



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

## Event Contract

**Event:** Sage Oak Charter Schools - Meeting Day 1

**Account:** Sage Oak Charter Schools

**Contact:** Krista Woodgrit

**Phone:** 909-531-7774

**Email:** [lsnee@sageoak.education](mailto:lsnee@sageoak.education)

**Address:** 1473 Ford Street  
Suite 105  
Redlands, CA 92325

**Event Planner:** Carly Lambeth

**Phone/Email:** (951) 252-1766 ext. 115 /  
[clambeth@pontewinery.com](mailto:clambeth@pontewinery.com)

**Date:** Tuesday, September 24, 2024

**Time:** 8:00 AM - 6:00 PM

**Location:** Reserve Room and Reserve Room Veranda

**Event Type:** Corporate

**Expected Guests:** 7

**Guaranteed Guests:**

**Room Rental:** \$500.00

**F&B Minimum:** \$1,000.00

Name	Date	Time	Areas	Gtd
<b>Sage Oak Charter Schools - Meeting Day 1</b>	<b>9/24/2024</b>	<b>8:00 am - 6:00 pm</b>	<b>Reserve Room and Reserve Room Veranda</b>	
Sage Oak Charter Schools - Meeting Day 2	9/25/2024	8:00 am - 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 3	9/26/2024	8:00 am - 1:00 pm	Reserve Room and Reserve Room Veranda	

Food

Qty		Price	Total
1	Tuesday Food & Beverage Minimum - Reserve Room	\$1,000.00	\$1,000.00

Room Rental

Qty		Price	Total
1	Tuesday Venue Rental Fee - Reserve Room	\$500.00	\$500.00

Estimated Billing

		Total
Room Rental		\$500.00
Food		\$1,000.00
Subtotal		\$1,500.00
Service Charge	22.0%	\$330.00
TVWAHD Assmt	1.0%	\$18.30
State Sales Tax	7.75%	\$143.24
Grand Total		\$1,991.54
Initial Deposit (Due 8/22/2024)	Unpaid	\$500.00
2nd Deposit (Due 8/29/2024)	Unpaid	\$1,491.54
Estimated Amount Due (9/10/2024)		\$1,991.54

Client Initials



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## Price Break Down:

## CHARGES, POLICIES & CONDITIONS

### Duration, Food/Beverage Minimum, Room Rental Fee:

- Event Must End No Later than 6:00pm
- Food and Beverage Minimum is \$1,000 plus tax and service charge
- Room Rental Fee is \$500 plus tax and service charge

Menu and beverage selections will be decided at the Final Appointment (six to eight weeks prior to the date of the event). **Fourteen (14) days prior to the event, we must receive your guaranteed guest count; including number of adults, children, and vendors attending as well as the entrée selection for each guest. The guaranteed guest count given at this time will be the total number of meals you will be charged for, even if your guest count decreases. If guest count exceeds the agreed upon number of guests, Ponte Winery will make a reasonable effort to duplicate the menu selected and Client will be charged accordingly.**

### What's Included:

#### The Menu Price Includes the Following:

- Tables; 66" rounds for dining tables and/or 6' banquet for auxiliary tables.
- Set-up and breakdown of the event site.
- Choice of solid colored house floor length table linens and overlays, cloth napkins for dining, all china, tableware, and stemware. Upgraded linens and chair covers are also available at an additional charge.
- A 16' x 16' dance floor in the Vineyard Pavilion. Not necessary in Barrel Room or Reserve Room.

### Limitations and Surcharges:

**Beverages:** Wine and Beer must be selected from the current Ponte Wine List. Additional wine may be purchased the night of your event. Guests can purchase wine by the bottle (or by the case at a 10% discount). No other discounts apply to wine purchases.

- Facility rental requires the purchase of Ponte Winery food and beverages.

- Riverside Health Department does not allow Ponte to serve homemade goods; Ponte is a health-approved kitchen.
- Outside Wine and Champagne may be brought in at a \$25.00 per bottle corkage fee. Ponte does not allow any other type of alcohol to be brought onto the premise.
- The minimum guest count requirement is applicable to full price adults only.
- The capacity for the Barrel Room is 100 guests for sit down dinner only, and the Reserve Room indoor capacity is 90 guests for sit down dinner only.
- The Bar will close 15 minutes prior to the conclusion of the event and alcohol service will stop.
- All music will stop 15 minutes prior to conclusion of the event.
- No hard liquor is allowed at the Winery.
- Any outside alcoholic beverages brought onto the property by Client or guest without prior arrangement by the Client and a Ponte Winery coordinator will be confiscated and the guest will be asked to leave the event.
- Ponte Winery reserves the right to refuse service to anyone who is, in our opinion, intoxicated.
- No open alcoholic beverages are allowed to be taken off the grounds.
- All guests will be required to vacate the premises within 30 minutes of the conclusion of your event.
- Vendors must vacate the property within 60 minutes of the conclusion of your event; overtime will be charged if vendors extend past the 60 minutes at a charge of \$150.00 per hour. You may pre-purchase additional vendor setup or breakdown time, based on availability, at a rate of \$150.00 per-hour.
- Extra event time may be pre-purchased at a rate of \$650.00 per hour plus any extra bar, food and beverage fees. Event time cannot exceed 10:00pm.
- Client is responsible for all personal items. Ponte Winery will not be held responsible for any valuable items left.
- Parking is complimentary to our guests. For the majority of events this parking area will be sufficient. Valet parking is available for an additional charge. Ponte Winery is not responsible for any damage or theft to vehicles parked in the parking lot.

In addition to the Menu price, the following scenarios will be applied to Client's final bill and will be payable upon receipt: charges for wine used in excess of the requested quantity, additional client requests, overtime, breakage or other facility damage, or other unforeseen costs. Sales tax (7.75%) and service charge (22%) will be added at the current prevailing rate. Temecula Valley Wine & Agricultural Heritage District Assessment is all sales are subject to a 1% fee. The set-up times and consultations are limited to the time frames established herein. Alterations to these policies are permitted only with a rider to this contract and are subject to the current overtime and consultation fees, tax and service charge.

