

(Part A continued)

If the winery is chosen as the food provider, the winery offers a selection of buffet-style meals, nibbler trays and cupcakes. These options are procured from outside commercial sources as an added service to the customer and all items are billed to the customer as part of the party cost. The components of these trays and meals are described online and should be confirmed in the form below. All tableware is disposable unless otherwise specified.

If the customer chooses wine service at the party, the winery offers a variety of formats including: a wine tasting, an open wine bar, or a cash wine bar. The customer may choose for the winery to serve additional non-alcoholic beverages. When beverages are served by the winery, cups, napkins, sugar, and sweetener are included appropriately.

OTHER OPTIONS: If specified, the winery can provide special tables for cakes or gifts. With the pizza/fast food delivery option, the winery can provide disposable tableware per guest. Other special requests are subject to approval.

PERMITS: The winery will secure all permits relative to the property and business operation. This does not include the permits vendors must secure for themselves.

FOOD PROVIDER OPTIONS	COST
<p>The winery is procuring, serving and clearing all food.</p> <p>Buffet selection: _____ _____ _____</p> <p>Nibbler Tray selections: _____ _____ _____</p> <p>Cupcakes: _____</p> <p>Please see Part A of this agreement. Menu options are online.</p>	<p><input type="checkbox"/> \$400 up to 20 guests <input type="checkbox"/> \$600 21-30 guests <input type="checkbox"/> \$800 31-40 guests <input type="checkbox"/> \$1000 41-50 guests <input type="checkbox"/> \$1200 51-60 guests</p> <p>\$ _____</p> <p><input type="checkbox"/> \$35 x _____ = \$ _____</p> <p><input type="checkbox"/> \$2 x _____ = \$ _____</p>
<p>The customer is hiring an outside caterer for food service.</p> <p>Name of licensed food establishment: _____</p> <p>This party representative will be present when the caterer arrives: _____</p> <p>Description of food: _____</p> <p>Time of caterer's arrival: _____ departure: _____</p> <p>Please see Part B of this agreement.</p>	<p><input type="checkbox"/> \$50 service assist \$ _____</p> <p><input type="checkbox"/> \$150 clean up fee \$ _____</p> <p><input type="checkbox"/> \$10 paper trash fee \$ _____</p>
<p>The customer and/or other guests of the party are bringing food from home or a commercial source.</p> <p>Description of food: _____</p> <p>Please see Part C.</p>	<p><input type="checkbox"/> \$10 paper trash fee \$ _____</p>
<p>The customer is ordering pizza or fast food for delivery.</p> <p>Description: _____</p> <p>Time of delivery: _____</p> <p>Please see Part D.</p>	<p><input type="checkbox"/> disposable tableware \$ _____ \$1 x _____ guests</p> <p><input type="checkbox"/> \$10 paper trash fee \$ _____</p>
<p>No food will be served at this gathering.</p>	<p><input type="checkbox"/> \$0</p>

