



16116 140<sup>th</sup> Place NE  
Woodinville, WA 98072

### Facility Rental Agreement for Winery-Related Events

Thank you for your interest in our property for a private winery-related rental opportunity. We offer our Tasting Room and Farm House B&B for your private winery-related event. Please review the following information and return a signed copy of this Agreement (page 5) with the 50% deposit of the total Facility Rental Fee to:

Tenor Wines, LLC 16116 140<sup>th</sup> Place NE Woodinville WA 98072 Attn: Carla Darr [carla@matthewswinery.com](mailto:carla@matthewswinery.com)

#### 1. Facility Rental Agreement:

Matthews Winery and Tenor Wines (subsequently referred to collectively as **Matthews**) rents to hosting party (subsequently referred to as **Host**) and **Host** rents from **Matthews**, the agreed upon area(s) specified below for the purpose of holding a private winery-related event.

- A. \_\_\_\_\_ Tasting Room Building and surrounding patio areas.
- B. \_\_\_\_\_ Matthews Farm House plus surrounding deck and courtyard.
- C. \_\_\_\_\_ Other

Public and private tastings hosted by **Matthews** may be conducted prior to and/or during your event. To ensure your privacy, **Matthews** will clearly designate those separate areas dedicated to Tasting Room guests (which may include shared restrooms) retaining them in areas not considered part of the rented venue or in areas agreed to by both parties. (\_\_\_\_)

#### 2. Winery-Related Event:

The **Matthews** property is available for private winery-related events only. By signing this Agreement, you concur that your event is related to the **Matthews** Winery use located on the property. Matthews and/or Tenor wines will be served at the event and **Matthews** staff may be in attendance. Both parties shall keep confidential and otherwise protect from disclosure all information and property obtained from the other party in connection with this Agreement identified as confidential or proprietary by the disclosing party.

#### 3. Matthews and Tenor Wines:

To host an event at **Matthews**, a minimum purchase of Matthews and/or Tenor wines appropriate for your number of guests is required by **Host** directly from the winery. 50% of the wine minimum is collected at contract signing; actual wine cost will be determined by actual wines chosen/consumed. No other wines, besides champagne, may be served. If **Host** provides champagne or other alcohol, such as beer or liquor, a \$300 corkage fee will be added to the Rental Agreement. This fee is due in full with the deposit and signed Facility Rental Agreement.

#### 4. Matthews Event Staff:

If Matthews and/or Tenor wines are being served exclusively during the private winery-related event, **Matthews** will provide appropriate staffing for wine service. If alcoholic beverages besides Matthews and/or Tenor wines are being served during the private winery-related event, then all alcoholic beverage service must be provided by the **Host's** caterers or licensed bartending services. Any alcoholic beverages that are not Matthews and/or Tenor wines must be under the supervision of the Host's caterer or licensed bartender service at all times including delivery and pickup. All alcoholic beverage service will conclude no later than 10:00pm or 45 minutes prior to end of Rental Agreement time, whichever occurs first. (\_\_\_\_)

#### 5. Licenses:

By law, no alcoholic beverages, besides Matthews and/or Tenor wines, may be served without a Banquet Permit on display during the time of the event. **Host** shall obtain a Banquet Permit and provide such permit to **Matthews** at least 14 days prior to event or **Matthews** will serve only Matthews and/or Tenor wines. For all the rules and regulations about Banquet Permits, visit: <http://www.liq.wa.gov/licensing/banquet-permits>. (\_\_\_\_)

#### 6. Host Consumption of Alcoholic Beverages:

Under the Facility Rental Agreement with **Matthews**, **Host** will be responsible for the behavior of all attendees, including their departure and any other subsequent stops after leaving the Winery premises. **Host** and **Matthews** will not allow alcoholic beverages to be served or consumed by minors and will not allow alcoholic beverages to be served or consumed by anyone who

appears to be intoxicated. In addition, **Host** and **Matthews** shall not allow guests who appear to be intoxicated to drive. According to Washington State Liquor Control Board RCW 66.04.010, it is illegal for any person apparently under the influence to purchase or consume alcohol on this premise. This law applies whether you have a designated driver, limo service, or are part of a tour group.

