



## PRIVATE EVENT POLICIES: OUR TERMS & CONDITIONS

### DEPOSITS/RENTAL FEES

A signed contract along with a date-hold deposit in the amount of 50% of the rental fee (per each 6-hour rental period) and a separate \$500 security deposit must be received to reserve your date and time. An event is not considered confirmed until the contract is duly signed and the deposits are received. The balance of the total facility rental will be due 30 days prior to the event date.

A walk-through with you, your event planner and Bigsby's culinary and event planning staff must be scheduled at least 45 days prior to the event. All details including preliminary guest counts will be determined at this time, along with signed agreements outlining the food and beverage requirements. A deposit of 50% of the estimated food and beverage cost will be due 45 days prior to the event, and the remaining 50% of the estimated food/beverage cost will be due 14 days prior to the event. If changes are made within three days of the event, additional change order fees may be incurred. Any additional costs that arise will be due within two days of the event.

The signing of the contract indicates that the contracting party understands and accepts the full venue policies. No terms are implied or granted and no work will be allowed to commence until full payment is received.

### PAYMENT

Payment may be made by check or credit card (Visa/MC/Discover/Amex). Checks may be written to Wash Park Vintners, LLC. The final invoice is considered past due if not received within 30 days of the event date. A charge of 1.0% will be assessed per month of the total unpaid balance.

The security deposit is fully refundable 45 days following the event provided no damage was incurred by you, your guests, caterer, or other vendors assisting with the event, or no additional services involving fees were added. Liability is no way limited to the amount of your performance deposit.

### CANCELLATION and REFUND POLICY

The fees that will be due upon a cancellation shall be as follows:

- Up to 90 days prior to the event, the client will forfeit 100% of the facility rental fee and the security deposit
- 91-179 days prior to the event, the client will forfeit 50% of the facility rental fee and the security deposit
- 180 days prior to the event, the client will forfeit 25% of the facility rental fee and the security deposit
- For events cancelled on holidays or prime dates as defined by Bigsby's, the client forfeits 100% of the facility rental fee and the security deposit

If we are able to re-book the facility for the same date, we will refund the facility rental fee but we will retain the \$500 security deposit to cover our costs associated with re-booking the venue.

The licensor shall have the right to cancel, revoke or terminate this agreement and/or any event in progress for Cause. Such Cause termination shall be deemed a Cancellation.



## BEVERAGE SERVICES

All beverages must be purchased through Bigsby's Folly, and we will arrange all beverage needs directly including all necessary labor, beverages, rentals, etc. The facility is required to enforce liquor laws as regulated by the state of Colorado. We reserve the right to refuse or stop alcoholic beverage service to any individual or group at any time. No alcoholic beverages will be served to anyone under the age of 21. Any event serving alcoholic beverages must also provide adequate food service. We reserve the right to prohibit events providing only alcoholic beverage service.

## CATERING SERVICES

BIGSBY'S FOLLY or one of our preferred caterers must be used for your event. We are proud to offer a fully customized culinary experience that complements our wine, and our chef will work with each client to create a menu plan that meets the vision and budgetary requirements for the event. Upon conferring with clients, we will determine whether it is appropriate to collaborate with or refer our clients to one of our preferred catering partners. Our recommended caterers have experience working at BIGSBY'S FOLLY and are familiar with our regulations, policies, and procedures. In the event we agree you can work with a non-preferred caterer, it may result in an increased deposit and fee.

A separate agreement outlining food and beverage services must be completed either with Bigsby's Folly or one of our preferred caterers at least 45 days prior to the event. If using one of our preferred caterers, you must abide by their terms and sign a contractual agreement with them. If using Bigsby's Folly culinary services, payment of 50% of the food is due at the time the contract is signed, with the remaining balance due 14 days in advance of the event. Food and beverage guarantees will be due 14 days prior to the event, with the final guarantee due 3 days prior to the event or in accordance with the preferred caterers policies. If changes are made within three days of the event, additional change order fees may be incurred. Any incidentals or added services are due within 2 days of the event. Food is subject to tax and a 20% gratuity.

Insurance/credit card—all caterers working at BIGSBY'S FOLLY are required to have a valid certificate of insurance and a credit card on file with us.

Kitchen Policy: BIGSBY'S FOLLY kitchen is production space and is to be used for final food presentation, plating and bussing only. Please note that BIGSBY'S FOLLY does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and should be returned to a clean condition immediately following your event. A final walk-through with a member of our event staff is mandatory at the close of your event. All trash, composting and recyclables must be removed from the site, failure to do so will result in additional fees and will be charged to the client or the caterer's credit card on file.

## CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. BIGSBY'S FOLLY reserves the right, in its exclusive in its discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of BIGSBY'S FOLLY or the safety of its staff, guests, or building contents.

