



# Simply Unforgettable

AN ELEGANT WEDDING EXPERIENCE

## RENTAL AGREEMENT

**THIS AGREEMENT** is made and entered into by and between **Mitas Hill Vineyard, LLC** (“Mitas Hill”) located at 2300 Vineyard Hill Lane, McKinney, TX 75071 and

\_\_\_\_\_ (“Client”).

**NOW THEREFORE**, in consideration of the promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mitas Hill and Client hereby agree as follows:

### 1. TERM

The term of this Agreement shall be limited to the date and times specified below.

Wedding Date: \_\_\_\_\_ Start Time: **1:00 pm** End Time: **11:00pm**

### 2. RENTAL FACILITIES AND SERVICES

Mitas Hill agrees to lease the facilities listed below (“Leased Space”) and provide the following goods and services to the Client.

**The Grand Ballroom** **\$X,XXX**  
Includes spacious foyer with a pedestal table, thirty 60” round tables and ten 72” rectangle tables, black Chiavari chairs for seating up to **200**; setup & takedown services, outdoor patio area; oversized hardwood built-in dance floor; use of vineyard for engagement, bridal and wedding photography; Bride’s Room 10 hour rental from 1:00 p.m. to 11:00 p.m. on Day of Event.

**The Reserve** **\$X,XXX**  
Includes granite tables and chairs for seating up to 100; setup & takedown services; outdoor patio area with six high-bar tables; use of vineyard for engagement, bridal and wedding photography.

**The Wine Bar** **\$X,XXX**  
Includes patio entrance with a fountain, granite tables and chairs for seating up to 75; setup & takedown services.

**Ceremony on the Hillside Terrace** **\$XXX**  
Includes 200 white garden chairs; setup & takedown services.

**Bride’s Room** **\$XXX**  
Includes a beautifully decorated room with seating, mirrors and private bath; 10 hour rental from 1:00 p.m. to 11:00 p.m. on Day of Event.

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### Groom's Room

**\$XXX**

Includes a beautifully decorated room with seating, and private bath; Dressing Room only. No outside alcohol allowed. 4 hour rental from 3:00 p.m. to 7:00 p.m. on Day of Event.

### King Room

**\$XXX**

Overnight accommodations including a King bed. Check in at 1:00 p.m. Check out at 11:00 a.m. No outside alcohol allowed. Maximum occupancy 2 guests.

### Queen Room

**\$XXX**

Overnight accommodations including a Queen bed. Check in at 1:00 p.m. Check out at 11:00 a.m. No outside alcohol allowed. Maximum occupancy 2 guests.

### Mitas Hill Vineyard Wine

**\$XXX**

Includes one case of Mitas Hill Vineyard RED and one case of Mitas Hill Vineyard WHITE

### Security Deposit

**\$500**

A security deposit is required 90 days prior to your event. If the rented rooms are left in the same condition as they were found, and no damage occurs during your event, your deposit will be refunded after your event.

### Day of Event Coordinator

Mitas Hill does NOT provide a Day of Event Coordinator. You are required to have a Day of Event Coordinator to execute your event and manage your timeline.

### TABC Certified Bartending Services

**\$XXX**

All alcohol must be served by TABC certified bartenders. Mitas Hill can only provide bartending services when Mitas Hill Vineyard wine is the ONLY alcohol being served. You are required to hire an approved TABC certified bartending service. An additional \$500 charge will be assessed if you do not use a Vendor from our Preferred Vendor List. See our Alcohol Policy for additional information.

### Catering Services

**\$XXX**

Choose from a list of preferred Catering Services. An additional \$500 charge will be assessed if you do not use a Vendor from our Preferred Vendor List.

## 3. PAYMENTS

To reserve the Leased Space on the date requested, the Client agrees to pay **\$X,XXX.XX** (approximately 50%) due and payable upon signing of this Agreement with the remaining balance due 60 days in advance of the date of the event. Any non-refundable deposits paid prior to the signing of this Agreement to *hold the date* shall be applied toward the payment of the Agreement. The Client agrees to provide a *Credit Card Authorization* to be kept on file for auto payments, property damages and additional fees incurred. The Client agrees that full payment of the Agreement (plus all applicable taxes) is due and payable 60 days in advance of the date of the event.

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The Client will be responsible for the full amount of the Agreement regardless of whether or not all of the Leased Space, goods and services are used. A reduction in the number of anticipated guests or changes not agreed to by Mitas Hill does not obligate Mitas Hill to reduce the amount of this Agreement. Mitas Hill will NOT be responsible for paying any third parties in connection with this event.