**7. Host Catering:**

**Matthews** will provide a recommended list of preferred caterers or food trucks upon contract completion. **Host** must provide name and contact information of caterer, or inform **Matthews** that no catering service is being used, at least 14 days prior to the private winery-related event. (\_\_\_\_)

**8. Matthews Facility Rental Fee Deposit:**

A signed Facility Rental Agreement and 50% of the Facility Rental Fee is required as an initial deposit to secure your name and date on our event calendar. Full payment of the corkage fee, if applicable, is also due at this time. This deposit is non-refundable unless **Matthews** is responsible for the cancellation.

**9. Matthews Rental Fee: See Chart of Facility Rental Fees (to fee schedule)**

In addition to the Facility Rental Fee deposit, the balance of your contract and all other fees are due 14 days prior to your event. Final settlement occurs within 7 days after the completion of your event, and is due upon receipt.

**10. Matthews Rental Hours:**

The Winery office is open daily from 10:00am to 10:00pm. Tasting Room hours are daily noon to 5:00pm. The **Host** and its caterer may arrive to begin a quiet setup at the Tasting Room no earlier than 5:30pm (unless special arrangements are made in advance) and this quiet setup does not interfere with regular Tasting Room customers and operations. Guests may arrive starting at 7:00pm so the Tasting Room will be completely ready to welcome them at that time. Upon conclusion of private winery-related event, the **Host** and guests must vacate the building, with lights off and doors locked no later than 11:00pm (all vendors included). An extension to midnight may be negotiated into the rental agreement **PRIOR TO EVENT** for \$500/hour. Events running past 11:00pm, without prior approval, will result in forfeiture of the security deposit. Guests arriving prior to 7:00pm, without prior approval, will result in forfeiture of the security deposit. A prorated fee of \$1,000/hour will be assessed if **Host** desires the Tasting Room to close earlier than 5:00pm. The Farm House is typically available for an evening rental from 4-10PM or an afternoon rental of 12-3PM though times may vary depending on **Host** requirements and property availability. A list of tables/chairs/dishes/flatware/glassware will be provided upon request.

**11. Host Damage, Destruction and Garbage:**

If the venue is damaged or destroyed by the **Host** or their guests, the **Host** will be held responsible and billed for any and all repairs. The **Host** will also be billed for any missing or broken items belonging to **Matthews**. Cost of repairs will be held from the security deposit and **Host** will be further invoiced for actual damages exceeding the cost of the security deposit. Additionally, **Matthews** requests that the caterer dispose of their waste from the property upon the conclusion of the event; failure to do so will result in a \$150 garbage management service fee. Any significant garbage beyond normal use and/or vandalism requiring **Matthews** staff to clean up or repair will result in the forfeiture of security deposit as well as additional reasonable charges if needed to the credit card on file for event, depending on the nature of the additional clean up and/or damages. **Matthews** staff will begin their clean up at the conclusion of alcoholic beverage service as referenced in section 4. (\_\_\_\_)

**12. Host Decorations:**

All decorative elements must be removed from the **Matthews** property by 11:00pm the night of the event. This includes flowers and excess flower petals, confetti, etc. from the grounds and buildings. Under no circumstances may any nails or tacks be used on any building surface, indoors or out. Personal effects may not be left for next-day pickup.

**13. Host Music and Amplification:**

All amplified evening music must be indoors unless an exception for outdoor music is approved by **Matthews**. Live music and recorded music must cease by 10:00pm. There is a King County noise ordinance in effect and we make every effort to be good neighbors. Any law enforcement action on event noise will result in immediate forfeiture of **Host** security deposit. (\_\_\_\_)

**14. Host Compliance with Laws:**

The **Host** shall not use or permit anything to be done in or about the facility which conflicts with any Washington State or Federal law or statute. The **Host** understands that only private winery-related events are permitted at **Matthews**.

**15. Host Hold Harmless:**

The **Host** shall hold **Matthews** and their representatives harmless for all liability arising out of the use of any venue on the **Matthews** property, including but not limited to: inclement weather or catastrophe; acts of terrorism; acts of hosting party's

employees, guests, agents and invitees resulting from the use of any venue and specifically arising out of the consumption of alcoholic beverages, whether such acts occur within the venue or the property in whole.

**16. Force Majeure/Interruptions:**

The parties shall not be liable or responsible to the other party, nor be deemed to have defaulted or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond its reasonable control including, without limitation: acts of God, flood, fire, earthquake, lightening, explosion, governmental actions, war invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, major telecommunication breakdown and/or power outage. In the event of Force Majeure, **Matthews** shall refund any monies paid to **Matthews** by the **Host** prior to such Force Majeure event, and the **Host** shall not be liable for any future payment obligations.

