THE WINE COMPANY

WINERY EVENT RENTAL

Fableist Wine Co. 5036 S. El Pomar Templeton, CA 93465 805.246.1431 ext.3



Welcome to The Fableist Wine Co. Events.

Rustic elegance and breathtaking views await you at The Fableist Wine Co., a unique and stunning vineyard venue for your wedding or special event. This 120-acre property nestled into the rolling hills of Templeton, California, offers several settings for your special day — beautiful oak trees overlooking miles of vines, a modern farmhouse and a lush garden. Vintage touches accentuate the sunny outdoor setting, even including an antique train on-site.

Our winery is built on stories, and we would love to be part of yours. A collaboration between winemakers Curt Schalchlin and Andrew Jones, The Fableist tells tales of lessons they've learned along the way, giving special attention to the craft and story behind each wine. The vineyard and tasting room is located at the junction of El Pomar and South El Pomar drives within the Paso Robles viticultural appellation.

Warmly, Melissa Lauffer

WELCOME 2

| VENT DATE: S | TART TIME: | END TIME: |
|---|-------------------------------|----------------|
| VENT PURPOSE: | # OF | G U E S T S : |
| LIENT: | E M A I L : | |
| D D R E S S : | PHONE | : |
| RICE (SEE PAGE 4): \$ | STAFF REQ | , 'S: |
| ATERER: | _ MIN WINE PUR | C H A S E : |
| NSURANCE REQ'D: YES / NO | | |
| Outdoor areas, including the oal Excludes the tasting room. Vine only. Additional notes regarding | eyards available for photogr | C |
| | space: | |
| A signed contract and Deposit m | nust be received to reserve y | our Event Date |

A copy of your Special Event Liability insurance (see Insurance section below) is due no later than 14 days prior to the Event Date. Final guest count due no later than 14 days prior to the Event.

Payments should be made to The Fableist Wine Company. Cash, check and major credit cards are accepted. The Credit Card Authorization Form is on the last page of this contract. Credit card transactions will require an additional 3.1% service fee.

| CLIENT | THE FABLEIST WINE CO. |
|------------|-----------------------|
| AGREED BY: | AGREED BY: |
| N A M E : | N A M E : |
| DATE: | DATE: |
| | |

Please initial the following eight pages.

AGREEMENT 3

| PRICING | |
|-----------------------------|--|
| SITE FEE | |
| ADDITIONAL HOUR \$500 X | |
| \$15 X GUESTS | |
| ADDITIONAL BAR SETUP, \$150 | |
| REHEARSAL DINNER, \$1,000 | |
| SUNDAY BRUNCH, \$1,000 | |
| | |
| TOTAL | |
| | |

PRICING 4

TERMS AND CONDITIONS

EVENT SPACE

The Fableist Wine Company hereby grants to Client a limited and revocable license (the "License") to use the Event Space indicated on the Cover Page, together with the right to use all other areas in and about the Event Space which are used in common with others including, without limitation, stairways, restrooms, and parking areas. The License permits the Client to use the Event Space only for the Event on the Event Date during the Event Hours (all as described in the Cover Page), subject to and upon the terms, covenants and conditions contained in this Agreement. The License shall not, under any circumstances, be coupled with an interest in the Event Space. Client acknowledges and agrees that no more than the Number of Guests indicated on the Cover Page will occupy the Event Space.

EVENT AMENITIES AND STAFF

The Fableist Wine Company shall be responsible for providing only the following to Client during the Event, which are included in the Site Fee:

- Bistro lights
- Bar service staff and bar setup
- Special access to the property for engagement photos or anniversary/family photos
- Tables and chairs for up to 200 guests
- Outdoor ceremony options including
- Getting ready suite
- 2 night stay at The Farmhouse
- Exclusive venue use on your wedding day
- 1 indoor restroom
- VIP portable restrooms
- Private tasting for up to 8 to select your event day wines (reservations required)
- 20% discount on Fableist wines for your event, 30% for club members
- Onsite parking and security
- An onsite property manager to oversee the event and safety, cleanliness, enforce policies and act as a property resource

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The following are additional amenities that may be provided, along with an additional fee:

- Additional bar setup (recommended for groups using multiple areas of property): \$150 per bar
- 3 hour property rental for rehearsal dinner and/ or Sunday brunch: \$1000 each
- Additional night stay at The Fableist Farmhouse: \$399 per night

EVENT DATE AND EVENT TIME

The Event shall be held on Event Date listed on the Cover Page between the hours listed on the Cover Page, which includes set up and take down time. Client and Client's independent contractors, contracted vendors and service providers retained by Client to provide services for the Event (collectively, "Client's Service Providers") shall not have access to the Event Space at any time other than during the Event Time, unless Client receives prior written authorization from The Fableist Wine Company. Should the event run over the allotted 5 hour agreement, the credit card on file shall be charged at a rate of \$500 per hour.

DEPOSIT AND FEES

Client shall pay to The Fableist Wine Company the following deposits and fees (collectively, the "Fees") in the following manner:

- <u>Deposit</u>: A deposit equal to 50% of the Site Fee is due immediately upon signing this Agreement and is nonrefundable except if expressly otherwise noted herein ("Deposit"). The Deposit will be credited toward the Site Fee (defined below). The Fableist Wine Company shall have no obligation under this Agreement until the Deposit is paid in full.
- <u>Site Fee:</u> A Site Fee in the amount indicated on the Cover Page (the "Site Fee"), less the Deposit, shall be due and payable to The Fableist Wine Company at least 30 days prior to the Event Date.
- Wine Costs: If Client should choose to serve wine at the Event, Client shall pay The Fableist Wine Company for such wine by the case at The Fableist Wine Company' customary retail prices. Payment is due at least 2 days prior to the Event Date.
 - The Fableist Wine Company shall have no obligation to Client until the Deposit is paid in full. If Client fails to pay any of the Fees by the applicable due dates set forth above, The Fableist Wine Company shall have the right to revoke the License and retain the full amount of the Deposit.

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CANCELLATIONS

If Client cancels the Event less than 72 hours of the Event, The Fableist Wine Company shall be entitled to retain the Site Fee, in addition to the Deposit which is nonrefundable. The Fableist Wine Company must be notified in writing on any cancellations regardless when made.

COORDINATION

To ensure the success of your Event, The Fableist Wine Company requires that you engage with preapproved and licensed event coordinator for the month of the Event at minimum. A list of approved vendors will be provided. While the Winery is happy to make vendor recommendations, the company does not provide an on-site wedding planner as part of this contract. The coordinator must be present onsite throughout the day of the event day to supervise and direct setup, the flow of the event, and breakdown. The coordinator shall not be a guest or a participant in the Event.

SALE OF ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES

The Fableist Wine Company is the only entity allowed to provide alcohol at events held at the Event Space. The Fableist Wine Company requires a 2-case minimum purchase from the Curated Wine List offered at a 20% discount. Wine Club Members receive a 30% discount on case purchases for the Event. Client, vendors of Client, and Client's guests are prohibited from bringing distilled spirits onto property unless specifically authorized by The Fableist Wine Company and allowed pursuant to Alcoholic Beverage Control (ABC) regulations. Distilled spirits will be confiscated by The Fableist Wine Company staff if discovered. Subject to ABC regulations regarding the location of the Event on the property, The Fableist Wine Company may provide beer at Client's cost if requested and agreed in advance. If bar services are required for the Event, The Fableist Wine Company shall have the exclusive right to provide these services and will provide such services if requested. The Fableist Wine Company staff reserves the right to refuse serving alcoholic beverages to any guests, and will not serve alcoholic beverages to any guests who show signs of intoxication. No alcoholic beverages will be served after 9:30 p.m. Non-alcoholic beverages may be brought to the event by the Client at no additional charge.

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CATERING

All food for the Event must be prepared off-site and shall not require the use of The Fableist Wine Company' facilities. The Fableist Wine Company does not provide kitchen facilities for any reason including, but not limited to, food preparation, reheating, or refrigeration. This includes food provided by Client or caterers. Client's caterer, if any, must be licensed and approved by The Fableist Wine Company prior to the Event Date. If Client will provide food for the Event, such food must be approved by The Fableist Wine Company prior to the Event Date.