Mitas Hill accepts cash, check, money orders, certified checks and credit card payments. Mitas Hill reserves the right to refuse a particular type of payment and demand certified funds. All checks should be made payable to Mitas Hill Vineyard LLC. Should a check be returned to Mitas Hill for any reason, Mitas Hill may require that all future payments be made in certified funds. A service charge of \$50.00 will apply for each check returned to cover bank fees and processing charges.

#### 4. CANCELLATION POLICY

In the unlikely event the Client should cancel the event for any reason and thereby terminate this Agreement, all deposits and payments are nonrefundable. All cancellations must be in writing, signed by the Client and delivered to Mitas Hill by hand or by mail at 2300 Vineyard Hill Lane, McKinney TX 75071. An event date change may be considered a cancellation without written consent and agreement from Mitas Hill.

Mitas Hill reserves the right to cancel the event and terminate this Agreement if the Client fails to meet or violates any term of this Agreement and all deposits and payments made are nonrefundable. Mitas Hill also reserves the right to terminate this Agreement in the event of any damage or destruction of the venue due to a cause beyond its control, or due to any Act of God, which shall prevent it from fulfilling its obligation. Mitas Hill will refund all deposits and payments made but does not accept responsibility or liability for loss or inconvenience due to the above causes.

If the event is shut down early for any reason deemed appropriate by Mitas Hill or Security on premises, the Client will not be reimbursed any monies. Mitas Hill reserves the right to cancel the event and terminate this Agreement at any time from the date of the booking until the event is concluded and issue a full refund.

#### 5. SAFETY RULES AND REGULATIONS

Mitas Hill has established rules and regulations to protect the safety of the Client, guests, vendors, staff, and facility. For purposes of safety and adherence to the law, the Client agrees to abide by the rules and regulations of Mitas Hill, including the rules set forth in this Agreement and any policies or safety rules that may be established by Mitas Hill at its sole discretion and at any time. Additionally, the Client is responsible for guests who are violating the rules and the Client or guest, or both, may be removed from the event.

**The Client agrees NOT to bring any outside alcohol on to the Mitas Hill premise without the written consent of Mitas Hill in the form of a signed Alcohol Agreement.**

The Client and their guests and vendors shall conduct themselves properly and appropriately at all times while at Mitas Hill. As the Client, you understand and agree that it is your sole responsibility to ensure that you and your guests do not become intoxicated at any time during the event. Should you or your guests become intoxicated or impaired, it is your sole responsibility to ensure that you and your guests do not drive a motor vehicle and that you secure alternate transportation, and pay for such transportation as necessary. You further understand and agree that Mitas Hill personnel may remove you or your guests from the event should you or your guests become intoxicated or impaired or otherwise act inappropriately. Mitas Hill reserves the right to stop selling, serving, or delivering alcohol at any time at its sole discretion.

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Mitas Hill and the security staff reserve the right to remove you or any guests that are exhibiting inappropriate behavior including, but not limited to destruction of property, fighting and unauthorized entry into spaces or rooms not included in the lease provisions of this Agreement.

Mitas Hill has a NO SMOKING policy. Smoking, including but not limited to cigarettes, e-cigs, cigars, oral tobacco products, or any illegal substance are not allowed anywhere on the premise. Due to the flammable nature of these products, Mitas Hill does not allow pyrotechnics, bottle rockets, fireworks and candles on the premise. A “sparkler exit” may be permitted with prior written consent by Mitas Hill in the absence of a burn ban in Collin County. Absolutely NO weapons or firearms are allowed on the premise. NO PETS are allowed on the premise with the exception of service animals. Children must be supervised at all times.

## 6. GENERAL RULES AND REGULATIONS

The Client agrees to abide by the general rules and regulation of Mitas Hill. The Client is responsible for any third-party vendor, including but not limited to wedding planners, event coordinators, and outside vendors who are involved in the planning and execution of the event. All vendors must be pre-approved by Mitas Hill at least 30 days prior to the event. Mitas Hill reserves the right to refuse any vendor(s) at its sole discretion.

Decorating must be performed during the rental time agreed upon. All decorations must be pre-approved by Mitas Hill in advance of the event. Helium balloons, pipe and drape, rice, confetti, glitter, silly string, tacks, glue, paint, staples and tape are not allowed. Flower petals may be used outdoors with the exception of the steps on the Hillside Terrace. Indoor/Outdoor *free standing* lighting is allowed in designated areas. No decoration will be allowed near exit doors, kitchen doors or areas designated for food and beverage service. Wine barrels are not allowed in carpeted areas. All decorations must be removed at the end of the event and the facility returned to the original setting. Mitas Hill reserves the right to remove any aspect of the decorations which pose a safety risk or nuisance to our staff, your guests or to the general public.

