



SPECIAL EVENTS & WEDDING VENUE CONTRACT

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Events Manager 434-907-446 2 Events@wintoncountryclub.com

This contract is made effective as of _____ (date) by and between Winton Country Club and _____ (clients).

The Client(s) represent that they desire to hold a special event or wedding , named _____ on _____ (date) at Winton Country Club, between the hours of _____ and _____ in the Winton Manor House. Therefore, the parties agree as follows:

1. VENUE RENTAL FEE

- ❖ The Client(s) agree to pay a non-refundable retainer of \$500.00 for Wedding and Large Event and \$250.00 for Lunch Event and \$250 for The Tavern Event. This retainer is to secure the use of the venue for the specified date of the event/wedding and is payable at the time of contract signature. If, for any reason, Winton Country Club is unable to fulfill its contractual obligation under this contract, the entire retainer will be returned with no further penalties or liabilities. In the event of a cancellation by the client of this special event/wedding, this retainer will not be refunded.
- ❖ A refundable damage deposit of \$200.00 will be paid by a separate check or money order by the client, and will be returned to the client within 2 weeks after the event/wedding once the property has been inspected for any potential damage from the event/wedding or its third-party vendors.

2. DATE CHANGES

- ❖ In the event the Client is forced to change the date of the event/wedding, every effort will be made by Winton Country Club to transfer reservations to support the new date. The Client

agrees that in the event of a date change, any expenses including, but not limited to, deposits and fees that are non-refundable are the sole responsibility of the Client.

3. CLIENT CANCELLATIONS

- ❖ In the event of a cancellation, the retainer is non-refundable.

4. TIME AND EXTENSIONS

- ❖ The Client understands that they are booking the Winton Manor for a limited time slot of up to 8 hours for a Wedding or Large event. This allows for 3-1/2 hours prior to the ceremony and 4-1/2 hours after the ceremony. The Lunch time slot is 3 hours. The Tavern Event is 4 hours. Any additional time requested will be paid for in increments of \$125 per additional 1/2 hour. Payment may be made by check if paid 2 weeks prior to the event or earlier. If the decision is made anytime within the 2 weeks prior to the event, then payment must, and will only be accepted, via credit card.

5. OUTDOOR LOCATION

- ❖ The Client understands that they and their invited guests will abide by the permit requirements while on the property of Winton Country Club and Sarah Henry Manor House venue. This includes the following:
 - Permits required for any tents or live music. Winton Country Club will secure the permits from the County of Amherst and the cost of the permits will be the sole responsibilities of the Client
 - Winton Country Club management must approve placement of tables, tents, catering equipment, etc.
 - The Client must comply with all County of Amherst regulations and policies.
 - No underage drinking will be allowed at any special event/wedding.
 - No outdoor furniture may be left overnight on the Manor House property.

6. UNFORSEEN EVENTS

- ❖ The Client(s) cannot hold Winton Country Club responsible for the failure to provide the basic facilities and services due to emergencies, catastrophes, or interruptions of public utilities. In the case of an emergency or natural disaster, Winton Country Club will allow for the event/wedding to be rescheduled, pending availability, with no penalty. Last minute cancellations of outdoor site use due to inclement weather will not be considered for refunds.

7. FOOD & CATERING

- ❖ The Client may choose Winton Country Club as their caterer. Any caterer other than Winton Country Club will be required to pay a \$500 service fee for the use of the kitchen to be paid either by the bride or the caterer of their choosing. Winton Country Club prefers that their caterer be used.
- ❖ If the Client's event/wedding is catered from an outside company, the catering company is responsible for the set-up, break-down, and cleanup of the catered site.
- ❖ Please allow appropriate time for break-down and cleanup of the event/wedding. Setup may take place the day of the event/wedding up to 2 hours prior to the event/wedding and break-down must occur the same day of the event/wedding and must be completed by 10:59pm.
- ❖ All event/wedding trash disposal will be provided for by Winton Country Club, and is included in the rental fee costs. Trash that is incurred by third party vendors must be handled by said vendors at the close of the event.
- ❖ All outside vendors (florists, bakers, musicians, etc.) must adhere to the terms of Winton Country Club's guidelines, and it is the Client's responsibility to share these guidelines with them.
- ❖ The Event includes the use of tables, chairs, and dinnerware and linens.

8. COURTESY PROTOCOL

- ❖ Winton Country Club reserves the right to request any person or group of persons acting with unruly or disruptive behavior contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.