## CLEANING, TRASH AND EQUIPMENT REMOVAL

BIGSBY'S FOLLY will be in a clean condition prior to your event. Clean-up is the responsibility of the client, and within one (1) hour following the event (or other pre-designated agreed upon timeframe), you are required to return the space to the same clean condition in which it was found. A basic cleaning fee is included in this facility rental rate. If additional cleaning is needed, it will be billed at actual plus 20%.



All rental equipment, decorations, and any other materials must be removed from the rental area. Items not removed immediately following the event will be disposed of with no liability to Bigsby's. Bigsby's is not responsible for any lost or stolen items. Charges for clean up and removal may be assessed or deducted from the security deposit if premises are not left clean and clear.

BIGSBY'S FOLLY and WASH PARK VINTNERS, LLC. encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the renter or the caterer.

## CONDUCT

Our facility and grounds shall not be used for any unlawful purpose. We reserve the right to refuse use of the facility and grounds to any organization or individual in the event that a program or its content does not comply with the Bigsby's Folly's policies and guidelines. Plans for facility use must be discussed and/or submitted by the user to the Event Manager prior to contracting. The user must agree that it will not practice, advocate or permit discrimination or segregation based upon race, creed, color, sex, age, disability or national origin.

Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of BIGSBY'S FOLLY or WASH PARK VINTNERS, LLC. staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the event costs shall be made.

## DAMAGE

Bigsby's Folly and our agents and partners assume no responsibility for damages or loss of any merchandise or materials brought on the property at any time. The client is liable for all damages, expenses and losses including theft and property loss, caused by any person attending, or providing services connected with the client's use of the facility. Costs will be assessed and charged to the client and /or deducted from the Security Deposit. Replacement value may be used by Bigsby's Folly to determine the damage. Any loss or damage to the facilities caused by guests and/or staff hired by the client may result in additional damage fees.

## DECORATIONS

BIGSBY'S FOLLY wants to make every event here a special and welcome experience. Every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We do ask the following:

- All decorations & flowers must be approved by Bigsby's or our approved vendors. All decorations must be removed at the end of the event.
- That only the staff of BIGSBY'S FOLLY rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating.
- No nails, screws, staples or penetrating items are to be used on our walls or floors. Anything attached to the walls, floors, doors, etc. must be done by our staff or our approved vendors only.
- No rice, glitter, silly string, confetti, silk flower petals, etc. is allowed on site.
- No fires, fireworks, open flames, or heating elements of any kind allowed. Must meet fire safety codes.
- Candles can be used as long as they fall within these guidelines: Only flameless candles are allowed for decoration. Ceremonial candles and birthday candles are permitted, and ceremonial candles must be contained and drippless. Votive candles are permitted on dining tables as long as they are contained.



## ENTRY AND EXIT

Renter agrees that BIGSBY'S FOLLY and WASH PARK VINTNERS, LLC. staff may enter and exit premises during the course of the event. A representative of BIGSBY'S FOLLY will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to issues that may arise at any time.

## EVENT COORDINATOR

We require the use of an event coordinator the day of your event. This person will be responsible for overseeing all vendors, taking care of details such as timelines and decorations, etc. This can be a "day of" coordinator or a full-service planner of your choice.

## EVENT HOURS

All events must conclude by 11pm Friday and Saturday, and 10pm Sunday through Thursday. There will be one hour after that for the venue to be cleaned and decorations picked up. The premises must be left as found, and all trash must be bagged and removed from the premises.

## INSURANCE

Special Event Liability insurance is required of all renters and is due no later than fourteen (14) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring BIGSBY'S FOLLY, WASH PARK VINTNERS, LLC. and KAPOTASANA, LLC. employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. WASH PARK VINTNERS, LLC. and KAPOTASANA, LLC. shall be named as an additional insured of said policy.

Any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their certificate of insurance and catering license to WASH PARK VINTNERS, LLC, naming WASH PARK VINTNERS, LLC. And KAPOTASANA, LLC. as stated, and will be delivered at least 14 days prior to the event.

## ITEMS INCLUDED IN RENTAL FEE

- Limited parking
- On-site venue manager
- Basic AV - Wifi, TV (in private blending room), speakers
- Tables/Chairs in winery are available for use, however may need to rent additional tables and chairs based on needs

## LIABILITY

Renter agrees to indemnify, defend, and hold WASH PARK VINTNERS, LLC. and it's landlord, KAPOTASANA, LLC., building owners, officers, employees, members, representatives and agents harmless of and from any claims, liabilities, costs, losses, damages, penalties, suits or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at BIGSBY'S FOLLY and WASH PARK VINTNERS, LLC.