**17. Host Agreement Assignment:**

This agreement may not be assigned by the **Host** to another party without prior written consent by the owners of **Matthews**.

**18. Matthews Facility Rental Agreement Termination:**

This agreement may be terminated by **Matthews** at any time and for any reason without further liability except complete 100% refund of any sums which have been paid to and held for deposit or rental. (\_\_\_\_)

**19. Host Children at Events:**

**Matthews** welcomes children and allows them to enjoy themselves within the designated event areas. **Matthews** however, does require a dedicated adult supervisor where children are present during the **Host's** event. Children climbing trees and fences, entering buildings or the farm/garden/office areas without permission, or throwing rocks or sticks in the grass or farm area will not be allowed. This could result in the forfeiture of the security deposit.

**20. Wedding Planner:**

All weddings require that the bridal party work with a planner who will serve as the **Matthews** primary point of contact.

**21. Parking**

Host is responsible for all parking lot attendant fees if the event has greater than 50 guests or as required due to King County ordinances.

**22. Host Refundable Security Deposit:**

In addition to the Facility Rental Fee, a refundable security deposit of \$500 is required on all events. Any damages incurred, negligence of written policies, and/or violation of the Facility Rental Agreement may result in forfeiture of all or a portion of **Host's** security deposit. *This refundable security deposit is due at the same time as the balance of Facility Rental Fee.*

**23. Technical Support:**

**Host** is responsible for the contracting, scheduling, and performance of any complex A/V, sound or lighting event requirements. **Matthews** will review all our basic internal A/V settings upon request. Any A/V or technical support must be procured at least 3-4 weeks prior to the event and a full walkthrough of the venue must be scheduled at least 2 weeks prior to the event. All internal settings must be returned to their "default settings" at the conclusion of the event. If not, a deduction from **Host's** security deposit will be charged for any staff time it takes to reset every dial to the "default settings". (\_\_\_\_)

**24. Event Insurance:**

**Matthews** requires the **Host** of the private winery-related event to provide a certificate of insurance naming Matthews Winery, Tenor Wines, LLC and Rubstello Otis, LLC as additional insured with limits of \$1,000,000.00 on the Commercial General Liability (CSL) line.

This certificate is due to **Matthews** no later than 14 days prior to the **Host's** event; if not provided at least 14 days prior to **Host's** event, **Matthew's** Winery will proceed with securing TULIP along with a 50% surcharge of the insurance amount to be included at time of reconciliation. There are two options available to obtain the certificate of insurance:

1. Many homeowner or renter insurance policies provide coverage for this type of request. Ask your agent to provide a copy of the certificate.
2. Obtain **Tenant Users Liability Insurance Policy**.

**Tenant Users Liability Insurance Policy**, or TULIP, is an easy to use, fast method of insuring most types of events and activities taking place at various facilities and venues throughout the United States.

**What is a TULIP Program?** The TULIP program provides low-cost general liability insurance to “third party” users of various venues and facilities for events. It protects both the user and the facility against claims by guests who may be injured as a result of attending an event. Events may range from seminars, receptions and weddings, to sporting events and concerts. Your premium quote is based upon the risk associated with the given event or activity, the number of days coverage is needed, the number of attendees, and if there are any special requirements, such as alcohol liability, food service, etc.

**How does TULIP work?** When you decide on using Matthews for your event, please click on the TULIP website URL and follow the prompts. Matthews will provide you a seven-digit ID code indicated below that identifies the facility within the TULIP system. Follow the online process to enter this ID code and answer a few basic questions about your event to receive an online quote. If you decide to purchase coverage through the program, you can simply enter your credit card information and secure the coverage online. They will even take care of forwarding you a Certificate of Insurance.

**To obtain a one-time event policy from the TULIP program (Tenant Users Liability Insurance Program): please use the following website → <https://www.onebeaconentertainment.com/> and follow the prompts.**

**Under TULIP – Click Event Insurance then click on Purchase or Quote, Use this code = 4506-000 for Matthews Winery**

**25. Full Power and Authority:**

**Host** represents that they have the full power and authority to execute this Facility Rental Agreement. If **Host** is a corporation, partnership or association, then the individual signing this Agreement represents that they have full power and authority to execute this agreement.

