



# Dunham Cellars

## FACILITY RENTAL AGREEMENT

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Name:

Address:

Phone:

Email:

Date of Event:

Set-up time:

Event Start time:

Event End time:

Guest count:

Sub Total: \$

Taxes (8.6%): \$

Total: \$

50% Deposit: \$

Date Due:

Remaining Balance: \$

Date Due:

[Page one for office use only]



# Dunham Cellars

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Today's Date:

In consideration of the fees and covenants herein expressed Dunham Cellars LLC, hereafter called Dunham Cellars, does hereby rent The Hangar Lounge to:

Name:

Address:

Phone:

Email:

Dunham Cellars will provide use of grounds, parking, bathroom, small kitchen for catering, and staff *for the facility* during the event. Dunham Cellars staff will provide supervision and facility assistance for the initial setup and final take down. However, the rental party is responsible for staffing all set up and all take down of event, including garbage collection upon the conclusion. Renter is also responsible for their own catering, extra seating and/or tables, and all other amenities with the exception of basic care needs such as toilet paper, soap, and hand towels. All outside services such as catering, bands, etc. must be specifically outlined and meet approval by Dunham Cellars as specified in this contract (see below).

\_\_\_\_\_ Initial

The renter shall pay a non-refundable booking deposit of \$\_\_\_\_\_ to Dunham Cellars to confirm the initial reservation. The deposit must be returned along with the signed contract within ten (10) days of the contract date. The remaining balance will be due three (3) days prior to the date of the event.

Deposit due by: \_\_\_\_\_  
Remaining balance due by: \_\_\_\_\_

\_\_\_\_\_ Initial

### FACILITY RESERVATION DETAILS

A. Facility Usage:

Date of Event:

Guest Count:

Start Time:

End Time:

Description:

B. Rates:

- 3 hours - \$500
- Each additional hour - \$200
- All day (8 hours) - \$1400
- Additional fees may apply for parties over 100

1. The Hangar Lounge Rental fee is \$\_\_\_\_\_ for stated hours, plus 8.6% WA State Sales Tax. Total Rental fee, including taxes is \$\_\_\_\_\_



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C. Set-up:

1. Renters may begin setting up for their event one (1) hour before the start time of their event, and may do so during normal Dunham Cellars business hours only. Additional or after-hour set-up time may be requested for additional hourly fees.

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Initial

2. Renters may request the Hangar Lounge furniture be removed from the space prior to the event. Dunham cellars staff will remove hangar lounge furniture for an additional fee.

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Initial

3. Renters may not make any deliveries to the winery prior to one (1) hour to the event. Renters may not store any products at the winery prior to one (1) hour before the event.

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Initial

D. Clean-up:

1. Renters are solely responsible for cleaning the rented space after their event. Clean-up must be entirely completed within two (2) hours of ending the event.

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- E. All equipment must be requested in writing, and are subject to availability.

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Initial

### FINANCIAL CONSIDERATIONS

- A. Charges for any damages assessed by Dunham Cellars will be determined by repair or replacement costs.

- B. Rental rates are based upon written and oral communication at the time the contract is written. Requesting additional technical resources, wine, and adjusting times will incur further expenses.

\_\_\_\_\_  
Initial

### DEPOSITS

- A. The renter shall pay a non-refundable booking deposit of \$ \_\_\_\_\_ to Dunham Cellars to confirm the initial reservation within ten (10) days of receiving the contract.

- a. Deposit due by: \_\_\_\_\_

\_\_\_\_\_  
Initial

- B. The booking deposit will be credited to the renter after the completion of the rental period and will be reflected on the invoice.

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Initial



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- C. Events cancelled prior to thirty (30) days before the date of the event will result in loss of the booking deposit. Events cancelled between twenty-nine (29) and eleven (11) days before the date of the event will result in charges for expenses already incurred by Dunham Cellars and loss of the booking deposit. Events cancelled within ten (10) days before the event will result in the loss of the entire rental fee.

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Initial

- D. Damage Deposit:
  - a. Renter shall pay a **\$500** refundable damage/cleaning deposit to Dunham Cellars ten (10) days prior to the event. If the space is clean and no damage is made, the renters will receive their damage/cleaning deposit back in full within ten (10) days following the event.

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Initial

### BILLING

- A. Dunham Cellars will provide the renter with an invoice listing all charges and credits.
- B. Renter agrees to pay the remaining balance of \$ \_\_\_\_\_ ten (10) days prior to the date of event.

\_\_\_\_\_  
Initial

- C. Dunham Cellars recognizes the possibility of errors in calculation and subsequent damage assessments. Thus Dunham Cellars reserves the right to make adjustments within sixty (60) days after receipt of payment.

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Initial

- D. In case of an adjusted invoice, the renter agrees to pay the corrected balance due within thirty (30) days of the billing date. Added fees, (overtime, damage done to the facility, etc.) will be invoiced to the renter on the next business day following the event. The renter agrees to pay in full within thirty (30) days of receiving the adjusted invoice.