BEVERAGE PROVIDER OPTIONS (Please see Part E)	COST
<p>Wine Tasting</p> <p>A <u>guided tasting</u> is a focused presentation featuring each wine with details of grapes grown and winemaking techniques. Guests are seated or gathered to hear the presentation.</p> <p>A <u>mingle pouring</u> provides brief information and minimal intrusion in a mingling crowd, allowing guests to continue chatting.</p> <p>All wine tastings consists of 1/2 ounce pours of every wine for sale on the date of the party. The number of wine-tasting guests may be different than other guest totals.</p>	<p><input type="checkbox"/> Guided tasting \$5 x _____ guests = \$ _____</p> <p><input type="checkbox"/> Mingle pouring \$5 x _____ guests = \$ _____</p>
<p>Open Wine Bar</p> <p>This option provides wine service by winery staff at a designated bar area. The contracting customer may specify any or all of the following: a time limit, a total cost limit or a 2-drink limit per person, all for which the customer will incur the accumulated wine expense. Drink tickets may be utilized. Wine cost is calculated by counting the number of opened bottles.</p> <p>Time of open bar opening: _____ Time of open bar closing: _____</p>	<p><input type="checkbox"/> \$40 bar set up \$ _____</p> <p><input type="checkbox"/> Time limit <input type="checkbox"/> \$ _____ Total cost limit <input type="checkbox"/> 2 drinks/person \$ ___Wine TBD___</p>
<p>Cash Wine Bar</p> <p>This option provides wine service by winery staff at a designated indoor or outdoor bar area. Each party guest may purchase wine by the glass or bottle. Money is collected from the guest at that time.</p> <p>Time of cash bar opening: _____ Time of cash bar closing: _____</p>	<p><input type="checkbox"/> \$40 bar set up \$ _____</p> <p><input type="checkbox"/> \$0 transition from open to cash bar</p>
<p>No alcohol will be served at this gathering.</p>	<p><input type="checkbox"/> \$0</p>
<p>The winery will serve the following non-alcoholic beverages:</p> <p>Chilled Bottled Water</p> <p>ICED TEA LEMONADE OTHER _____</p>	<p><input type="checkbox"/> \$.50 x _____ guests =</p> <p><input type="checkbox"/> \$2 x _____ guests = \$ _____</p>
<p>The customer is hiring an outside caterer for non-alcoholic beverage service.</p> <p>Name of licensed food establishment: _____</p> <p>This party representative will be present when the caterer arrives:</p> <p>_____</p> <p>Description of beverages: _____</p> <p>Time of caterer's arrival: _____ departure: _____</p> <p>Please see Parts B and E of this agreement.</p>	<p><input type="checkbox"/> \$10 paper trash fee \$ _____</p>
<p>The customer and/or other guests of the party are bringing beverages from home or a commercial source.</p> <p>Please see Part E of this agreement</p>	<p><input type="checkbox"/> \$10 paper trash fee \$ _____</p>
<p>No non-alcoholic beverages will be served .</p>	<p><input type="checkbox"/> \$0</p>

TIME EXTENSIONS & ADD-ONS	COST
<p>The customer has arranged delivery of a cake at an earlier time.</p> <p>This party representative will be present when the cake vendor arrives: _____ Phone: _____</p> <p>Date/Time of cake arrival: _____ <input type="checkbox"/> \$20 cake appointment</p>	\$ _____
<p>The customer is bringing other items at an earlier time.</p> <p>Items: _____</p> <p>Date/Time: _____ <input type="checkbox"/> \$20 misc. appointment</p>	\$ _____
<p>The customer is requesting an extended time allowance.</p> <p>All party settings are priced for a 2-hour usage. Calculate time extension costs here by estimating additional time beyond 2 hours. Please include any set up or tear down planned by the customer. Time extensions must be approved in writing prior to the party date.</p> <p style="text-align: right;">Total hours _____ minus 2 = additional hours <input type="checkbox"/> _____ x \$50/hour =</p>	\$ _____
<p>The winery is providing a table for a cake or gifts.</p> <p>If a featured cake is planned, a special table will help to focus and facilitate the cake service. A round table set with a cloth covering will include disposable plates, plastic forks, additional napkins and a cake knife.</p> <p style="text-align: right;"><input type="checkbox"/> \$40 cake table</p> <p>A gift table will have a cloth covering and card basket. <input type="checkbox"/> \$20 gift table</p>	\$ _____ \$ _____
<p>The guests will use and take home a stemless wine glass with a winery logo imprint.</p> <p style="text-align: right;"><input type="checkbox"/> \$8 x _____ guests =</p>	\$ _____
<p>Table Decor: <input type="checkbox"/> \$20 white florals in white pottery <input type="checkbox"/> \$30 other color _____</p>	\$ _____
<p>Special Requests: _____</p> <p>_____</p> <p>Any details of the party not already printed in the agreement or published online should be listed here. All special requests must be approved in writing prior to the party date. Please attach and number any additional documents necessary. <input type="checkbox"/> \$ To be determined</p>	\$ _____

For parties with no alcohol service, these figures constitute a price quote when no changes are made. For parties including wine service, these figures are only an estimate until the actual wine quantity is determined. This determination will be made at the conclusion of the party, during which time the remainder of the party cost will be collected. A 7% state sales tax will be added to all products and services. An additional 1% county food and beverage tax is added to any food or beverage provided by the winery. Gratuity is appreciated but not mandatory.