**Please complete the following information and return with necessary payments:**

| Host Name:  |          | Host Email:   |                                      |  |
|---|----------|---|--------------------------------------|--|
| Host Credit Card Billing Address:                                     |          | Host Credit Card Number/Exp. Date/Code:<br><b>(on file)</b> |                                      |  |
| Host Mobile Phone:  |          | Host Other Contact Number(s) with Area Code:                |                                      |  |
| Event Date:   |          | Event Location(s) on Property:                              |                                      |  |
| Event Hours:  |          | Approximate number of Attendees:                            |                                      |  |
| Event Occasion:   |          |   |                                      |  |
| Event Planner Information: Name / Contact Name / Phone / Email        |          |   |                                      |  |
| Caterer Information: Name / Contact Name / Phone / Email              |          |   |                                      |  |
| Entertainment Information: Name / Contact Name / Phone / Email        |          |   |                                      |  |
| Other Vendor Information: Name / Contact Name / Phone / Email         |          |   |                                      |  |
| Onsite Technology Requirements:                                       |          |   |                                      |  |
| ITEM  | FEE      | *50% deposit due at signing (Non-Refundable)                | **Balance due 14 days prior to event | ***Final Accounting  |
| Location*:  | \$       | \$  | \$                                   | An invoice detailing final charges, wine selection, and service charge will be available no later than seven (7) days after the event. Any balance due after applying deposits made, is due upon receipt. Any credit due will be refunded at the time of final accounting. |
| Overnight Stay*   | \$       | \$  | \$                                   |  |
| Corkage*  | \$       | \$  | \$                                   |  |
| Misc.*:   | \$       | \$  | \$                                   |  |
| Wine Minimum *  | \$       | \$  | \$                                   |  |
| Security Deposit**  | \$500.00 |   | \$500.00                             |  |
| Service Charge 20% *** at final invoicing                             | \$       |   |                                      |  |
| TOTAL DUE: sales tax will be added as applicable at final accounting. | \$       | \$  | \$                                   |  |
| Host Signature:   |          |   |                                      | Date:  |
| Matthews Signature:   |          |   |                                      | Date:  |

**Additional Event Notes:**

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| <b>ATTACHMENT A: Matthews Facility Rental Rates</b>   |   |                |        |       |
|---|---|----------------|--------|-------|
| <b>Tasting Room and surrounding patio – (150 guest capacity)</b>  |   |                |        |       |
| <b>Day of the Week</b>  | <b>Season</b>                                 | <b>Fees</b>    | Select | Price |
| Monday-Wednesday  | Peak Season (May-October)                     | \$1,500.00     |        |       |
| Thursday  | Peak Season (May-October)                     | \$2,500.00     |        |       |
| Friday-Saturday   | Peak Season (May-October)                     | \$3,000.00     |        |       |
| Sunday  | Peak Season (May-October)                     | \$2,000.00     |        |       |
| Monday-Wednesday  | Low Season (November-April) *                 | \$1,000.00     |        |       |
| Thursday  | Low Season (November-April) *                 | \$1,500.00     |        |       |
| Friday-Saturday   | Low Season (November-April) *                 | \$2,250.00     |        |       |
| Sunday  | Low Season (November-April) *                 | \$1,250.00     |        |       |
| All contracted Tasting Room events are scheduled from 6:30pm to 10:30pm with guest arrival at 7:00pm and doors locked and lights out at 11:00pm. Farm House times may vary. With approval, Tasting Room events may be extended to midnight, or begin prior to Tasting Room closing for an extra fee. (See Item #10 in contract for complete details.) |   |                |        |       |
| <b>Extended Hours</b>   |   | <b>Fees</b>    | Select | Price |
| Doors locked and lights out by midnight   |   | \$500.00       |        |       |
| Exclusive use requiring early closure of Tasting Room   | <b>Fee \$1,000.00 per hr.</b>                 | Time required: |        |       |
| <b>Farm House</b>   |   |                |        |       |
| <b>Season</b>   | <b>Area</b>                                   | <b>Fees</b>    | Select | Price |
| Peak Season (May-October)   | Interior and/or Exterior (100 guest capacity) | \$1,500.00     |        |       |
| Low Season (November-April) *   | Interior only (40 guest capacity)             | \$1,000.00     |        |       |
| <b>Addition of overnight stay in B&amp;B (maximum of 2 guests per room)</b>   |   |                |        |       |
| Master bedroom  |   | \$200.00       |        |       |
| 2 <sup>nd</sup> floor bedroom   |   | \$150.00       |        |       |
| Media room  |   | \$100.00       |        |       |
| *Tent rentals, including heater(s), are highly recommended during cooler weather.   |   |                |        |       |

