

**GANDER WAY
VINEYARDS & WINERY, LLC
RENTAL AGREEMENT**

1. **PREMISES AND TERM.** Gander Way Vineyards & Winery, LLC (“Gander Way”), whose address for the purpose of this rental agreement is 8304 N. 100 W. Ave., Skiatook, OK 74070, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Lessee to be kept and performed, rents and leases unto the Lessee and Lessee hereby rents and leases from Gander Way, according to the terms and provisions herein, the Gander Way Vineyards & Winery or a part thereof, located at 8304 N. 100th W. Ave., Skiatook, OK 74070, for a term as stated below: **Mail Checks to: 8304 N. 100th W. Ave., Skiatook, OK 74070.**

LESSEE INFORMATION

Name(s): _____ Daytime Phone: _____
 Group: _____ Evening Phone: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email Address: _____

RENTAL OPTION

_____ Security Deposit (See Section #5)	\$ _____
_____ Vineyard Room (See Section #1)	\$ _____
_____ Pavilion (See Section #1)	\$ _____
_____ Entire Winery (See Section #1)	\$ _____
_____ Set Up/Takedown of tables and chairs (See Section #4) (limited to those provided by Gander Way - \$2/chair)	\$ _____
_____ Cleanup of Dishes (See Section #4) (\$1.50/per plate/per guest)	\$ _____
_____ Kitchen Rental (See Section #5)	\$ _____
_____ Cutting of Cake	\$ _____
_____ Serving of Punch	\$ _____
_____ Guest Book Attendee	\$ _____
_____ Rental of tablecloths, napkins, dishes and utensils (See Sections #6 and #28)	\$ _____
_____ Additional Rehearsal Time	\$ _____
_____ Additional Food Services/Catering	\$ _____
<u>Total Due</u>	\$ _____
Amount Due at Signing:	\$ _____
Amount Due by _____, 20_____	\$ _____
Amount Due by _____, 20_____	\$ _____

RENTAL INFORMATION

Please mark an "X" next to the desired rental space.

_____ **VINEYARD ROOM:** Includes tables and chairs for 48 guests and 3 additional six-foot tables. Rental price for 4 hours, Tuesday thru Saturday between 10:00 AM and 6:00 PM is \$150.00. Rental price for 4 hours, Tuesday thru Saturday after 6:00 PM is \$300.00. Any event scheduled to begin or end after 6:00 p.m. shall be at the \$300.00 rate. Events ending after 10:00 p.m. will be billed at a higher rate. Please discuss with management. Rental price for 4 hours, Sunday and Monday is \$400.00. Rental time booked includes time for cleanup and removing of decorations. Additional time after the scheduled 4 hours is \$50.00 per half hour.

_____ **PAVILION:** Includes Pavilion, Vineyard Room, tables and chairs for 48 guests and 3 additional six-foot tables. Rental price for 4 hours, Tuesday thru Saturday between 10:00 AM and 6:00 PM is \$300.00. Rental price for 4 hours, Tuesday thru Saturday after 6:00 PM is \$600.00. Rental price for 4 hours, Sunday and Monday is \$900.00. Rental time booked includes time for cleanup and removing of decorations. Additional time after the scheduled 4 hours is \$50.00 per half hour.

_____ **ENTIRE WINERY:** Includes Vineyard Room, Pavilion and Great Room, tables and chairs for 48 guests and 3 additional six-foot tables. Rental price for 4 hours, Tuesday thru Saturday is \$1,600.00. Rental price for 4 hours, Sunday and Monday is \$2,000.00. Rental time booked includes time for cleanup and removing of decorations. Additional time after the scheduled 4 hours is \$50.00 per half hour.

_____ **OTHER:** _____

Please check with Gander Way staff on availability of tables, as two events may be happening on same day and time. First party to reserve room, has first access to tables and chairs.

TERMS OF RENTAL

BEGINS: _____ **ENDS:** _____

Event _____, 20____ @ _____ am/pm _____, 20____ @ _____ am/pm

Setup _____, 20____ @ _____ am/pm _____, 20____ @ _____ am/pm

Rehearsal _____, 20____ @ _____ am/pm _____, 20____ @ _____ am/pm

Additional Rehearsal:

_____, 20____ @ _____ am/pm _____, 20____ @ _____ am/pm

Please explain the intended use of rental space (wedding, banquet, party/dance, business meeting, etc.):

Will Alcoholic Beverages be served in the facility? _____ Yes _____ No

The only Alcoholic Beverages allowed on premises will be wine and beer purchased from Gander Way. (See Paragraph 10 below.)

2. **RENTAL.** Lessee agrees to pay to Gander Way as rental for said term the sum as listed above. **A non-refundable fee equal to one-half (1/2) of the base rental fee is required to hold a date for the event.** This agreement is null and void if remaining balance of rent is not paid 30 days before the rental date. Additional fees including but not limited to those for: kitchen rental, setup, linens/flatware, and cleaning, provided by Gander Way are due the night of Lessee's event. If cancellation of event is submitted by written letter and received 30 days prior to actual event date, the balance of the rental fee is not due.