### **Deposits, Payments and Cancellation Policy:**

#### **Deposits:**



- A. THE BOOKING DEPOSIT AND PROGRESS PAYMENTS ARE NON-REFUNDABLE AND CANNOT BE APPLIED TO OTHER PONTE FAMILY ESTATE GOODS OR SERVICES.
- B. To secure the date the booking deposit is \$500.00 or 10% of the estimated total amount of the contract, whichever is greater. The final balance is due fourteen (14) days prior to the event.
- C. The second payments can be made by personal check.
- D. **The final payment cannot be made by personal check; accepted tender is a credit card, cash, money order or a cashier's check.**

### Cancellation:

- A. The event deposit of 10% of the total amount of the contract, or \$500.00 whichever is greater, that is paid upon booking is non-refundable after 72 hours of booking your event. In the event that you should cancel the Event and this contract within 72 hours of signing it, you agree to pay Ponte Winery a \$250 administration fee (to be deducted from the Client's deposit). In the event that Ponte Winery must for any reason cancel the contract within 72 hours of booking we will give you a full refund of your deposit.
- B. Should either party cancel the event for any reason, except for an act of God after the 72 hours following the signing of this contract, then liquidated damages shall be paid by the canceling party to the non-canceling party at the time of the cancellation. This amount is agreed not to constitute a penalty.
- C. Under these circumstances, Ponte Family Estate will make every effort to reschedule your on a mutually agreed upon date. Death or disability of a participant or a guest in the event is not considered, for purposes of this contract, an Act of God.
- D. Insurance is available to cover death or illness along with other insurable circumstances.
- E. All cancellations must be requested in writing.

Payments made by the canceling party to the non-canceling party shall be made according to the following schedule:

9 months or more prior to event date	10% of the total contract amount.
6 to 9 months prior to event	30% of the total contract amount
3 to 6 months prior to event	60% of the total contract amount
3 months to 7 days prior to event	90% of the total contract amount
7 days or less prior to event	100% of the total contract amount

The non-refundable event deposit is 10% of the total amount of the contract or \$500.00 whichever is greater. The final payment is due Fourteen (14) days prior to the event. **The final payment cannot be made by personal check; credit card, money order, or cashier's check will be accepted.**

### Outside Vendor Rules and Regulations:

***Please be sure to inform your outside vendors of Ponte Winery policies prior to the event.***

Set-up time for Vendors can begin one (1) hour prior to the beginning of your event. Special requests for setup time will be considered. Load-out time lasts one (1) hour after the conclusion of your Event. If your vendor extends beyond this time frame, you will be charged overtime. If these time frames cannot be observed because of extenuating circumstances, please see your coordinator to determine if special arrangements can be made. Any agreement to extend beyond these parameters requires a written rider to your contract and overtime will be charged at the current per-hour rate.

**Vendor Insurance:** It is the Client's responsibility to ensure that all vendors providing a service that utilize or modify our facility in some way at Ponte Family Estate Winery are covered by a Certificate of Insurance. If a copy is requested, the vendor will need to provide a Certificate of Insurance naming Ponte Family Estate Winery as an additional insured for an amount of no less than \$1,000,000. The copy provided must have an endorsement of their policy as additionally insured.

**Vendor Meals:** If vendor meals are required, they will be offered at a 50% discount of the per person event menu rate. These meals must be ordered at least two weeks prior to your event. A Non-alcoholic beverage will be provided. No other alcohol is permitted while at Ponte Winery. If a vendor brings outside alcoholic beverages or illegal substances to Ponte Winery, he or she will be asked to leave immediately.

**Decorations Supplied by Outside Vendors:** All flowers and other decorations will be kept in the elegant theme and good taste of the Winery's architecture and décor. No items may be attached to the structures of the Winery. Decorations may not be fastened with thumbtacks, duct tape, nails, staples or glue guns. Zip ties, pipe cleaners and floral wire are suggested. All decorations must have prior approval of Ponte Winery, and must be set up and displayed so as not to interfere with the Winery's daily operation. Elaborate décor may not be completed by the guest unless sufficiently insured for liability reasons. As an additional expense, Ponte staff will execute your décor requests within reason. Glitter, confetti, crepe paper and rice are prohibited at the winery.

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

If helium or Mylar balloons are released in the Vineyard Pavilion a charge of \$250.00 will be added to your final bill for their removal.

To ensure the security of gifts we request that a family member be assigned to collect and remove gifts upon the conclusion of your event. All personal items (cake pieces, toasting glasses, floral arrangements or decorations) shall also be removed at the conclusion of the event. All items left on the premise for more than 48 hours including centerpieces, décor, etc. will be considered trash and will be thrown away.

**Set-Up/Break-Down:** The Client and their vendors shall have limited access to the facility one (1) hour prior to commencement of the event. Immediately after the event, all property belonging to the Client and their vendors shall be removed from Ponte Winery. If a Vendor is not present at the end of the event, they shall have until 10:00 a.m. the following day to retrieve their property. Any additional access must be prearranged and authorized by Ponte Winery and will be available only by written agreement. This time will be charged as overtime, at the current rates. Daily hours for the Winery are 10:00 a.m. to 5:00 p.m.

**Weather:** Ponte Winery cannot be held responsible for inclement weather. Days can be very hot in the summer and the nights chilly, particularly in the spring and fall. Winters can be cold even during the day. Due to the unpredictability of weather in the Temecula region and to the large variation in temperature possible during any given afternoon/evening, we recommend informing your guests to dress accordingly.

**Smoking:** Smoking is permitted in the outdoor areas surrounding the Ponte Winery structures and cigarette disposal areas are clear. In accordance with California State Law, **NO** smoking is allowed inside any of the winery buildings, restrooms, or the Vineyard Pavilion.

### **Miscellaneous Provisions:**

#### **Service and Consumption of Alcohol**

Ponte Winery shall be the sole provider of food and beverage services for the event. No outside alcohol of any type shall be brought onto Ponte Winery's premises unless otherwise provided for by Ponte Winery. The Client shall be responsible for notifying Ponte Winery of any food or other allergies of any event attendee, which allergies Ponte Winery will attempt but cannot guarantee it will be able to accommodate. Ponte Winery shall be the sole provider and server of alcoholic beverages at the event. Alcohol may be consumed only in the areas designated by Ponte Winery. Identification or proof of age may be requested by Ponte Winery from any person who appears to be under the age of 30. Ponte Winery shall refuse service to any attendee or invitee to the event who appears to be intoxicated or under the age of 30 without identification or proof of age. The Client agrees to cooperate with and assist Ponte Winery in enforcing both the laws of the State of California and the above policies regarding the consumption of alcoholic beverages at the Venue.