SITE DECORATION

Rearranging and moving furniture, artwork, lamps, seating and other furnishings shall be performed solely by The Fableist Wine Company' employees. No nails, screws, staples or penetrating items shall be used on walls, wood or other fine surfaces. All tape and gummed backing materials shall be properly removed by Client and any damage to walls, wood or other fine surfaces shall be repaired by The Fableist Wine Company, the cost of which shall be invoiced to Client. Decorations including, but not limited to, balloons, floral arrangements, signs, and banners must be approved by The Fableist Wine Company prior to the Event Date. The Fableist Wine Company reserves the right to refuse the display of any decorations during or prior to the Event.

CONDUCT AND NOISE

Smoking is only allowed outside in the designated areas. The Fableist Wine Company requires that guests of the Event dispose of used cigarettes, cigars, etc. in an appropriate receptacle. Loitering, disparaging remarks, physical violence or illegal activities will not be tolerated. Client acknowledges that the Event Space is located near residential areas and that San Luis Obispo County's Noise Ordinance regulates permitted noise levels, and therefore agrees to control the noise level at the Event such that it shall not create a disturbance or violation of law. If The Fableist Wine Company reasonably determines that the noise level is excessive, upon request by The Fableist Wine Company, Client shall immediately reduce the volume. Conduct deemed disorderly and/or noise levels deemed excessive, at the sole discretion of The Fableist Wine Company, shall be grounds for immediate expulsion from the Event Space and the conclusion of the License. In such event Client shall not be entitled to any refund of any Fees.

ENTERTAINMENT

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The Fableist Wine Company does not provide entertainment or entertainment equipment for any private events. Entertainment including, but not limited to, live music and games must be approved by The Fableist Wine Company prior to the Event Date. The Fableist Wine Company reserves the right to refuse to allow any forms of entertainment during or prior to the Event. Musicians are required to attend site walk-thru prior to event date.

INSURANCE

If indicated on the Cover Page, Client and Client's Service Providers must each provide The Fableist Wine Company, no later than 14 days prior to the Event Date, with a certificate of insurance evidencing event liability insurance that provides bodily injury and property damage insurance coverage for all bodily injury, property damage, personal injury, and other claims, losses, or damages arising out of or in connection with, in whole or in part, the use or occupancy of the Event Space, or any other occupant of the Event Space, sidewalks, and other appurtenances to the Event Space. 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 and naming The Fableist Wine Company as an additional insured. If alcohol is served, the policy shall also include host liquor liability coverage.

COMPLIANCE WITH LAWS

Client shall comply with all applicable laws and shall obtain any and all required permits and licenses necessary to use the Event Space. Client shall not use the Event Space in any manner that would violate local, state or federal laws or regulations related to Client's use of the Event Space.

INDEMNIFICATION

Client hereby indemnifies, defends and holds harmless The Fableist Wine Company, its officers, directors,

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employees and agents, from any damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with any damage to the property or any injury caused to any person (including death): (a) as a result of Client's use of the Event Space, sidewalks, and other appurtenances to the Event Space, by Client, the Client's caterer (if any), Client's Service Providers (if any), or any other invitee of the Event; or (b) any acts, errors, or omissions on the part of Client, its officers, directors, employees, or agents, including, without limitation, the Client's caterer (if any) or any of Client's Service Providers. The indemnification provided in this paragraph shall survive termination of this Agreement.

PERMITTED USE AND CAPACITY

Client is authorized, pursuant to the License, to use the Event Space for the Event, and for no other purpose, unless The Fableist Wine Company gives Client prior written authorization for additional permitted uses. Additional contracts may be required. Client shall not use the Event Space in any manner that may result in increased insurance premiums for The Fableist Wine Company with respect to the Event Space or render such insurance void. Client acknowledges and agrees that the maximum capacity of the Event Space is listed on the Cover Page, and Client will not exceed such limit. The final guest count is due within 14 days of the Event Date. Additional fees will be charged for increases in the Number of Guests, based on the number of additional guests and nature of the Event. Smoking is allowed outside in the picnic area under the oak trees, but all used cigarettes, cigars, etc. must be disposed of in an appropriate receptacle. Failure to comply with this paragraph shall be a breach of this Agreement and permit The Fableist Wine Company to revoke the License.