Final guest count, placement of tables & chairs, audio/visual equipment, cake tables, serving stations and other displays (i.e. floor plan) must be pre-approved by Mitas Hill no later than 7 days in advance of the event. Floor plans must include a seat for every guest for the ceremony and reception. Mitas Hill reserves the right to change the floor plan at its sole discretion for the safety of you, your guests and Mitas Hill personnel.

Linens, flowers, cakes and other decorations must be delivered during the rental time agreed upon. Arrival times must be scheduled in advance with Mitas Hill. All vendors will be required to provide their own storage space (i.e. enclosed trailer, personal vehicle, etc.) and will be required to park in the rear of the building on the day of the event. Mitas Hill does not provide storage space to any vendor, including but not limited to restrooms, closets, bar, suites, offices or lobby areas.

All musicians, bands and DJ's that require electrical outlets must setup in designated areas. Mitas Hill reserves the right to terminate and/or reduce the sound level of the music at any time. Mitas Hill does not allow bubble machines, fog machines or dance wax on the wooden dance floor.

Signage is NOT allowed to be placed on the public road, on the side of the public road or on the premise.

Parking is limited to the parking lot. Parking is not allowed on walking trails, in the vineyard, on the entrance road, fire lane or any other place not designated for parking.

Guests are not permitted in the winery or vineyard (on foot or by vehicle), except with the approval and supervision of Mitas Hill personnel. The Client is responsible to ensure that guests do not injure, destroy, cut or remove vines or grapes from the premise.

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Mitas Hill will not be held liable for any items lost, misplaced, stolen, or damaged. The Client is responsible to confirm that there are not items left behind after the event. Mitas Hill will require a final walk through with a responsible party at the conclusion of the event.

## 7. UNFORSEEN EVENTS

Mitas Hill is not responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, Mitas Hill will not be held responsible.

Mitas Hill reserves the right to move an outdoor ceremony inside within four hours of a ceremony due to inclement weather if there is a safety concern for you, your guests or Mitas Hill personnel. Mitas Hill is not responsible for any expenses incurred as a result of moving a ceremony to an alternate location.

The Client may choose to move an outdoor ceremony inside due to inclement weather. The Client agrees to notify Mitas Hill at least four hours in advance of the scheduled ceremony time. Mitas Hill is not responsible for any expenses incurred as a result of moving a ceremony to an alternate location.

## 8. INSURANCE

Should special insurance be required by Mitas Hill, it will be the responsibility of the Client to provide proof of insurance prior to the event.

## 9. DAMAGES

Mitas Hill will pursue reimbursement for damages. This includes, but is not limited to those damages caused by the Client, guests and/or Third Parties involved, including any entity providing services to the Client directly or indirectly resulting from the event conducted by the Client. This includes, but is not limited to, any and all third parties on the premise as a result of this event, such as vendors, bands, DJ's, emergency medical staff, police, fire department, or any other entity providing service, whether requested or not, to the event. Damages includes physical damage to any part of the premise, personal injury to any person attending the event, any unpaid balances to third-party vendors and any other physical, financial, or personal damage sustained as a result of the event.

## 10. USE OF PERFORMANCES AND COPYRIGHT POLICY

Mitas Hill may from time to time take pictures or videos during the setup, take down or during the actual event. Any images taken will remain the property of Mitas Hill. All ownership (including copyright of photos taken by Mitas Hill) as well as other rights, title and interest in and to these recordings shall belong exclusively to Mitas Hill and may be used for advertising unless the Client requests otherwise in writing.

## 11. ASSUMPTION OF RISK

Using Mitas Hill for a wedding, event or party carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries, (ii) major injuries and (iii) catastrophic injuries. The Client acknowledges that every precaution will be taken by Mitas Hill in ensuring its safety. However, in the absence of willful misconduct or gross negligence, Mitas Hill will not be responsible for any injuries to any parties in attendance at the event.

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## 12. WAIVER OF LIABILITY

The Client agrees to release, waive, discharge and covenant not to sue Mitas Hill or any service provider of Mitas Hill, for any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of Mitas Hill, that may arise from or be related to any loss, damage, accident, illness or injury, including death which may be sustained by the Client or the Client's guests while attending the event at Mitas Hill.