#### **Force Majeure**

The parties' performance under this Agreement will be excused or may be delayed or modified without liability in the event performance is made illegal or impossible due to acts of God, including but not limited to fire, earthquake, flood, acts war or terrorism, acts of civil or military authorities, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor or materials, riots, accidents, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance unforeseen and/or beyond the reasonable control of either party. In the event it becomes necessary for the Winery to cancel this contract pursuant to this force majeure paragraph, the Winery will offer three alternate dates for the

Event once operations are able to resume. The alternate dates will be for the same day of the week as the original Event was scheduled. If Client does not accept one of the three alternate dates proposed by Winery all monies previously paid to the Winery by Client will be non-refundable and forfeited to Winery.

### **Indemnification**

To the maximum extent permitted by law, the Client agrees to indemnify, defend and hold harmless Ponte Winery, the owner and manager of Ponte Winery, and their respective associates and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with the event, including the use of the services and facilities of Ponte Winery by the Client, its attendees, invitees or any contractors or third party service providers hired or engaged by the Client, except those claims arising out of the gross negligence or willful misconduct of Ponte Winery. The provision of this section shall survive the performance and expiration of this Agreement.

### **Risk of Loss**

By entering into this Agreement, the Client assumes and accepts the risk of loss for any and all direct or indirect, consequential or punitive damages caused by the Client and its individual attendees entitled to attend the event held at Ponte Winery. Such risk of loss shall include property damage, personal injury or death and all economic damages, including reasonable attorneys' fees incurred by or at Ponte Winery as the result of actions or inactions of the Client and its attendees, guests and invitees.

### **Property Damage**

The Client is responsible for any damage done to the premises or any other property of Ponte Winery by the action or inactions of the Client's guests, invitees, attendees, employees, independent contractors, or other agents while such individuals are on the premises or under its control and/or the control of any independent contractors hired by the Client. Ponte Winery does not assume any responsibility for damage to or loss of any merchandise or articles left at Ponte Winery prior to, during, or following the event.

### **Intellectual Property**

Ponte Winery and Ponte Family Estate are the owners of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs. Any use of the marks by the Client or any of its members, you or your attendees in any advertising, promotional materials, either printed or electronic, or other marketing of your event is subject to the provisions of a separate License Agreement and is subject to the approval of Ponte Winery, which may be withheld in its sole discretion. Please contact Leah Schmitt at 818-706-8311, for further information on promoting and marketing your event through the use of the marks. Ponte Winery, in its sole discretion, may capture any portion of the event or the attendees, utilizing both still photography and/or videography. The Client agrees that Ponte Winery shall be considered the

copyright author and owner, for all purposes, of any and all such images, and Ponte Winery may reproduce, publish, exhibit, and otherwise use the images, offline or online, for any purposes, including but not limited to social media sites, advertising and marketing, including usage as samples on the Ponte Winery's website, on any promotional materials, in digital or print albums presented to prospective clients or others, or provided to various vendors, event locations, venues or otherwise.

### **Enforcement of this Agreement**

This Agreement shall be governed by the laws of California. The parties agree that any dispute arising under this Agreement or in any manner concerning the Program or any issue between the Client and Ponte Winery shall be solely resolved by final and binding arbitration pursuant to the streamlined rules of JAMS which can be reviewed at [www.jamsadr.com](http://www.jamsadr.com). The parties shall bear their own attorneys' fees and costs in the event of such arbitration and the arbitrator shall award the prevailing party its reasonable attorneys' fees and costs.

### **Emergency**

The winery provides on site service staff that are able to provide reasonable assistance in the event of a non-emergency requests. In the event of an emergency, the Client or their guests are responsible to call 911 for help.

### **Firearms and Weapons**

Firearms, knives and all weapons are strictly prohibited on Winery grounds unless the Wedding Coordinator has granted prior written permission. The written permission will then be made a permanent part of this contract. Permission is granted on a case by case situation such as the military ceremonial swords used in some services. Any violation will be subject to immediately ending the event, reporting to the police and subsequent legal action.

### **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, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the terms outlined above are not met, including timely receipt of progress payments, we reserve the right to cancel your reservation, assess you the cancellation fees, and offer the date

to other prospective clients.

**Model Release Clause:**

It is agreed that Ponte Family Estate may use still photographs and video of the Client and all Guests for advertising and promotional purposes with no compensation. If the Client does not agree with the Model Release Clause please provide a written request no later than 14 days prior to your event.

**I have read, understand and agree to the above guidelines, costs, non-refundable payment schedule, disclosures and other requirements outlined in this contract.**

**Client Signature****Client Initials**



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**Event:** Sage Oak Charter Schools - Meeting Day 1

**Date:** Tuesday, September 24, 2024

**Account:** Sage Oak Charter Schools

**Time:** 8:00 AM - 6:00 PM

**Contact:** Krista Woodgrit

**Location:** Reserve Room and Reserve Room Veranda

**Phone:** 909-531-7774

**Event Type:** Corporate

**Email:** [lsnee@sageoak.education](mailto:lsnee@sageoak.education)

**Expected Guests:** 7

**Address:** 1473 Ford Street  
Suite 105

**Guaranteed Guests:**

Redlands, CA 92325

**Event Planner:** Carly Lambeth

**Room Rental:** \$500.00

**Phone/Email:** (951) 252-1766 ext. 115 /  
[clambeth@pontewinery.com](mailto:clambeth@pontewinery.com)

**F&B Minimum:** \$1,000.00

#### ADDENDUM TO Sage Oak Charter Schools - Meeting Day 1

In response to the recent outbreak of COVID-19, more commonly known as Corona Virus, the parties agree that should any governmental entity issue an order, rule or regulation or should Ponte believe, that as a result of the Coronavirus, it is advisable for the safety of its guests, associates and all concerned, that any scheduled event be cancelled or postponed or that Ponte's operations cease temporarily, the parties agree to the following modification to the agreement.