PARKING

Depending on winery production needs and the size of the Event, parking at The Fableist Wine Company

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may be limited. Client shall be solely responsible for parking coordination.

ACCESS AND RIGHT OF ENTRY

The Fableist Wine Company shall have the right to enter the Event Space at any time, without the consent of Client, for any reasonable purpose, including any emergency that may threaten damage to the Event Space, or injury to any person in or near the Event Space.

FORCE MAJEURE

"Force Majeure Event" means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) governmental authority, proclamations, orders, laws, actions, or requests; (e) epidemics, pandemics, or other national or regional public health emergencies; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; (g) shortages of supplies, adequate power, or transportation facilities; and (h) other events beyond the control of The Fableist Wine Company. In the event The Fableist Wine Company is unable, on or after the occurrence of a Force Majeure Event, to make the Event Space available to Client on the Event Date for the purpose set forth on the Cover Page, Client shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Client. If Client chooses an Alternate Event Date that is reasonably acceptable to The Fableist Wine Company, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. If: (i) Client does not elect to choose an Alternate Event Date; or (ii) the parties cannot agree on an Alternate Event Date within twelve (12) months of the original Event Date, this Agreement shall terminate and The Fableist Wine Company shall refund any of the Fees received. In neither instance shall The Fableist Wine Company be liable for any additional costs, expenses or damages suffered by Client (over and above the Site Fee) arising out of the rescheduling or cancellation of the Event.

REVOCATION OF LICENSE

The Fableist Wine Company shall have the right to revoke the License at any time prior to the Event Date provided The Fableist Wine Company provides written notice of such revocation to Client. The Fableist

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Wine Company's right of revocation shall be limited to the following events: (a) nonpayment of Fees by the applicable due dates; (b) breach of this Agreement by Client; or (c) the Event is of a nature that The Fableist Wine Company finds subjectively inappropriate. In the event The Fableist Wine Company revokes the Agreement because of subsection (c), The Fableist Wine Company shall refund the Deposit and such amount of the Site Fee as has been paid to The Fableist Wine Company on the date of such revocation. In all other events, The Fableist Wine Company shall retain all amounts paid to The Fableist Wine Company (including but not limited to the Deposit) as liquidated damages and not as a penalty.

ASSIGNMENT

This Agreement may not be assigned by Client without the prior written consent of The Fableist Wine Company.

GOVERNING LAW

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of laws principles.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

SEVERABILITY

If any one or more parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

HEADINGS

The headings for each section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

ENTIRE AGREEMENT

This Agreement, the Cover Page, and all attachments hereto constitute the entire agreement between The Fableist Wine Company and Client, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings of other agreements, whether oral or written, relating to the subject matter of this Agreement.

CREDIT CARD AUTHORIZATION

The Fableist Wine Company requires a credit card to be on file during the entirety of the Event. Please complete and sign this form to authorize The Fableist Wine Company to make a debit to your credit card listed below. By signing this form, you give The Fableist Wine Company permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I authorize The Fableist Wine Company to immediately charge my credit account the Deposit. *Note: the Deposit is non-refundable within 60 days of the Event Date.*

Please note the remainder of the Site Fee will also be charged to this card 30 days prior to your Event. Any additional costs that arise after that date will be charged within 2 days of your Event, including wine costs. Any additional Site Fees incurred due to the Event beginning or ending outside the stated Event Time will be charged the day following the Event.

Check here if you would like to use an alternative payment method (check, additional credit card, cash) for the Site Fees and Wine Costs.

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

| BILLING ADDRESS: | |
|-------------------|--------------------------|
| CITY, STATE, ZIP: | |
| PHONE: | E M A I L : |
| | |
| CREDIT CARD | O INFORMATION |
| CC TYPE: VISA | MASTERCARD AMEX DISCOVER |
| CARDHOLDER NAME: | |
| ACCOUNT NUMBER: _ | |
| EVD (DD/VV) | CVV2: |

I authorize The Fableist Wine Company to charge the credit card indicated in this authorization form per the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

PAYMENT 14