3. **SECURITY DEPOSIT.** Lessee shall deposit the sum of \$200.00 with Gander Way as security for surrender of the premises in as good condition as at the beginning of the lease term. The deposit shall be returned after an inspection is completed to insure no damage is caused or clean up required. **The security deposit is due and payable at the time of entering into this rental agreement. Lessee is responsible for all damages caused by Lessee's guests or individuals hired by Lessee. Deposit will first be applied to repair any damages, then to any cleaning fee required, then the remainder, if any, will be refunded within 10 business days.**

4. **SETUP/CLEANING FEE:** Gander Way staff will provide table and chair setup/takedown & limited cleaning services at your request at the following rates:

SETUP/TAKEDOWN: \$2 per chair
CLEANUP: \$1.50 per plate/per guest

This fee must be paid 30 days prior to event and is in addition to rental fee. **This fee is non-refundable.** Lessee is responsible for removing personal items.

5. **KITCHEN.** Gander Way's Kitchen is available for use for Lessee's event for a fee of \$75.00. This fee is due 30 days prior to the day of the event. **This fee is non-refundable.** Gander Way will not prepare any food for any event where an outside caterer has been hired. Use of the kitchen is limited to sinks, prep tables and trash containers. The use of the kitchen **DOES NOT** include any of the equipment or appliances. The kitchen cannot be used for storage of customer items like decoration boxes, sacks or clothing. **Caterers must contact Gander Way prior to event.**

6. **ADDITIONAL SERVICES.** Gander Way also offers the following services:

- _____ Cutting and serving of Cake: \$40.00
- _____ Serving of Punch: \$40.00
- _____ Guest Book attendee: \$40.00
- _____ Rental of: table clothes, napkins, dishes and utensils: \$_____

Lessee is responsible for providing cake, punch, serving utensils and dishes unless other arrangements are made with Gander Way.

7. **REHEARSALS.** A one (1) hour block of time for event rehearsals may be scheduled on the day before Lessee's event at no additional charge. Additional time may be purchased at \$50.00 per half hour. Choice of rehearsal time is on a first-come, first-serve basis. Scheduled events for other users may limit available rehearsal times.

8. **DECORATIONS.** All decorations require the prior approval of Gander Way. No nails, screws, staples or other devices leaving a permanent mark or indentation may be used inside any building or on the premises to secure any decorations. No birdseed, lavender, bubbles, rice (or other similar items) or silly string or confetti may be used inside any building. Birdseed, lavender, bubbles and rose petals may be used outdoors. The use of non-degradable items such as confetti and silly string are strictly prohibited on the premises. We ask that you not throw rice as it is dangerous to birds. Decorating can begin anytime after 10:00 a.m. on the day of the event.

9. **CANDLES.** All candles must be secured inside containers that allow for spent wax to be contained. The burning of candles and the containers to be utilized require the prior approval of Gander Way Management.

10. **BEVERAGES:** All wine and/or beer served at Lessee's event MUST be purchased from Gander Way. Wine and beer must be ordered two (2) weeks prior to Lessee's event to ensure availability of selections. **Payment for beer and wine is due at the time of order. NO OUTSIDE ALCOHOL IS ALLOWED.**

By law, no one under 21 years of age may consume or taste alcoholic beverages. Gander Way's Management may ask guests for identification to verify age. Gander Way reserves the right to ask any individuals or the entire party to leave if a minor is consuming alcohol or if an adult is providing alcohol to a minor. The Lessee shall ensure that no underage drinking is allowed. Gander Way assumes no liability for underage drinking.

Lessee may bring their own non-alcoholic beverages for their guests and are responsible for the cold storage, serving and disposal of these beverages.

11. **CHILDREN.** Children shall be supervised by a responsible adult at all times. Lessee shall prevent children from climbing or playing on gazebo or any other structure. Lessee shall prevent children from throwing rocks or other objects while on the premises. No children shall be allowed on the stairs or in any upstairs area unless accompanied by an adult.

12. **PETS.** No pets are allowed during private events unless special arrangements are made with Gander Way Management.

13. **SMOKING.** No smoking is allowed on the premises, except in designated areas. No smoking is allowed within 50 feet of any entrance. No smoking is allowed inside any building.

14. **BAR.** Access to the bar area requires prior approval of Gander Way Management. No unauthorized person is allowed behind the bar. Absolutely no one under age 21 is allowed at or behind the bar.

15. **GREAT ROOM/FERMENTATION AREA. NO ONE IS ALLOWED IN THE FERMENTATION AREA.**

16. **GRILLING.** Grilling is allowed only outside, on graveled areas. Lessee or Lessee's caterer must provide grill. Lessee agrees to comply with all state, county and local fire restrictions.