The event which is the subject of the Agreement, shall be rescheduled for a mutually acceptable date, subject to availability, within six (6) months of the date the applicable governmental order, rule or regulation is lifted or within six (6) months of the date Ponte determines that the safety of its guests, associates and all concerned is no longer compromised. No deposits, which would otherwise be refundable, will be subject to refund by Ponte. The deposit schedule for the rescheduled event shall coincide with the deposit schedule as outlined in the Agreement. For example, if deposit #2 is due 60 days before the scheduled event, the amended deposit date shall be 60 days prior to the rescheduled event.

The parties acknowledge that all other terms and conditions of the original Agreement shall remain in full force and effect.



**Client Signature** 



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## Credit Card Authorization

Please fill in the following form to secure your reservation on Tuesday, September 24, 2024 at Ponte Family Estate Winery. The deposit for this event is \$500.00 and will be charged to the card below.

The Food & Beverage Minimum for your event is \$1,000.00.

This is not an electronic document. Please print the credit card authorization form, complete, sign and return.

The credit card placed on file will automatically be charged for the scheduled deposits listed in this contract. If a new credit card is required for payment we must be notified prior to the deposit due dates.

## Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
<b>I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.</b>	
Cardholder's Signature:	
Print Name:	
Date:	



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Event Contract

**Event:** Sage Oak Charter Schools - Meeting Day 2

**Account:** Sage Oak Charter Schools

**Contact:** Krista Woodgrit

**Phone:** 909-531-7774

**Email:** [lsnee@sageoak.education](mailto:lsnee@sageoak.education)

**Address:** 1473 Ford Street  
Suite 105  
Redlands, CA 92325

**Event Planner:** Carly Lambeth

**Phone/Email:** (951) 252-1766 ext. 115 / [clambeth@pontewinery.com](mailto:clambeth@pontewinery.com)

**Date:** Wednesday, September 25, 2024

**Time:** 8:00 AM - 6:00 PM

**Location:** Reserve Room and Reserve Room Veranda

**Event Type:** Corporate

**Expected Guests:** 7

**Guaranteed Guests:**

**Room Rental:** \$500.00

**F&B Minimum:** \$1,000.00

Name	Date	Time	Areas	Gtd
Sage Oak Charter Schools - Meeting Day 1	9/24/2024	8:00 am – 6:00 pm	Reserve Room and Reserve Room Veranda	
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Food

Qty		Price	Total
1	Wednesday Food & Beverage Minimum - Reserve Room	\$1,000.00	\$1,000.00

Room Rental

Qty		Price	Total
1	Wednesday Venue Rental Fee - Reserve Room	\$500.00	\$500.00

Estimated Billing

		Total
Room Rental		\$500.00
Food		\$1,000.00
Subtotal		\$1,500.00
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#### The Menu Price Includes the Following:

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- E. All cancellations must be requested in writing.

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9 months or more prior to event date	10% of the total contract amount.
6 to 9 months prior to event	30% of the total contract amount
3 to 6 months prior to event	60% of the total contract amount
3 months to 7 days prior to event	90% of the total contract amount
7 days or less prior to event	100% of the total contract amount

The non-refundable event deposit is 10% of the total amount of the contract or \$500.00 whichever is greater. The final payment is due Fourteen (14) days prior to the event. **The final payment cannot be made by personal check; credit card, money order, or cashier's check will be accepted.**

### Outside Vendor Rules and Regulations:



***Please be sure to inform your outside vendors of Ponte Winery policies prior to the event.***

Set-up time for Vendors can begin one (1) hour prior to the beginning of your event. Special requests for setup time will be considered. Load-out time lasts one (1) hour after the conclusion of your Event. If your vendor extends beyond this time frame, you will be charged overtime. If these time frames cannot be observed because of extenuating circumstances, please see your coordinator to determine if special arrangements can be made. Any agreement to extend beyond these parameters requires a written rider to your contract and overtime will be charged at the current per-hour rate.

**Vendor Insurance:** It is the Client's responsibility to ensure that all vendors providing a service that utilize or modify our facility in some way at Ponte Family Estate Winery are covered by a Certificate of Insurance. If a copy is requested, the vendor will need to provide a Certificate of Insurance naming Ponte Family Estate Winery as an additional insured for an amount of no less than \$1,000,000. The copy provided must have an endorsement of their policy as additionally insured.

**Vendor Meals:** If vendor meals are required, they will be offered at a 50% discount of the per person event menu rate. These meals must be ordered at least two weeks prior to your event. A Non-alcoholic beverage will be provided. No other alcohol is permitted while at Ponte Winery. If a vendor brings outside alcoholic beverages or illegal substances to Ponte Winery, he or she will be asked to leave immediately.

**Decorations Supplied by Outside Vendors:** All flowers and other decorations will be kept in the elegant theme and good taste of the Winery's architecture and décor. No items may be attached to the structures of the Winery. Decorations may not be fastened with thumbtacks, duct tape, nails, staples or glue guns. Zip ties, pipe cleaners and floral wire are suggested. All decorations must have prior approval of Ponte Winery, and must be set up and displayed so as not to interfere with the Winery's daily operation. Elaborate décor may not be completed by the guest unless sufficiently insured for liability reasons. As an additional expense, Ponte staff will execute your décor requests within reason. Glitter, confetti, crepe paper and rice are prohibited at the winery.

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

If helium or Mylar balloons are released in the Vineyard Pavilion a charge of \$250.00 will be added to your final bill for their removal.

To ensure the security of gifts we request that a family member be assigned to collect and remove gifts upon the conclusion of your event. All personal items (cake pieces, toasting glasses, floral arrangements or decorations) shall also be removed at the conclusion of the event. All items left on the premise for more than 48 hours including centerpieces, décor, etc. will be considered trash and will be thrown away.

**Set-Up/Break-Down:** The Client and their vendors shall have limited access to the facility one (1) hour prior to commencement of the event. Immediately after the event, all property belonging to the Client and their vendors shall be removed from Ponte Winery. If a Vendor is not present at the end of the event, they shall have until 10:00 a.m. the following day to retrieve their property. Any additional access must be prearranged and authorized by Ponte Winery and will be available only by written agreement. This time will be charged as overtime, at the current rates. Daily hours for the Winery are 10:00 a.m. to 5:00 p.m.

**Weather:** Ponte Winery cannot be held responsible for inclement weather. Days can be very hot in the summer and the nights chilly, particularly in the spring and fall. Winters can be cold even during the day. Due to the unpredictability of weather in the Temecula region and to the large variation in temperature possible during any given afternoon/evening, we recommend informing your guests to dress accordingly.