TOTAL OF ALL 4 PAGES	\$ _____
WINE ESTIMATE	\$ _____
SALES TAX (7%)	\$ _____
FOOD AND BEVERAGE TAX (1%)	\$ _____
ESTIMATE TOTAL	\$ _____
DEPOSIT	\$ _____

PART B: REGARDING CATERERS

The customer may choose to hire an outside caterer to provide food for a party. The catering service must be licensed as a food establishment in Indiana and properly permitted to serve in Hamilton County. This transaction will be directly between the provider and the customer and should be pre-paid with all delivery fees, taxes and gratuity included. The caterer must conduct all set up of buffet-style food and is encouraged to remain on site during the party for food service and clean up. If the caterer sets up and leaves, a \$50 service assistance fee must be added to the party cost. If the caterer does not return to clean up before the party dismisses, a \$150 clean up fee must also be added to the party cost. The caterer must transport and hold all foods at safe hot or cold temperatures as dictated by Indiana law.

The caterer must bring all tableware and service equipment necessary such as: ice, plates, cups, napkins, utensils, cake knife, serving spoons, tongs, chafing dishes and sneeze guards. Ice used for chilling purposes should be kept separate from ice used for beverages. When a caterer is hired by the customer, the winery kitchen is closed and no equipment will be available for use directly by the caterer. Electrical outlets are available for up 4 portable appliances such as roaster ovens or electric chafers. A public restroom is available for handwashing. All tableware provided by the caterer must be disposable or removed from the site for cleaning. All food garbage and liquid waste must be removed from the site in a spill-proof container. Paper trash may be left behind in the winery’s bag-lined trash cans for a disposal fee of \$10. Damages to the property including excessive spills and stains may result in extra fees charged to the customer.

The caterer must provide proof of insurance to the winery at least 10 days prior to the party.

Caterer’s certificate of insurance is attached.

If the catering service is a food truck, mobile vendor or concession trailer, the caterer must also obtain a Temporary Food Establishment permit from Hamilton County specifically for the party date and location. No more than 2 of this type of caterer is allowed per party. No electric or water hook-ups are available. Vendors must bring their own generator and water. These vendors will be subject to inspection on site by the county health department.

Mobile vendor type _____ Temporary Vendor Permit # _____

Mobile vendor type _____ Temporary Vendor Permit # _____

PART C: REGARDING CARRIED-IN FOOD

When customers of party hosting bring their own food onto the winery property from any source, the customer assumes all liability for any food hazards, biological or physical, brought in or occurring during the party and releases the winery of all such liability. The option of carried-in food must be for the purpose of socializing only and not used for a business or fund-raising gathering. The customer should make sure to transport and hold all foods at safe hot (>135 degrees) or cold (<41 degrees) temperatures. The customer must bring all tableware and serving utensils necessary such as: ice, plates, cups, napkins, utensils, cake knife, serving spoons, and tongs. Ice used for chilling purposes should be kept separate from ice used for beverages. All individual tableware must be disposable and made available in a sanitary fashion. When the customer carries in food, the winery kitchen is closed and no equipment will be available for use directly by the customer. Electrical outlets are available for up 6 household appliances such as crock pots. A public restroom is available for handwashing. All food garbage and liquid waste must be removed from the site in a spill-proof container. Dry paper trash may be left behind in the winery’s bag-lined trash cans for a disposal fee of \$10. Damages to the property including excessive spills and stains may result in extra fees charged to the customer.

PART D: REGARDING PIZZA OR FAST FOOD DELIVERY

The customer may order food from any restaurant that delivers or uses a delivery service. This transaction will be directly between the provider and the customer and should be pre-paid with all delivery fees, taxes and gratuity included. The customer should make the winery staff aware of such a delivery. The customer may bring their own disposable tableware or, as a chosen option, the winery will provide tableware for a small fee.

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PART E: REGARDING BEVERAGES

ALCOHOL: Any alcohol service must be conducted by winery staff. According to the winery's specific alcohol permit type, only the winery's own manufactured wine may be served on the property. Outside alcohol is prohibited by state law. Winery staff must insure that all guests served alcohol are of legal age. Paper bracelets may be utilized if appropriate. The winery reserves the right to limit or discontinue service to any guest. Any guest found using an outside alcohol product will be asked to leave the premises. All guests should bear in mind it is illegal to be publicly intoxicated.

A catering service, meeting all relevant requirements in Part B, may serve non-alcoholic beverages on the winery property. All items for such beverage service must be brought in by the catering service including ice, cups, napkins, etc.

Customers of party hosting may bring their own individual non-alcoholic beverages or bring beverages to serve to other members of their group. In this case, all supplies must be brought in by the customer or their guests including ice, cups, napkins, sugar, sweetener, spoons, etc.

