



Under certain restrictions and subject to approval, the grounds of Country Moon Winery are available for a variety of uses. If an event is deemed outside the winery's normal operations, the winery will require a signed contract plus proof of liability insurance and proof of licensing when appropriate. The following examples would necessitate a rental contract:

- when a private or public event requires exclusive use of the grounds anytime during the hours of 1pm-7pm
- when a private or public event would interrupt normal winery operations anytime during the hours of 8am-10pm
- when an event is organized and promoted to the public by someone other than winery staff
- when chauffeured transportation is provided by someone other than a winery contractor
- when a private or public event would include activities outside the scope of the winery's normal activities
- when food is brought in for public consumption, not having been purchased through the winery
- when any product is sold directly to the public from a vendor other than winery staff
- when structures or equipment are brought in that can create a hazard, including tents, projection screens, music equipment, glassware, etc.

Alcohol is restricted to Country Moon™ wine only. NO OUTSIDE ALCOHOL. NO BEER. NO LIQUOR. NO EXCEPTIONS. This is in adherence to the limitations of the Indiana Farm Winery Permit and not meant to be proprietary.

The contract may be initiated by either party and is not valid until signed by both a staff member of Country Moon Winery LLC ("the winery") and the official contact person of the organization ("the renter") seeking rental use of the winery grounds. All listed activities and equipment must be an accurate reflection of the renter's intentions and confirmed by the renter to be within the scope of corresponding insurance coverage. Changes in plans that add to the types of activities and equipment listed must be approved in writing. Some activities or equipment may be deemed unpermissible for liability reasons. The winery, being a privately-owned business, retains the right to make these subjective decisions and will not be forced to extend rental terms to any party.

Name of Organization or Business _____

Contact Person _____ phone 1 _____ phone 2 _____

Date(s) of Event _____ Deadline for Cancellation _____

Time of first arrival _____ Time of last departure _____ Hours open to the public _____

General description of event _____

Size & location of rental space _____

List of activities conducted by renter or subcontractors _____

List of hazardous equipment used by renter or subcontractors _____

List of subcontractors _____

_____ (continue to back if necessary)

Estimated attendance for total event span _____ Estimated crowd size at peak _____

Parking plan _____

Security plan _____

Utilities planned: Heavy-duty Electric _____ Light-duty Electric _____ Portable toilets _____ Handwashing stations _____

House Services _____ Damage Deposit \$ _____

Base rental \$ _____ Additional Services \$ _____ Total \$ _____

Entire Agreement: This contract is the entire agreement between the parties and no other statements, promises or inducements made by either party will be binding unless contained in this contract and witnessed by signature of both parties.

House services: A renter may add any service to their event from the winery's SPECIAL HOSPITALITY list. This includes the Wine Tasting and Wine Bar options, where the winery maintains responsibility for all alcohol service. Wine orders for large gatherings should be placed 1 week in advance and chilling requested then if needed.

Food: All food must be supplied or authorized by the winery from a commercial source.

Property access: The entire 10-acre property is available for use by foot traffic except for inside the private residence or within the winery's bonded areas. All vehicles and heavy equipment must stay on or within 10 feet of the drive and parking areas. Septic fields and buried tanks cannot tolerate excess weight therefore this restriction must be strongly enforced. Event planners must abide by these limitations at all times, especially when equipment is implemented or removed and agrees to communicate with subcontractors regarding these limitations. All ingress and egress must happen through the driveway.

Proof of Insurance: A Certificate of Liability Insurance will be required from the contact person named in the rental contract. The certificate must list Country Moon Winery LLC as additionally insured, specifying the event and dates including any planning, set-up or tear-down. Certificate holder information should read: Country Moon Winery LLC, 16222 Prairie Baptist Road, Noblesville IN 46060.

Businesses should have existing liability insurance and can request a certificate from their current business insurance carrier. This includes, but is not limited to, event planners and their subcontractors, vendors, transportation services, corporations and travel agencies.

Any individual will be considered an event planner, whether in business or not, if they provide any of the following services: organizing the event, promoting to the public, taking reservations, collecting money, hiring or providing transportation. Such individuals should be cautious and aware of liability issues and must provide proof of insurance.

Any vendor who will interact with the public independently and out of the direct supervision of winery staff must provide proof of liability insurance. Any vendor who creates and/or sells a product must provide proof of product liability insurance.

Limousine and shuttle services hired for a rental event must provide proof of liability insurance for both the business and the vehicle. Horse-drawn carriages and ridden horses are expressly disallowed.

Families or individuals organizing an event with elements requiring a rental contract must have a family representative, on behalf of the entire party, seek an event liability policy or rider from their current homeowners insurance company.

Where minors are visiting separately from their guardians, such as school field trips, it is customary for organizations to secure signed releases from each minor's guardian. The form should clearly release Country Moon Winery LLC and all persons in its employ.

Some corporate insurance policies may cover offsite activities of its employees. For uses such as business meetings or team building exercises with elements requiring a rental contract, a letter from the human resources department detailing their insurance coverage will be accepted as proof of insurance and should specify the event. Otherwise an event liability policy must be obtained or signed release forms secured from each attendee.

The winery may also request proof of insurance from individuals or entities not otherwise described above.