**Smoking:** Smoking is permitted in the outdoor areas surrounding the Ponte Winery structures and cigarette disposal areas are clear. In accordance with California State Law, **NO** smoking is allowed inside any of the winery buildings, restrooms, or the Vineyard Pavilion.

### **Miscellaneous Provisions:**

#### **Service and Consumption of Alcohol**

Ponte Winery shall be the sole provider of food and beverage services for the event. No outside alcohol of any type shall be brought onto Ponte Winery's premises unless otherwise provided for by Ponte Winery. The Client shall be responsible for notifying Ponte Winery of any food or other allergies of any event attendee, which allergies Ponte Winery will attempt but cannot guarantee it will be able to accommodate. Ponte Winery shall be the sole provider and server of alcoholic beverages at the event. Alcohol may be consumed only in the areas designated by Ponte Winery. Identification or proof of age may be requested by Ponte Winery from any person who appears to be under the age of 30. Ponte Winery shall refuse service to any attendee or invitee to the event who appears to be intoxicated or under the age of 30 without identification or proof of age. The Client agrees to cooperate with and assist Ponte Winery in enforcing both the laws of the State of California and the above policies regarding the consumption of alcoholic beverages at the Venue.

#### **Force Majeure**

The parties' performance under this Agreement will be excused or may be delayed or modified without liability in the event performance is made illegal or impossible due to acts of God, including but not limited to fire, earthquake, flood, acts war or terrorism, acts of civil or military authorities, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor or materials, riots, accidents, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance unforeseen and/or beyond the reasonable control of either party. In the event it becomes necessary for the Winery to cancel this contract pursuant to this force majeure paragraph, the Winery will offer three alternate dates for the

Event once operations are able to resume. The alternate dates will be for the same day of the week as the original Event was scheduled. If Client does not accept one of the three alternate dates proposed by Winery all monies previously paid to the Winery by Client will be non-refundable and forfeited to Winery.

### **Indemnification**

To the maximum extent permitted by law, the Client agrees to indemnify, defend and hold harmless Ponte Winery, the owner and manager of Ponte Winery, and their respective associates and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with the event, including the use of the services and facilities of Ponte Winery by the Client, its attendees, invitees or any contractors or third party service providers hired or engaged by the Client, except those claims arising out of the gross negligence or willful misconduct of Ponte Winery. The provision of this section shall survive the performance and expiration of this Agreement.

### **Risk of Loss**

By entering into this Agreement, the Client assumes and accepts the risk of loss for any and all direct or indirect, consequential or punitive damages caused by the Client and its individual attendees entitled to attend the event held at Ponte Winery. Such risk of loss shall include property damage, personal injury or death and all economic damages, including reasonable attorneys' fees incurred by or at Ponte Winery as the result of actions or inactions of the Client and its attendees, guests and invitees.

### **Property Damage**

The Client is responsible for any damage done to the premises or any other property of Ponte Winery by the action or inactions of the Client's guests, invitees, attendees, employees, independent contractors, or other agents while such individuals are on the premises or under its control and/or the control of any independent contractors hired by the Client. Ponte Winery does not assume any responsibility for damage to or loss of any merchandise or articles left at Ponte Winery prior to, during, or following the event.

### **Intellectual Property**

Ponte Winery and Ponte Family Estate are the owners of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs. Any use of the marks by the Client or any of its members, you or your attendees in any advertising, promotional materials, either printed or electronic, or other marketing of your event is subject to the provisions of a separate License Agreement and is subject to the approval of Ponte Winery, which may be withheld in its sole discretion. Please contact Leah Schmitt at 818-706-8311, for further information on promoting and marketing your event through the use of the marks. Ponte Winery, in its sole discretion, may capture any portion of the event or the attendees, utilizing both still photography and/or videography. The Client agrees that Ponte Winery shall be considered the

copyright author and owner, for all purposes, of any and all such images, and Ponte Winery may reproduce, publish, exhibit, and otherwise use the images, offline or online, for any purposes, including but not limited to social media sites, advertising and marketing, including usage as samples on the Ponte Winery's website, on any promotional materials, in digital or print albums presented to prospective clients or others, or provided to various vendors, event locations, venues or otherwise.

### **Enforcement of this Agreement**

This Agreement shall be governed by the laws of California. The parties agree that any dispute arising under this Agreement or in any manner concerning the Program or any issue between the Client and Ponte Winery shall be solely resolved by final and binding arbitration pursuant to the streamlined rules of JAMS which can be reviewed at [www.jamsadr.com](http://www.jamsadr.com). The parties shall bear their own attorneys' fees and costs in the event of such arbitration and the arbitrator shall award the prevailing party its reasonable attorneys' fees and costs.

### **Emergency**

The winery provides on site service staff that are able to provide reasonable assistance in the event of a non-emergency requests. In the event of an emergency, the Client or their guests are responsible to call 911 for help.

### **Firearms and Weapons**

Firearms, knives and all weapons are strictly prohibited on Winery grounds unless the Wedding Coordinator has granted prior written permission. The written permission will then be made a permanent part of this contract. Permission is granted on a case by case situation such as the military ceremonial swords used in some services. Any violation will be subject to immediately ending the event, reporting to the police and subsequent legal action.

### **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, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the terms outlined above are not met, including timely receipt of progress payments, we reserve the right to cancel your reservation, assess you the cancellation fees, and offer the date

to other prospective clients.

**Model Release Clause:**

It is agreed that Ponte Family Estate may use still photographs and video of the Client and all Guests for advertising and promotional purposes with no compensation. If the Client does not agree with the Model Release Clause please provide a written request no later than 14 days prior to your event.