## 13. RELEASE AND INDEMNITY

THE CLIENT HEREBY IRREVOCABLY WAIVES AND RELEASES ANY RIGHT OF ACTION OR OTHER CLAIM OR RECOURSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN TORT OR OCCUPIERS LIABILITY, ANY LOSS, DAMAGE, ACCIDENT, ILLNESS, OR INJURY, INCLUDING DEATH, COLLECTIVELY "CLAIM") THAT THE CLIENT MAY AT ANY TIME HAVE AGAINST MITAS HILL VINEYARD, LLC D/B/A MITAS HILL VINEYARD OR ITS MEMBERS, MANAGERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, SPONSORS, AGENTS, AND CONTRACTORS (COLLECTIVELY "MITAS HILL PARTIES") IN RESPECT OF OR ARISING OUT OF ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSS WHICH THE CLIENT MAY AT ANY TIME INCUR OR SUFFER AS A RESULT OF OR ARISING OUT OF THE CLIENT'S USE OF, PRESENCE UPON, OR PROXIMITY TO MITAS HILL, EXCEPT WHERE SUCH INJURY OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR OTHER WILLFUL WRONGDOING OF A PERSON OR PERSONS THAT THE CLIENT IS RELEASING HEREUNDER.

THE CLIENT DISCHARGES, COVENANTS NOT TO SUE, AGREES TO INDEMNIFY AND SAVE HARMLESS THE MITAS HILL PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OR THIRD PARTY CLAIMS, INCURRED OR SUFFERED BY, ARISING DIRECTLY OR INDIRECTLY OUT OF OR BY REASON OF ANY NEGLIGENT OR OTHER ACT OF THE CLIENT OR HIS/HER GUESTS OR INVITEES, ANY BREACH OF THIS AGREEMENT OR THE RULES AND REGULATIONS, AND ANY DAMAGE TO THE PROPERTY OF MITAS HILL.

## 14. SEVERABILITY

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

## 15. GENERAL PROVISIONS

**The Client acknowledges that Mitas Hill has no obligations to the Client, save as expressly stated in this Agreement, and no obligations are to be implied.**

Any notice required or permitted to be given to a Client by Mitas Hill hereunder may also be sufficiently given if mailed by ordinary mail to the address last provided to Mitas Hill by the Client.

The Client shall not assign or sub-lease any terms, conditions, or services contained in this Agreement or any interest therein without the written consent of Mitas Hill.

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. The Client agrees to cooperate with Mitas Hill to ensure compliance with such laws.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Texas without giving effect to principles of conflicts of law. Venue for any proceeding shall be in Collin County, Texas.

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**16. ACKNOWLEDGMENT AND UNDERSTANDING**

*I hereby acknowledge that the use of Mitas Hill and any privilege or service incident to the event is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my family, and my guests sustained while using the facilities at Mitas Hill or while involved in any event or activity incident to the event. I have read the release, waive and hold harmless provisions of this Agreement.*

*I agree to release and hold Mitas Hill Vineyard LLC d/ b/ a Mitas Hill Vineyard, any manager or owner of Mitas Hill, tier affiliates, their successors and assigns, and their respective directors, officers, partners, members, shareholders, managers, employees, representatives, and agents (collectively, "Mitas Hill Personnel"), harmless in accordance with the provisions of this Agreement.*

*I agree that if I engage in any act or omission which causes, or contributes to, any personal injury or property damage to myself or any third party: (a) while I am attending or participating in any event; (b) when traveling to or from the event; or (c) following any event at which I consumed alcohol, I waive all claims against the Mitas Hill Parties for such damage and/or injury. Should any Mitas Hill Parties incur any liability arising from or relating to my acts or omissions referenced in this paragraph, or be threatened with liability arising from or relating to such acts or omissions, I shall indemnify such Mitas Hill Parties for all damages, judgments, awards, settlements, attorney's fees, litigation, and/or arbitration expenses incurred by such Mitas Hill Parties in defending against such claim or action.*

***I further acknowledge that I am not relying on any oral representations and that I have completely read and fully understand the terms of this Agreement.***

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**This Agreement shall not be binding on Mitas Hill until the acceptance below is signed by an authorized representative.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agreed to by \_\_\_\_\_ (initials)

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## CREDIT CARD AUTHORIZATION

I hereby authorize Mitas Hill Vineyard LLC to charge the balance due on my account to the credit card provided herein.

I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement. (Please print)

NAME ON CREDIT CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

VISA     MASTERCARD     DISCOVER     AMERICAN EXPRESS

CREDIT CARD NUMBER: \_\_\_\_\_

EXP DATE: \_\_\_\_\_ SECURITY CODE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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