9. LIABILITY

- ❖ The Client cannot hold Winton Country Club, its Board of Directors, staff, and or volunteers liable from suit, actions, damages, and expenses in connection with personal injury, illness, or property damage, or theft resulting from the use of any facility at Winton Country Club or Winton Manor House.

10. ENTIRE AGREEMENT

- ❖ This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between parties.

11.AMENDMENT

- ❖ This agreement may be modified or amended if the amendment is made in writing and signed by both parties.

12.SEVERABILITY

- ❖ If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is unenforceable or invalid, but that by limiting said provision it may become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

13.WAIVER OF CONTRACTUAL RIGHT

- ❖ The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14.APPLICABLE LAW

- ❖ This Agreement shall be governed by the laws of the Commonwealth of Virginia.

15.RULES & REGULATIONS

- ❖ The following is a list of rules and regulations to be upheld by the Client, which includes all event planners and wedding coordinators and third-party vendors who are involved in the planning and execution of the event/wedding on the premises of the Winton Country Club or Winton Manor House:
 - i. Event Ending Time: All events must end by midnight, 12:00am EST to allow for the timely and proper cleanup of the site.
 - ii. Decorations: Any decorations provided by the Client must be removed without leaving damages. Bases must be provided for all candles used.
 - iii. No furniture may be left on the premises overnight
 - iv. Management must approve placement of tents, tables, live music, catering equipment, etc.
 - v. Alcohol may not be served to minors. At any time, if the staff deems any person or persons to be excessively inebriated, they reserve the right to withhold service to, and or escort these guest(s) off the premises.

- vi. All electrical outlets on the property are available for use by the event/wedding party and their vendors. The Client is welcome to inspect the locations prior to the event.
- vii. Noise Regulations: No excessive noise after 11:00pm

RENTAL CONTRACT

Reservation Process:

A rental contract must be signed as well as appropriate deposits submitted in order to reserve Winton Country Club and Winton Manor House venue.

This contract is void if not returned within 2 weeks of issuance. Date _____

TYPE OF FUNCTION: Reunion _____ Wedding _____ Other _____

DATE OF FUNCTION: _____ **TIME OF FUNCTION:** _____

GROUP NAME: _____

CONTACT PERSON: _____ **PHONE:** _____

NUMBER OF GUESTS: _____

Bride's/Client's Information:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Groom's Information:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Rehearsal Date: _____ Location: _____ Time: _____

Officiant: _____ Phone: _____

Wedding Date: _____ Time: _____ Reception Time: _____

Caterer: _____ Phone: _____

Please Circle: Disc Jockey Live Music Other: _____

Event/Wedding Planner contact Info:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Mother of the Bride Contact Info:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Father of the Bride Contact Info:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Mother of the Groom Contact Info:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Father of the Groom Contact Info:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

CATERING CONTRACT

In the event that the Client employs Winton Country Club as its caterer, the Client agrees to the following stipulations:

1. SERVICE CHARGE

- ❖ There will be a 20% service charge for all event/function, unless otherwise specified. At the Client's discretion, any extra gratuity will go directly to the service staff.

2. GUEST COUNT

- ❖ Final Guest Count, not subject to reduction, is due fourteen (14) days prior to the event date. Any additional Guest after the stated period is subject to extra charges as may be imposed by the CATERER.

3. GUEST COUNT OVERAGE

- ❖ CLIENT will only be charged for the guaranteed number of guests served. If there are more guests attending than the guaranteed guest count, the CATERER will charge the CLIENT accordingly.

4. BEVERAGES

- ❖ CLIENT assumes the right to provide all or part of the bar/beverage supplies as needed. CATERER may also provide beverage service or Bar Support as previously agreed upon in writing. NO OUTSIDE ALCOHOL IS PERMITTED. All alcohol sales must be completed through Winton Country Club.

5. TIME

- ❖ CLIENT will be billed for additional staff hours for any extra time extension beyond the prior agreed upon time.

6. STORAGE

- ❖ Prior approval from CATERER is required for any storage service before or after the event/function.

7. ASSIGNABILITY

- ❖ This Contract is not assignable without the prior written consent from the CATERER.

8. DAMAGE

- ❖ CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing, or other valuables prior to, during, or after the event. CATERER will do everything possible to ensure that all of the CLIENT's supplies, rentals, and equipment are cared for and maintained in good working order and without damage.