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Initial

### DUNHAM CELLARS / HANGAR LOUNGE POLICIES

- A. Renter agrees to comply with all laws, ordinances and rules applicable to the use of said described facilities and to pay all taxes imposed by law in connection with its use and occupancy thereof.

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- B. All food served at the Hangar Lounge must be provided by an approved catering service.

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- C. Firm guarantee of attendance and final guest count is due ten (10) days prior to event.

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- D. Musicians and rental services must be approved in advance by Dunham Cellars. Music and all other entertainment must terminate no later than 10:00 p.m.

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- E. Additional bathroom facilities may be required for parties with over 30 guests at the renter's expense. A list of facility renters is available from the event coordinator.

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Initial

- F. If wine glass stemware is lost or damaged, Renter will pay \$15 per glass to Dunham Cellars.

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Initial

- G. Confetti, glitter, or party-poppers are not allowed for any event.

\_\_\_\_\_  
Initial

- H. Renter agrees that he/she will not attach any signs, posters or decorative materials to the walls or use any decorative materials prohibited by city ordinance including, but not limited to crepe paper (flameproof or not), cellophane (shredded or not), confetti, cotton, corn stalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, coniferous foliage or any similar flammable or combustible materials in or about said facilities. Bubbles are not allowed in the Hangar Lounge.

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- I. Renter agrees that he/she shall not stage any act or performance in which fire or flame is involved.

\_\_\_\_\_  
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- J. Renter agrees that no advertising or other matter shall be placed or posted in or about said described facilities or announced or publicized over any loud speaker system therein without first having obtained the written permission of the owner.

\_\_\_\_\_  
Initial

- K. Renter shall not injure, mar, or in any way deface said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred, or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.

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Initial

- L. Dunham Cellars must approve erection of special platforms, scaffolding, rigging and other apparatus. Once approved, these are the responsibility of the renter, but in order to ensure safety to performers and the public shall be installed according to the specifications as determined by Dunham Cellars and the City of Walla Walla.

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M. All persons intending to consume alcohol must be over twenty-one (21) years of age and must be prepared to show proof of age. Minors found to be possessing or consuming alcohol anywhere on the winery premises will be evicted immediately. Proof of age may be requested at anytime by Dunham Cellars staff, and failure to provide same will be cause for removal of alcohol from the guest. There are *no* exceptions.

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Initial

N. No persons showing visible signs of intoxication will be served alcohol. Dunham Cellars reserves the right to evict any drunk and/or disorderly person.

\_\_\_\_\_  
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O. There shall be no consumption of alcohol other than Dunham Cellars wine. Wine for the event must be purchased ahead of time. Non-wine club members will receive a 20% discount on all wine purchased for the event, and wine club members will receive a 30% discount on all wine purchased for the event.

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P. There shall be no drugs or drug paraphernalia at on Dunham Cellars premises.

\_\_\_\_\_  
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Q. If at any time, in the judgment of Dunham Cellars, the uses of the premises by renter are illegal, indecent, obscene or immoral the renter shall either cease or desist from continuing such objectionable uses or surrender the premises forthwith upon the demand of said Dunham Cellars representative.

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R. The performance of this agreement is subject to any circumstance making it illegal or impossible to provide or use the Dunham Cellars facilities, including, but not limited to fire, flood or other acts of nature, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities. This agreement may be terminated for such reasons by written notice from Dunham Cellars.

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S. Renter shall indemnify and hold the owners harmless of and from any and all loss, damage or injury to any person or persons whomsoever, or property, arising from any cause or for any reason whatsoever in or about the described facilities; and the renter further agrees to waive all claims against the permitter on account of any loss, damage or injury from whatever cause which may occur to it or its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this agreement is granted. Renter also agrees to reimburse the owner for any damage done to its premises or equipment during renter's use of occupancy of the same.

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Initial

T. The tasting room will be open to the public during normal business hours: 11:00am-4:00pm.

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Initial

U. Smoking is prohibited both inside and outside Dunham Cellars premises.



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**Initial**

- V. Up to sixty (60) days prior to the event, Dunham Cellars reserves the right to require contract addendums in order to ensure the safety and well-being of your guests.

\_\_\_\_\_  
**Initial**

- W. Renter shall not assign or transfer this agreement or sublet any portion thereof without the written consent of the owners. The Renter herein is an independent contractor and not the agent or employee of the owner.

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**Initial**



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Agreement fees are based upon written and oral communication at the time the contract is written. Requesting additional time, space, and wine may incur further expenses.

This agreement is not binding until countersigned by Dunham Cellars. Dunham Cellars will honor its terms, the rates for charges and the availability of facilities and services for thirty (30) days from the date of mailing this agreement to the renter.

This agreement is agreed and accepted by:

Renter:

Dunham Cellars LLC:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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