**I have read, understand and agree to the above guidelines, costs, non-refundable payment schedule, disclosures and other requirements outlined in this contract.**

**Client Signature** 

**Client Initials** 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

**Event:** Sage Oak Charter Schools - Meeting Day 2

**Date:** Wednesday, September 25, 2024

**Account:** Sage Oak Charter Schools

**Time:** 8:00 AM - 6:00 PM

**Contact:** Krista Woodgrit

**Location:** Reserve Room and Reserve Room Veranda

**Phone:** 909-531-7774

**Event Type:** Corporate

**Email:** [lsnee@sageoak.education](mailto:lsnee@sageoak.education)

**Expected Guests:** 7

**Address:** 1473 Ford Street  
Suite 105

**Guaranteed Guests:**

Redlands, CA 92325

**Event Planner:** Carly Lambeth

**Room Rental:** \$500.00

**Phone/Email:** (951) 252-1766 ext. 115 /  
[clambeth@pontewinery.com](mailto:clambeth@pontewinery.com)

**F&B Minimum:** \$1,000.00

### ADDENDUM TO Sage Oak Charter Schools - Meeting Day 2

In response to the recent outbreak of COVID-19, more commonly known as Corona Virus, the parties agree that should any governmental entity issue an order, rule or regulation or should Ponte believe, that as a result of the Coronavirus, it is advisable for the safety of its guests, associates and all concerned, that any scheduled event be cancelled or postponed or that Ponte's operations cease temporarily, the parties agree to the following modification to the agreement.

The event which is the subject of the Agreement, shall be rescheduled for a mutually acceptable date, subject to availability, within six (6) months of the date the applicable governmental order, rule or regulation is lifted or within six (6) months of the date Ponte determines that the safety of its guests, associates and all concerned is no longer compromised. No deposits, which would otherwise be refundable, will be subject to refund by Ponte. The deposit schedule for the rescheduled event shall coincide with the deposit schedule as outlined in the Agreement. For example, if deposit #2 is due 60 days before the scheduled event, the amended deposit date shall be 60 days prior to the rescheduled event.

The parties acknowledge that all other terms and conditions of the original Agreement shall remain in full force and effect.

**Client Signature**

A handwritten signature in black ink, appearing to read "Tim OB", followed by a long horizontal flourish.





35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

## Credit Card Authorization

Please fill in the following form to secure your reservation on Wednesday, September 25, 2024 at Ponte Family Estate Winery. The deposit for this event is \$500.00 and will be charged to the card below.

The Food & Beverage Minimum for your event is \$1,000.00.

This is not an electronic document. Please print the credit card authorization form, complete, sign and return.

The credit card placed on file will automatically be charged for the scheduled deposits listed in this contract. If a new credit card is required for payment we must be notified prior to the deposit due dates.

## Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
<b>I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.</b>	
Cardholder's Signature:	
Print Name:	
Date:	



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

## Event Contract

**Event:** Sage Oak Charter Schools - Meeting Day 3

**Account:** Sage Oak Charter Schools

**Contact:** Krista Woodgrit

**Phone:** 909-531-7774

**Email:** [lsnee@sageoak.education](mailto:lsnee@sageoak.education)

**Address:** 1473 Ford Street  
Suite 105  
Redlands, CA 92325

**Event Planner:** Carly Lambeth

**Phone/Email:** (951) 252-1766 ext. 115 /  
[clambeth@pontewinery.com](mailto:clambeth@pontewinery.com)

**Date:** Thursday, September 26, 2024

**Time:** 8:00 AM - 1:00 PM

**Location:** Reserve Room and Reserve Room Veranda

**Event Type:** Corporate

**Expected Guests:** 7

**Guaranteed Guests:**

**Room Rental:** \$500.00

**F&B Minimum:** \$1,000.00

Name	Date	Time	Areas	Gtd
Sage Oak Charter Schools - Meeting Day 1	9/24/2024	8:00 am - 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 2	9/25/2024	8:00 am - 6:00 pm	Reserve Room and Reserve Room Veranda	
<b>Sage Oak Charter Schools - Meeting Day 3</b>	<b>9/26/2024</b>	<b>8:00 am - 1:00 pm</b>	<b>Reserve Room and Reserve Room Veranda</b>	

Food

Qty		Price	Total
1	Thursday Food & Beverage Minimum - Reserve Room	\$1,000.00	\$1,000.00

Room Rental

Qty		Price	Total
1	Thursday Venue Rental Fee - Reserve Room	\$500.00	\$500.00

Estimated Billing

		Total
Room Rental		\$500.00
Food		\$1,000.00
Subtotal		\$1,500.00
Service Charge	22.0%	\$330.00
TVWAHD Assmt	1.0%	\$18.30
State Sales Tax	7.75%	\$143.24
Grand Total		\$1,991.54
Initial Deposit (Due 8/22/2024)	Unpaid	\$500.00
2nd Deposit (Due 8/29/2024)	Unpaid	\$1,491.54
Estimated Amount Due (9/12/2024)		\$1,991.54

Client Initials 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

#### Price Break Down:

#### CHARGES, POLICIES & CONDITIONS

##### Duration, Food/Beverage Minimum, Room Rental Fee:

- Event Must End No Later than 6:00pm
- Food and Beverage Minimum is \$1,000 plus tax and service charge
- Room Rental Fee is \$500 plus tax and service charge

Menu and beverage selections will be decided at the Final Appointment (six to eight weeks prior to the date of the event). **Fourteen (14) days prior to the event, we must receive your guaranteed guest count; including number of adults, children, and vendors attending as well as the entrée selection for each guest. The guaranteed guest count given at this time will be the total number of meals you will be charged for, even if your guest count decreases. If guest count exceeds the agreed upon number of guests, Ponte Winery will make a reasonable effort to duplicate the menu selected and Client will be charged accordingly.**

#### What's Included:

##### The Menu Price Includes the Following:

- Tables; 66" rounds for dining tables and/or 6' banquet for auxiliary tables.
- Set-up and breakdown of the event site.
- Choice of solid colored house floor length table linens and overlays, cloth napkins for dining, all china, tableware, and stemware. Upgraded linens and chair covers are also available at an additional charge.
- A 16' x 16' dance floor in the Vineyard Pavilion. Not necessary in Barrel Room or Reserve Room.

#### Limitations and Surcharges:

**Beverages:** Wine and Beer must be selected from the current Ponte Wine List. Additional wine may be purchased the night of your event. Guests can purchase wine by the bottle (or by the case at a 10% discount). No other discounts apply to wine purchases.

- Facility rental requires the purchase of Ponte Winery food and beverages.