When providing the location for the event/function, the CLIENT understands that accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of CATERER or its employees.

9. TAXES

- ❖ CLIENT will be charged the applicable current rate for all services rendered as determined by the concerned government body.

PRICING TIERS

CATERING

The following pricing tiers are offered by Winton Country Club catering facility for any special event/wedding. The Client may choose from a template menu designed by Winton Country Club for any particular tier, or the Client may work with Winton Country Club to design his/her own menu.

Each will include:

- ❖ Two (2) or more options of a meat or vegetarian entre
- ❖ Two (2) or more side options
- ❖ Dinner roll
- ❖ Iced tea (both sweetened and unsweetened) and coffee

See attached menu

Prices will be subject to a 20% gratuity charge and a 9.3% sales tax charge

Other: _____ / per head

Estimated Guest Count _____

Sales Tax & Gratuity (29.3%) _____

Total Food Costs _____

Wine Order _____

Beer Order _____

By signing below, the Client agrees to pay for any damage to the interior or exterior of the Winton Country Club or the Winton Manor House or any of its' furnishings that were due to direct actions of the Client, the guests, or vendors of the Client. The Client agrees to hold the Winton Country Club and its employees harmless, including court costs and any attorney fees, in the case that any legal action results from this event. **Full Payment due 7 days after final Invoice is received.**

Client Name (printed) _____ Date _____

Client Signature _____ Date _____

Winton Country Club Representative (printed) _____ Date _____

Winton Country Club Representative (signature) _____ Date _____

Retainer (a & b) \$500.00 Date Recv'd _____

Damage Deposit (a & b) \$200.00 Date Recv'd _____

Total Lunch Rental Fee \$250.00 Date Recv'd _____

The Tavern Rental Fee \$250.00 Date Recv'd _____

Total Rental Fee(a)* \$1250.00 Party Date Recv'd _____

Total Revenue (b)* \$1500.00 Wedding Date Recv'd _____

*minus Retainer Fee

Payment Information: Visa / MasterCard / Discover / Personal Check / Money Order

Name on Card: _____

Card Number: _____

Exp. Date: ____ / ____ CVC: _____ Amount: _____

Wedding Information for the all-inclusive package

This page is to indicate whether you are using the Sarah Henry all-inclusive package in whole or in part.

of Bridesmaids: _____ # of Groomsmen: _____ Guest count: _____ Final Guest count: _____

Time of Wedding: _____ Rehearsal: _____

Block of time: _____ Wedding Colors: _____

Retainer: \$ _____ Date: _____ Balance: \$ _____

First Payment: \$ _____ Date: _____ Balance: \$ _____

Final Payment: \$ _____ Date: _____ Balance: \$ _____

_____ **Planner:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Caterer:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Cake:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Photographer:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Videographer:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Music:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Flowers:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Officiant:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

_____ **Vendor:** _____ Retainer: _____ Date: _____

Phone: _____ Paid: _____ Date: _____

Client Signature

Date

Buffet Options:

Option One: \$14.95 per guest...select 1 Entrée and 3 sides

Option Two: \$19.95 per guest...select 2 Entrées and 3 sides

Option Three: \$24.95 per guest...select 2 Entrées and 3 sides and your choice of Fruit and Cheese appetizer station or Veggie and Cheese appetizer station

Entrées:

Sliced Roast Beef with Au Jus
Oven – Roasted Chicken
Chicken Marsala
Garlic – Rosemary Baked Catfish
Blackened Catfish
Country Fried Catfish
Honey Glazed Ham
Pulled Pork Barbeque
Lasagna
Chicken Parmesan

Sides:

Garden, Spinach, or Caesar Salad
Southern Style Green Beans
Whipped Potatoes
Roasted Red Peppers
Scalloped Potatoes
Gloria's Mac & Cheese
Steamed Seasonal Vegetables
Oven Roasted Vegetables
Rice Pilaf
Pasta (Marinara or Alfredo)

Dessert Options:

\$5.00 per person – Chocolate Lava Cake

\$3.00 per person - Gloria's Famous Pies (Lemon Meringue, Coconut Crème, Chocolate Crème, Apple or Pecan) or Fruit Cobbler

\$2.50 per person – Chocolate Fountain (served with marshmallows, fruit, and pretzels) or assorted desert bar

\$2.00 per person – Brownies or sheet cake

\$1.50 per person – Cookies (Chocolate Chip, Oatmeal, Peanut Butter)