In the event BIGSBY'S FOLLY and WASH PARK VINTNERS, LLC, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any



provisions of this agreement, renter agrees to pay BIGSBY'S FOLLY and WASH PARK VINTNERS, LLC., its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by BIGSBY'S FOLLY and WASH PARK VINTNERS, LLC., including all collection expenses and interest due.

### **LIVE MUSIC/DJs/NOISE**

BIGSBY'S FOLLY encourages music! However, please be aware that the premises are located near office space and homes and therefore neighborhood noise regulations do apply. Also, as some events take place along with our normal business, we request that approved entertainment providers be used, or that unapproved vendors meet with Bigsby's staff to discuss music 45 days prior to the event to review any special accommodations.

Volume control will be at the discretion of Bigsby's management. In the event that renter's event creates a disturbance due to high noise volume, the manager for BIGSBY'S FOLLY has full authority to ask the renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, the results will be early closure of bar services and/or immediate end of the event and the renter may be expelled from the premises. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter.

**Loud music must not occur before 5 p.m. and must end by 10 p.m. during weeknights** (Sunday thru Thursday) and by 11 p.m. on weekends (Friday and Saturday). Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

### **LOAD-IN/LOAD-OUT AND STORAGE**

All load-ins and load-outs must take place within the designated 6-hour timeframe specified in the Event Space Rental Agreement. Additional charges will be applied if the events load in/load out take place outside of the specified time. Event and vendor schedules will be reviewed and when applicable vendors may choose to strike the following day, schedule permitting. The final schedule will not be confirmed until 30 days prior the event.

Deliveries to the venue relating to the scheduled event must be delivered and picked up within the contracted event hours. Bigsby's Folly is not responsible for checking in or handling any items brought into the venue by rental companies, all external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load-out times. This also applies to items left post event for shipment out via courier. Note: it is not the responsibility of BIGSBY'S FOLLY to ensure that pick-ups are scheduled and executed. Bigsby's Folly is not responsible for lost or stolen items. Items not removed will be disposed of with no liability to Bigsby's Folly.

### **LOST AND FOUND**

BIGSBY'S FOLLY and WASH PARK VINTNERS, LLC. take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

### **PARKING**

Parking is available on the surrounding streets. Valet parking may be arranged for the event by the client. If valet is confirmed, the valet company will need to provide all applicable signage. Bigsby's is located near the 38<sup>th</sup> and Blake RTD stop right in front of the 36<sup>th</sup> Street bridge and we encourage patrons to utilize light rail, or utilize ride sharing services such as Uber, Lyft, cabs, etc.



## **PHOTOGRAPHY**

For promotional purposes, Bigsby's reserves the right to take a limited number of royalty-free photographs of the user's activities in the winery. Such photographs shall be Bigsby's sole and exclusive property for the full copyright term, and we shall have the right to copy, exhibit, display, and otherwise exploit such photographs by any means and media throughout the world; provided, however, that Bigsby's shall have the sole responsibility for obtaining any third party clearances, release and consent necessary for our use of such photographs.

## **PROMOTIONS AND COPYRIGHT**

It is important to us that you have a successful event. Should BIGSBY'S FOLLY or WASH PARK VINTNERS, LLC. be engaged in the promotion or co-production of your event, it is imperative that we approve all marketing messages and communications. We are happy to provide professionally created images of our logo and space for promotional materials.

## **SAFETY & SECURITY**

For the safety of the client, all guests and guests of the client are permitted to have access to the contracted use space, but any non-contracted spaces are off limits at all times.

Bigsby's reserves the right to require the client, at client's expense, to hire security personnel or parking personnel for the event should it be deemed necessary to ensure safety and help provide traffic control.

Children must be supervised at all times.

## **SMOKING**

Bigsby's Folly is a non-smoking facility. There is no smoking or drug use of any kind tolerated on premises or within 30 feet of the building.

## **SPECIALTY STAFF**

A minimum of one event staff is provided for all events and is included in the venue rental fee. Additional personnel may be required based on the event activity and/or layout of the event. Bigsby's Folly can provide specialty staffing services to assist in the success of your event at agreed upon rates.

## **VENDOR MANAGEMENT**

Bigsby's Folly must approve all vendors. The client is responsible for all vendor activity during the site tours, setup, event and removal. All deliveries must be arranged prior to the event day and the delivery time approved if it falls outside of the contracted use time. All vendors and supplies must be picked up at the conclusion of the event, unless prior arrangements have been made. All vendors must load in via designated access points. Vendors need to begin tear down no later than the set times and be complete within one hour. If additional time is needed it may be added for a fee, and if schedule allows we may work with the vendor to make arrangements for strike the next day.

All policies are subject to change.

Thanks for considering Bigsby's Folly for your special event. Please contact us if you have any additional questions on hosting an event at Bigsby's Folly. We will work with you to make sure it is a memorable occasion!