PART F: REGARDING SPECIAL REQUESTS

Private parties are considered part of the normal operation of the winery. Some activities or equipment may push beyond what the winery's insurance or other authorities would consider normal operations, therefore the winery must disallow some requests for this reason. All special requests should be clearly stated in the agreement and must be ap-proved in writing before the party date. Additional pages may be attached and noted at the end of this document.

The décor is best left to the winery staff, however, special requests can be made and items may be brought in by the customer. These items must be specified in the agreement and an appointment made if necessary for delivery. No hanging of any item is allowed unless approved and performed by winery staff. Table décor and tethered balloons are better solutions. Any candles must be unscented and shielded by glass. No confetti, oils or potpourri are allowed. No wet, greasy or sticky substances are allowed such as bubble machines, fog machines, dance floor wax, silly string, etc. Any permanent damage created by these clearly stated situations 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.

All equipment or items belonging to a customer must be brought in and removed within the terms of the agreement. The winery does not guarantee the condition or safety of any items left unsupervised.

PART G: BOOKING, DEPOSITS, REFUNDS AND CANCELLATION POLICY

A party date may be held with a \$20 holding fee collected from the customer to hold a specific date and time. This fee is non-refundable and holds the date for up to 10 days. Beyond 10 days, the winery is free to book or hold the date with a different customer. A customer may skip the holding process and proceed to a booking. A party booking is finalized when both the Customer and the Winery have signed a Party Hosting Agreement. Alterations can be made within the limits of outside obligations already incurred by the winery specific to the party.

A deposit may be required when the winery is asked to procure outside services such as food or equipment rental. The amount and time of the deposit will vary depending on the situation. The deposit will not exceed the outside costs and may be refundable within the limits of outside obligations.

Generally no damage deposit will be collected when activities are within normal operations, however the customer assumes full responsibility for the conduct of all persons in attendance of the party, and also for any damages or loss as a result of actions by those persons during or pertaining to the party. Willful and malicious damage will be fully prosecuted.

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 afore-mentioned, will be deducted from the total charge. Any refund is limited to only the relevant portion of the party cost.

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(Part G continued)

Party settings for outdoors with indoor backup may be moved indoors due to rain, wind, temperature or other reasons at the winery’s discretion. When moved indoors, the party setting will be billed at the indoor price.

Party settings for outdoors with no indoor backup are subject to cancellation due to weather forecasting. The customer and the winery in communication will come to a “go or no-go” decision no later than 48 hours prior to the party time. A rescheduling of the party is most preferable. If the outdoor party cannot be rescheduled, deposits may or may not be refundable depending on outside costs incurred.

Unless otherwise noted, a 50% cancellation fee will be charged for cancellations within 30 days of the party date. A fee of 90% of the estimated total will be charged for cancellations within 48 hours of the party time.

PART H: PROPERTY ISSUES, SAFETY AND SECURITY

Private parties at Country Moon Winery are not rentals. Winery staff will be on the premises at all times, actively hosting the event. The customer does not have access to the property or structures other than specified in the agreement.

An event planner may contract with the winery as “the Customer” using a Party Hosting Agreement for private party situations only. The planner cannot promote the party to the public, subcontract reservations or arrange transportation. Events with activities outside normal operations of the winery would require other contract and insurance considerations.

Transportation to and from the venue should be arranged on an individual basis. Limousine and shuttle services must not offer rides to persons other than their original contacts.

Children are always welcome and have the same access to the winery grounds as adults. All persons under 21 must be accompanied by an adult while in the tasting room. Small children must be supervised at all times.

No smoking is allowed within 8 feet of an entrance to any structure. Receptacles are provided for cigarette butts. Excessive littering may be considered damage.

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.

Unfortunately it can’t go without saying, all guests should seek either a restroom or portable toilet with handwashing and refrain from using the grass or trees.

OTHER EXPRESSLY DISALLOWED: The discharge of firearms by winery visitors is prohibited. Any firearms carried onto the property shall remain locked securely in a vehicle. No paint ball. No animals other than service dogs. No carried-in firewood. No fireworks. No snowmobiles. No hot oil cookers allowed other than inside of a food truck. No overnight parking or camping.

Terms of these 7 pages plus ___ attached pages are accepted by:

Printed Name of Customer/Contact Signature Date

Printed Name of Winery Staff Member Signature Date

Country Moon Winery, LLC
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