tax	7.75%	\$1,399.34
CC Processing Fee (will be updated based on changes to the grand total)		\$612.10
TVWAHD Assessment Fee	1.0%	\$148.00
Grand Total		\$21,015.44
Deposit (Due 7/19/2023)	Unpaid	\$3,152.32
Second Payment (Due 8/14/2023)	Unpaid	\$6,304.63
Third Payment (Due 9/11/2023)	Unpaid	\$3,852.83
Fourth Payment (Due 10/16/2023)	Unpaid	\$3,852.83
Final Payment (Due 11/16/2023)	Unpaid	\$3,852.83
Estimated Amount Due		\$21,015.44



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TERMS AND CONDITIONS

Terms and conditions outlined below:

FUNCTION / INCLUSIONS:

- Your event will include a four-hour (4) time period, contracted from [7-11pm], end time not to exceed 10:00pm for outdoor events; 11pm for Crush House. Peltzer Farm & Winery 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 the event site.
- Agreed upon tableware and glassware.
- Chosen bar and catering packages.
- Tables and seating.
- Use of available yard games.

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. On 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 events, weddings, and restaurant sales, less any non-taxable transactions. A 3% processing fee will be added to the total when credit cards are used for payments.

FOOD & BEVERAGE POLICIES

Facility use requires all food and beverage to be coordinated through Peltzer Farm & Winery. Peltzer Farm & Winery utilizes a handful of food vendors it will recommend depending on the theme of your event. No other food or beverages are allowed on property with the exception of cake, desserts, or sweets.

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 for a later time.

In compliance with California Liquor licensing, Peltzer Farm & Winery is permitted to serve wine,

beer, and seltzers 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 bar 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 Farm & Winery 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 selections be finalized at least 60 days prior to your event date. With final counts due at 21 days prior to the event date.

LIMITATIONS & SURCHARGES

Required Minimums for Food and Beverage: 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. At this time, a signed BEO (Banquet Event Order) will be due. You may increase your guest count up to 72 hours prior to your event date. However, upon signing of this agreement, you are locked into your selections. Meaning you can add on, but you cannot lower.

Children: Peltzer Farm & Winery 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 Farm & Winery 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 Farm & Winery 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 Farm & Winery will provide you with a venue coordinator to assist you in menu selections, room design with our provided tables, and vendor referrals. We do offer an Elevated Experience vendor list to help in the selection of your event

vendors.

All vendors must be approved in advance by Peltzer Farm & Winery. All outside vendors must provide a copy of liability insurance 60 days prior to the event date. See the Events Team 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. (ie: 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.

MUSIC

Music vendors must meet with Peltzer Farm & Winery 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, damaged, 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.

DECORATIONS

Any special décor brought in for your event must be pre-approved by Peltzer Farm & Winery. 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 Farm & Winery and cannot be taken off property. If equipment is taken off property client will be charged accordingly.

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

Sparklers, Chinese lanterns, and similar items are prohibited in Riverside County.

PHOTOGRAPHY RELEASE

Client authorizes Peltzer Farm & Winery 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 Farm & Winery websites. This authorization is continuous and may only be withdrawn by Peltzer Farm & Winery's specific rescission of this authorization.

EVENT DEPOSIT/BILLING

A non-refundable, non-transferable deposit in the amount of **15% of the estimated total amount is due** and is to be submitted with a signed copy of this agreement along with a signed credit card authorization for any overages or damages to the property (see damage deposit below) in order to block definite event space. 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 Farm & Winery 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

Your second payment will be 30% of the balance. The next 2 payments and final balance will be an even amount. The final balance, if any, is due three weeks (21 days) prior to your event, along with a completed credit card authorization form for any remaining balance at the conclusion of your event. All deposits are non-refundable and non-transferable. Additional guests above the final guest count will be charged via the signed credit card authorization form.

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 Perris Union High School District 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 Perris Union High School District 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 Farm & Winery requires at the time of booking an additional minimum security/damage deposit of \$500.00 as well as a signed credit card authorization form. The security/damage deposit will be refunded within 30 days after the event only after the premises have been inspected and determined by Peltzer Farm & Winery, 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 Farm & Winery 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 Farm & Winery is not responsible for any lost or stolen items.
- Peltzer Farm & Winery 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 and 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 Farm & Winery property unless prior written approval has been granted by Peltzer Farm & Winery. 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 Farm & Winery'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 Farm & Winery 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 Farm & Winery periodically decorates the facility to commemorate the season. Removal and resetting of these decorations will result in additional charges to the client.
- Peltzer Farm & Winery 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 Farm & Winery operations are 11am-7pm. Periodically extended hours of Peltzer Farm & Winery may be observed. Client will be notified in the event of extended hours.

NON-SMOKING ENVIRONMENT

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

GUEST BEHAVIOR

Peltzer Farm & Winery 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 Farm & Winery provides complimentary parking for your guests. We ask that your guests park in main parking lot at 39925 Calle Contento only.

RENTAL VEHICLES/OTHER VEHICLES FOR TRANSPORTATION/PHOTOS:

All vehicles that are rented and/or used for client and/or their guests 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, in all times, when stationary.

INCLEMENT WEATHER:

Peltzer Farm & Winery cannot be held responsible for inclement weather conditions. We will exhaust every option to make your event as you envisioned, but we are unable to issue refunds due to inclement weather. 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 event start time, set up and location would be discussed and finalized. Below are a few scenarios to review based on your booked space.

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 event.

NEIGHBORING WINERIES/PROPERTIES:

Peltzer Farm & Winery 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 Farm & Winery is flanked by and borders neighboring wineries, private homes, and businesses that similarly cater to the public and their respective wine club members. Peltzer Farm & Winery'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 on weekends; but may start earlier in some instances. This clause hereby informs such activity is beyond the control of Peltzer Farm & Winery ownership, management, 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 Farm & Winery does not sell event insurance and is not an insurance broker. Peltzer Farm & Winery requires all clients to 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 Farm & Winery 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 Farm & Winery 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 Farm & Winery successors and assigns.

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, status of relationship, financial situation, etc.

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. In the event litigation is required due to a dispute between parties, both parties agree to settle all matters outside of court. If it becomes necessary to file a legal action to enforce this contract, Peltzer Farm & Winery 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 and credit card authorization and return it to arrive in our office no later than 3 days after receiving this quote. 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 three days after receipt of this quote. Signature of this agreement certifies your acceptance of all the above policies and procedures.

Client Signature