- Riverside Health Department does not allow Ponte to serve homemade goods; Ponte is a health-approved kitchen.
- Outside Wine and Champagne may be brought in at a \$25.00 per bottle corkage fee. Ponte does not allow any other type of alcohol to be brought onto the premise.
- The minimum guest count requirement is applicable to full price adults only.
- The capacity for the Barrel Room is 100 guests for sit down dinner only, and the Reserve Room indoor capacity is 90 guests for sit down dinner only.
- The Bar will close 15 minutes prior to the conclusion of the event and alcohol service will stop.
- All music will stop 15 minutes prior to conclusion of the event.
- No hard liquor is allowed at the Winery.
- Any outside alcoholic beverages brought onto the property by Client or guest without prior arrangement by the Client and a Ponte Winery coordinator will be confiscated and the guest will be asked to leave the event.
- Ponte Winery reserves the right to refuse service to anyone who is, in our opinion, intoxicated.
- No open alcoholic beverages are allowed to be taken off the grounds.
- All guests will be required to vacate the premises within 30 minutes of the conclusion of your event.
- Vendors must vacate the property within 60 minutes of the conclusion of your event; overtime will be charged if vendors extend past the 60 minutes at a charge of \$150.00 per hour. You may pre-purchase additional vendor setup or breakdown time, based on availability, at a rate of \$150.00 per-hour.
- Extra event time may be pre-purchased at a rate of \$650.00 per hour plus any extra bar, food and beverage fees. Event time cannot exceed 10:00pm.
- Client is responsible for all personal items. Ponte Winery will not be held responsible for any valuable items left.
- Parking is complimentary to our guests. For the majority of events this parking area will be sufficient. Valet parking is available for an additional charge. Ponte Winery is not responsible for any damage or theft to vehicles parked in the parking lot.

In addition to the Menu price, the following scenarios will be applied to Client's final bill and will be payable upon receipt: charges for wine used in excess of the requested quantity, additional client requests, overtime, breakage or other facility damage, or other unforeseen costs. Sales tax (7.75%) and service charge (22%) will be added at the current prevailing rate. Temecula Valley Wine & Agricultural Heritage District Assessment is all sales are subject to a 1% fee. The set-up times and consultations are limited to the time frames established herein. Alterations to these policies are permitted only with a rider to this contract and are subject to the current overtime and consultation fees, tax and service charge.

### **Deposits, Payments and Cancellation Policy:**

#### **Deposits:**

- A. THE BOOKING DEPOSIT AND PROGRESS PAYMENTS ARE NON-REFUNDABLE AND CANNOT BE APPLIED TO OTHER PONTE FAMILY ESTATE GOODS OR SERVICES.
- B. To secure the date the booking deposit is \$500.00 or 10% of the estimated total amount of the contract, whichever is greater. The final balance is due fourteen (14) days prior to the event.
- C. The second payments can be made by personal check.
- D. **The final payment cannot be made by personal check; accepted tender is a credit card, cash, money order or a cashier's check.**

### Cancellation:

- A. The event deposit of 10% of the total amount of the contract, or \$500.00 whichever is greater, that is paid upon booking is non-refundable after 72 hours of booking your event. In the event that you should cancel the Event and this contract within 72 hours of signing it, you agree to pay Ponte Winery a \$250 administration fee (to be deducted from the Client's deposit). In the event that Ponte Winery must for any reason cancel the contract within 72 hours of booking we will give you a full refund of your deposit.
- B. Should either party cancel the event for any reason, except for an act of God after the 72 hours following the signing of this contract, then liquidated damages shall be paid by the canceling party to the non-canceling party at the time of the cancellation. This amount is agreed not to constitute a penalty.
- C. Under these circumstances, Ponte Family Estate will make every effort to reschedule your on a mutually agreed upon date. Death or disability of a participant or a guest in the event is not considered, for purposes of this contract, an Act of God.
- D. Insurance is available to cover death or illness along with other insurable circumstances.
- E. All cancellations must be requested in writing.

Payments made by the canceling party to the non-canceling party shall be made according to the following schedule:

9 months or more prior to event date	10% of the total contract amount.
6 to 9 months prior to event	30% of the total contract amount
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The non-refundable event deposit is 10% of the total amount of the contract or \$500.00 whichever is greater. The final payment is due Fourteen (14) days prior to the event. **The final payment cannot be made by personal check; credit card, money order, or cashier's check will be accepted.**

### Outside Vendor Rules and Regulations:

***Please be sure to inform your outside vendors of Ponte Winery policies prior to the event.***

Set-up time for Vendors can begin one (1) hour prior to the beginning of your event. Special requests for setup time will be considered. Load-out time lasts one (1) hour after the conclusion of your Event. If your vendor extends beyond this time frame, you will be charged overtime. If these time frames cannot be observed because of extenuating circumstances, please see your coordinator to determine if special arrangements can be made. Any agreement to extend beyond these parameters requires a written rider to your contract and overtime will be charged at the current per-hour rate.

**Vendor Insurance:** It is the Client's responsibility to ensure that all vendors providing a service that utilize or modify our facility in some way at Ponte Family Estate Winery are covered by a Certificate of Insurance. If a copy is requested, the vendor will need to provide a Certificate of Insurance naming Ponte Family Estate Winery as an additional insured for an amount of no less than \$1,000,000. The copy provided must have an endorsement of their policy as additionally insured.

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

If helium or Mylar balloons are released in the Vineyard Pavilion a charge of \$250.00 will be added to your final bill for their removal.

To ensure the security of gifts we request that a family member be assigned to collect and remove gifts upon the conclusion of your event. All personal items (cake pieces, toasting glasses, floral arrangements or decorations) shall also be removed at the conclusion of the event. All items left on the premise for more than 48 hours including centerpieces, décor, etc. will be considered trash and will be thrown away.



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#### **Force Majeure**

The parties' performance under this Agreement will be excused or may be delayed or modified without liability in the event performance is made illegal or impossible due to acts of God, including but not limited to fire, earthquake, flood, acts war or terrorism, acts of civil or military authorities, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor or materials, riots, accidents, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance unforeseen and/or beyond the reasonable control of either party. In the event it becomes necessary for the Winery to cancel this contract pursuant to this force majeure paragraph, the Winery will offer three alternate dates for the

Event once operations are able to resume. The alternate dates will be for the same day of the week as the original Event was scheduled. If Client does not accept one of the three alternate dates proposed by Winery all monies previously paid to the Winery by Client will be non-refundable and forfeited to Winery.