Decorations: Groups are welcome to contribute decorative items to their rented setting but are asked to choose materials carefully. No hanging of any item is allowed. Table decor and tethered balloons are better solutions. Candles should be shielded by glass or other non-flammable material. No scented candles, oils or potpourri are allowed. No wet, greasy or sticky substances such as bubble machines, fog machines, dance floor wax, silly string, etc. Floral arrangements should be in an oasis base with very little water. Any permanent damage created by these clearly stated substances will be considered willful damage. The winery will not be held liable for any injury, damage or loss as a result of items brought in.

Set-Up and Tear Down: Rental times should include time needed for set-up and tear-down including delivery and pick-up of all supplies and equipment. The winery agrees to have reserved tables, chairs and tablecloths in place before the time begins unless other arrangements are made. Exceeding time limits may result in a fee per hour. In all cases, music and DJs must stop by 10pm.

Children: Children are always welcome and have the same access to the winery grounds as adults. Small children must be supervised at all times and not allowed to wander off the property.

Damage: A damage deposit may be required, determined by activities planned. A deposit, if any, is specified on page 1 and due upon signing. The deposit could be applied to any permanent physical damage to the winery's grounds, structures, or equipment as well as any mess requiring extreme measures to correct. The official contact assumes full responsibility for the conduct of subcontractors and those persons in attendance on the contact's behalf or by their invitation, and also assumes full responsibility for any damages or loss as a result of actions by said persons during their rental event. Willful and malicious damage will be fully prosecuted.

Smoking: No smoking is allowed within 8 feet of any structure. Please use the receptacles provided for cigarette butts. Excessive littering may be considered damage.

Alcohol use: The winery is bound to a strict policy of NO OUTSIDE ALCOHOL. Any visitor found using an outside alcohol product will be asked to leave the premises. The adult guests should be mindful and supportive of preventing underage drinking. The winery has the right to ask the entire party to leave if a minor is seen consuming alcohol or shows signs of intoxication. All guests should

bear in mind it is illegal to be publicly intoxicated. A designated driver or chauffeured service provides a measure of traveling safety but does not excuse public intoxication of passengers.

Alcohol permits: The Indiana Farm Winery permit issued to the winery is sovereign and applies to the entire property. The use of an Alcohol Catering permit or Type 118 permit is not permissible on the grounds. All alcohol service at the winery must be conducted by winery staff or temporary hired persons with current Indiana ATC server permits.

Items left unsupervised: Equipment or items belonging to a renter or subcontractor must be brought in and removed within the terms of the rental agreement. The rental fee may be amended for space taken up by left equipment. The winery does not guarantee the condition or safety of any items left unsupervised.

Authority: The winery seeks to respect the privacy of groups using the facility, but retains the authority to intervene at ANY time, especially if an unlawful or unsafe situation is suspected. Winery staff (or any concerned individual) may call for emergency medical help on behalf of a guest and such intervention in no way constitutes an admission of fault neither is it an agreement to pay for medical services. The winery has the right to refuse alcohol service to anyone. The winery may request the help of local law enforcement in asserting the winery's authority.

Other Expressly Disallowed: The discharge of firearms by winery visitors is prohibited. Any firearms carried onto the property should remain locked securely in a vehicle. No paint balls. No animals. No fireworks. No snowmobiles.

Payment: For rental services with totals over \$100, a credit card number must be given to hold the date. The card may be pre-authorized for the estimated purchase but will not be charged until services have been rendered or a cancellation is final.

Cancellation: Unless otherwise noted, a 50% cancellation fee will be charged for cancellations within 90 days of the date. A 90% fee will be charged for cancellations within 48 hours of the event.

Refunds: It should be understood that outdoor venues are by nature unpredictable. In the circumstance that the winery is not able to provide a service as stated, the winery will not be held responsible due to acts of God, power outages, fire, flooding, or inclement weather. No refunds or damages will be paid for disappointments that might include actions of other guests, air and road traffic, adjacent farming operations, country odors or any other situations that are out of the winery's reasonable control. The winery expects full payment when all efforts have been made in good faith. The quoted cost of any portion of requested service that was not provided due to failure on the winery's part, and not for any reasons aforementioned, will be deducted from the total charge.

Idemnification of premises: The renter agrees to indemnify and hold harmless Country Moon Winery LLC and any person in its employ for injuries or property damages/loss to others during the rental event, including but not limited to death, personal injury, property damage, or any other incidents that may occur to any person(s) by use of the premises during the term of the agreement. The term of the agreement starts when the first contractor or guest arrives on the property and concludes when the last contractor or guest leaves the premises. Vendors of any brought-in product are solely responsible for damages resulting from the sale of unsafe or unsound goods.

Other Liability: The winery is not responsible for the actions of any visitor while at the winery for any injuries, harm, or damages that may result to other visitors (customers, party guests, vendors, promoters, etc.) or their property.

Severability: Should any provision of this contract be found unenforceable or invalid, the other provisions shall still remain enforceable and valid.

Jurisdiction: The persons in this agreement are subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, etc. The parties agree to cooperate with each other to ensure compliance with such laws. This agreement shall be governed by and interpreted under the laws of the state of Indiana. The exclusive jurisdiction and venue for any legal proceeding shall be Hamilton County in Indiana. The winery may seek allowance for all costs necessary to enforce the contract.

Accepted by:

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| | | |
| Printed Name of Renter's Authorized Signatory | Signature | Date |

| | | |
|---|-----------|------|
| | | |
| Printed Name of Country Moon Winery staff | Signature | Date |

Country Moon Winery, LLC
 16222 Prairie Baptist Road
 Noblesville, IN 46060
 317-773-7942