17. **USE OF PREMISES/PERMITTING.** Lessee covenants and agrees during the term of this lease to use and to occupy the rented premises only for the purpose(s) stated above, and shall not conduct any illegal activity thereon or conduct any activity that is harmful to or which would endanger any person. No pyrotechnics or other ignitable or open flame activity which would endanger any person shall be allowed on the premises. Lessee shall pay for all permits and licenses required by any governmental agency to carry on its activities and shall pay for and indemnify Gander Way from any and all fees, taxes, costs and expenses of permitting and using the premises.

18. **LESSEE'S DUTY OF CARE AND MAINTENANCE.** Lessee shall, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Lessee will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Lessee, its agents, invitees, licensees or guests. Lessee agrees to keep faucets closed so as to prevent waste of water and flooding of premises. Any damage caused to the premises or Gander Way's property shall be paid by the Lessee. If the damage exceeds the Deposit, the Gander Way will be immediately reimbursed the excess damage upon demand being made by Gander Way. All traces of use of the premises shall be removed from the floors, tables, chairs and fixtures including (without limitation) food, mud, evidence of spillage, gum, tape, etc., and all tables shall be wiped down. Any and all kitchen items utilized shall be cleaned and properly stored. All trash, including that in the kitchen and bathrooms, as well as any cigarette butts which may be thrown on the sidewalks, lawns or grounds of the premises shall be removed by Lessee. Lessee must take with them any trash which does not fit in the dumpster(s). Lessee shall be responsible for turning off of all lights and locking all doors prior to leaving the premises. If Lessee leaves the premises in such condition as to warrant cleanup by Gander Way, Lessee shall be liable for and agrees to pay Gander Way \$25.00 per man hour for such cleanup, as deemed necessary by Gander Way, upon demand by Gander Way.

19. **INDEMNIFICATION.** Lessee shall protect, indemnify and save harmless, and does hereby release the Gander Way, its agents, employees, officers and directors, from and against any and all loss, cost, damages and expenses occasioned by, or arising out of, the rental, use or occupancy of the premises or equipment thereon, or any part thereof by the Lessee or any person claiming through or under the Lessee, its agents, guests, invitees and licensees. Notwithstanding anything herein to the contrary, Lessee shall indemnify and hold harmless Gander Way, its agents, employees, officers and directors, from and against any and all loss, cost, damages and expenses occasioned by, or arising out of, any bodily injury and/or loss of life at the Gander Way Vineyards & Winery premises arising directly or indirectly from the activities of the Lessee, its agents, invitees, guests and licensees.

20. **UTILITIES.** Gander Way shall furnish heat, air conditioning and electricity for rented premises.

21. **NO SUBLETTING/LIENS.** Lessee shall not sublet the premises and Lessee is responsible for caterers, servers and concessionaires who are affiliated with the Lessee's event/function. Lessee shall discharge any and all liens that may be placed on the premises for goods and/or services provided with respect to Lessee's activities.

22. **INSURANCE.** Gander Way does not provide or offer insurance for Lessee or its guests, and Lessee assumes any and all risk of loss, damage or injury suffered by any person or to any property. Lessee shall obtain its own liability insurance, if coverage is desired. Lessee shall not do or omit the doing of any act, which would violate any insurance, or increase the insurance rates in force upon the premises, unless otherwise provided above.

23. **STAFF.** The Lessee shall furnish all staff and labor required for the approved activities. Lessee shall be liable and responsible for all janitorial, maintenance and cleaning personnel and products necessary to prepare the premises for the Lessee's activities as well as to restore the premises immediately following such activity in the same or better condition than prior to Lessee's activity.

24. **WEATHER.** Gander Way reserves the right to cancel your event due to inclement weather, including but not limited to severe thunderstorms, flooding, hail, snow, severe winds or tornado-like activity. Gander Way shall only cancel an event in extreme cases where safety of its guests is a concern. Should your event be cancelled due to weather Gander Way will work with you to reschedule on a mutually agreeable date and time. No refunds will be given due to cancellations caused by weather.

25. **PROPERTY.** Gander Way assumes no responsibility for any property placed in or on the premises and Lessee hereby expressly releases and discharges Gander Way from any and all liability for any injury or damage to any property left on the premises by Lessee, its invitees, licensees, guests and agents.

26. **GOVERNING LAW/ENFORCEMENT.** This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma. This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom

enforcement of any waiver, change, modification, or discharge is sought. All of the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors, and assigns of the parties hereof. If suit shall be brought for enforcement of this Agreement or recovery of rent or any other amount due hereunder, the non-prevailing party shall pay to the prevailing party all expenses and costs incurred, including a reasonable attorney's fee.

27. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between Gander Way and Lessee and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. Gander Way and Lessee acknowledge that each party has reviewed this Agreement and that any ambiguities shall not be resolved against the drafting party. No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by that party.

28. **COUNTERPARTS/SEVERABILITY.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

29. **Other Information or Requirements (Office Use Only):**

EFFECTIVE DATE OF THIS AGREEMENT: _____, 20_____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rental Agreement, the day and year first above written.

GANDER WAY VINEYARDS & WINERY, LLC

LESSEE'S SIGNATURE

By: _____
AUTHORIZED MEMBER OR MANAGER

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