### **Indemnification**

To the maximum extent permitted by law, the Client agrees to indemnify, defend and hold harmless Ponte Winery, the owner and manager of Ponte Winery, and their respective associates and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with the event, including the use of the services and facilities of Ponte Winery by the Client, its attendees, invitees or any contractors or third party service providers hired or engaged by the Client, except those claims arising out of the gross negligence or willful misconduct of Ponte Winery. The provision of this section shall survive the performance and expiration of this Agreement.

### **Risk of Loss**

By entering into this Agreement, the Client assumes and accepts the risk of loss for any and all direct or indirect, consequential or punitive damages caused by the Client and its individual attendees entitled to attend the event held at Ponte Winery. Such risk of loss shall include property damage, personal injury or death and all economic damages, including reasonable attorneys' fees incurred by or at Ponte Winery as the result of actions or inactions of the Client and its attendees, guests and invitees.

### **Property Damage**

The Client is responsible for any damage done to the premises or any other property of Ponte Winery by the action or inactions of the Client's guests, invitees, attendees, employees, independent contractors, or other agents while such individuals are on the premises or under its control and/or the control of any independent contractors hired by the Client. Ponte Winery does not assume any responsibility for damage to or loss of any merchandise or articles left at Ponte Winery prior to, during, or following the event.

### **Intellectual Property**

Ponte Winery and Ponte Family Estate are the owners of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs. Any use of the marks by the Client or any of its members, you or your attendees in any advertising, promotional materials, either printed or electronic, or other marketing of your event is subject to the provisions of a separate License Agreement and is subject to the approval of Ponte Winery, which may be withheld in its sole discretion. Please contact Leah Schmitt at 818-706-8311, for further information on promoting and marketing your event through the use of the marks. Ponte Winery, in its sole discretion, may capture any portion of the event or the attendees, utilizing both still photography and/or videography. The Client agrees that Ponte Winery shall be considered the

copyright author and owner, for all purposes, of any and all such images, and Ponte Winery may reproduce, publish, exhibit, and otherwise use the images, offline or online, for any purposes, including but not limited to social media sites, advertising and marketing, including usage as samples on the Ponte Winery's website, on any promotional materials, in digital or print albums presented to prospective clients or others, or provided to various vendors, event locations, venues or otherwise.

### **Enforcement of this Agreement**

This Agreement shall be governed by the laws of California. The parties agree that any dispute arising under this Agreement or in any manner concerning the Program or any issue between the Client and Ponte Winery shall be solely resolved by final and binding arbitration pursuant to the streamlined rules of JAMS which can be reviewed at [www.jamsadr.com](http://www.jamsadr.com). The parties shall bear their own attorneys' fees and costs in the event of such arbitration and the arbitrator shall award the prevailing party its reasonable attorneys' fees and costs.

### **Emergency**

The winery provides on site service staff that are able to provide reasonable assistance in the event of a non-emergency requests. In the event of an emergency, the Client or their guests are responsible to call 911 for help.

### **Firearms and Weapons**

Firearms, knives and all weapons are strictly prohibited on Winery grounds unless the Wedding Coordinator has granted prior written permission. The written permission will then be made a permanent part of this contract. Permission is granted on a case by case situation such as the military ceremonial swords used in some services. Any violation will be subject to immediately ending the event, reporting to the police and subsequent legal action.

### **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, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the terms outlined above are not met, including timely receipt of progress payments, we reserve the right to cancel your reservation, assess you the cancellation fees, and offer the date

to other prospective clients.

**Model Release Clause:**

It is agreed that Ponte Family Estate may use still photographs and video of the Client and all Guests for advertising and promotional purposes with no compensation. If the Client does not agree with the Model Release Clause please provide a written request no later than 14 days prior to your event.

**I have read, understand and agree to the above guidelines, costs, non-refundable payment schedule, disclosures and other requirements outlined in this contract.**

**Client Signature** 

**Client Initials** 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

**Event:** Sage Oak Charter Schools - Meeting Day 3

**Date:** Thursday, September 26, 2024

**Account:** Sage Oak Charter Schools

**Time:** 8:00 AM - 1:00 PM

**Contact:** Krista Woodgrit

**Location:** Reserve Room and Reserve Room Veranda

**Phone:** 909-531-7774

**Event Type:** Corporate

**Email:** [lsnee@sageoak.education](mailto:lsnee@sageoak.education)

**Expected Guests:** 7

**Address:** 1473 Ford Street  
Suite 105

**Guaranteed Guests:**

Redlands, CA 92325

**Event Planner:** Carly Lambeth

**Room Rental:** \$500.00

**Phone/Email:** (951) 252-1766 ext. 115 /  
[clambeth@pontewinery.com](mailto:clambeth@pontewinery.com)

**F&B Minimum:** \$1,000.00

### ADDENDUM TO Sage Oak Charter Schools - Meeting Day 3

In response to the recent outbreak of COVID-19, more commonly known as Corona Virus, the parties agree that should any governmental entity issue an order, rule or regulation or should Ponte believe, that as a result of the Coronavirus, it is advisable for the safety of its guests, associates and all concerned, that any scheduled event be cancelled or postponed or that Ponte's operations cease temporarily, the parties agree to the following modification to the agreement.

The event which is the subject of the Agreement, shall be rescheduled for a mutually acceptable date, subject to availability, within six (6) months of the date the applicable governmental order, rule or regulation is lifted or within six (6) months of the date Ponte determines that the safety of its guests, associates and all concerned is no longer compromised. No deposits, which would otherwise be refundable, will be subject to refund by Ponte. The deposit schedule for the rescheduled event shall coincide with the deposit schedule as outlined in the Agreement. For example, if deposit #2 is due 60 days before the scheduled event, the amended deposit date shall be 60 days prior to the rescheduled event.

The parties acknowledge that all other terms and conditions of the original Agreement shall remain in full force and effect.

**Client Signature** 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

## Credit Card Authorization

Please fill in the following form to secure your reservation on Thursday, September 26, 2024 at Ponte Family Estate Winery. The deposit for this event is \$500.00 and will be charged to the card below.

The Food & Beverage Minimum for your event is \$1,000.00.

This is not an electronic document. Please print the credit card authorization form, complete, sign and return.

The credit card placed on file will automatically be charged for the scheduled deposits listed in this contract. If a new credit card is required for payment we must be notified prior to the deposit due dates.

## Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
<b>I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.</b>	
Cardholder's Signature:	
Print Name:	
Date:	