| <b>Wine Minimum</b>  |             |        |       |
|--|-------------|--------|-------|
| <b>Number of Guests</b>  | <b>Fees</b> | Select | Price |
| 1-25 guests  | \$500.00    |        |       |
| 26-50 guests   | \$750.00    |        |       |
| 51-75 guests   | \$1125.00   |        |       |
| 76-100 guests  | \$1500.00   |        |       |
| 101+ guests: \$375.00 per increment of 1-25 guests.  |             |        |       |
| Wine minimum <b>deposit</b> will be collected on the estimated number of guests. Final wine minimum will be based on number of guests attending the event. (Downward adjustment of wine minimum due to lower guest attendance requires prior approval by <b>Matthews</b> .)                                    |             |        |       |
| <b>We highly recommend that Matthews and/or Tenor wines</b> be exclusively featured at your private winery-related event; however, the option is available if you would like to include other alcoholic beverages in addition to Matthews and/or Tenor wines. <b>These following 4 conditions must be met:</b> |             |        |       |
| 1. There must be a minimum wine purchase according to the above guidelines.  |             |        |       |
| 2. A corkage fee of \$300.00 must be paid.   | \$300.00    |        |       |
| 3. Bartending services with Class 12 license holders must be arranged by the <b>Host</b> or <b>Host's</b> caterer to receive and serve all alcoholic beverages, including all Matthews and/or Tenor wines.   |             |        |       |
| 4. A Banquet Permit from the WSLCB must be obtained and provided at least 14 days prior to the private winery-related event. See Banquet Permit information on the LCB.WA.GOV website.   |             |        |       |

| <b>Schedule of Additional Services</b>   |             |               |              |
|--|-------------|---------------|--------------|
| <b>Description</b>   | <b>Fees</b> | <b>Select</b> | <b>Price</b> |
| Holiday surcharge (day after Thanksgiving through January 2nd)   | \$500.00    |               |              |
| Weddings and other highly detailed celebrations  | \$1000.00   |               |              |
| Parking Service Fee – 2 people for 4 hours minimum, each additional person \$100/each  | \$200.00    |               |              |
| <b>Privately Hosted Farm to Table dinners with Ecolibrium Farms</b>  |             |               |              |
| There is a minimum surcharge of \$575.00 for any privately hosted Farm to Table dinner with 2 to 25 guests. This fee includes staff members to serve your guests, plates, silverware, serving platters, and utensils needed to serve your guests as well as linen table runners and napkins. Thereafter, there is a surcharge of \$115.00 for every additional 5 guests. |             |               |              |
| <b>Number of Guests</b>  | <b>Fees</b> | <b>Select</b> | <b>Price</b> |
| 1-25 guests  | \$575.00    |               |              |
| 1-5 additional guests  | \$115.00    |               |              |
| 6-10 additional guests   | \$230.00    |               |              |
| 11+ guests: \$115.00 per increment of 1-5 guests.  |             |               |              |

| <b>Contract Obligations</b>  |          |          |          |
|--|----------|----------|----------|
| All contracted events require a refundable \$500 security deposit. (See Item #22 in contract for complete details.)  |          |          |          |
| <b>Refundable security deposit</b>   | \$500.00 | <b>X</b> | \$500.00 |
| <b>Service Charge:</b> All contracted events will incur a 20% service charge calculated at event contract closing. This charge will only be based on all venue rental fees and wine consumed on premise. |          |          |          |
| <b>Sales tax:</b> 8.6% WA state sales tax will be collected on all charges as required by the Washington State Department of Revenue.  |          |          |          |
| <b>Noise regulations:</b> Per Washington State RCW and King County regulations, all outdoor music and any loud outdoor activities must end by 10:00pm. (See Item #13 in contract for complete details.)  |          |          |          |
| <b>Event insurance:</b> All contracted events must provide a certificate of insurance. (See item #24 in contract for further details.)   |          |          |          |

|                   |                          |                |
|-------------------|--------------------------|----------------|
| Matthews Contact: | Contact email:           | Contact phone: |
| Carla Darr        | carla@matthewswinery.com | 425-487-9810   |

**TOTAL**

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