



11984 Main St, Sunol CA 94586 | info@sunolscasabella.com | www.sunolscasabella.com

Client/Lessee:

Client Contact Information

Form with fields for Bride, Groom, Email, Phone, Mailing Address, and Parents or Coordinator.

The 8 hour rental time starts with the Lessee or vendors coming on the property no earlier than PM. A minimum of 2 hours is allocated before the start of the scheduled ceremony or arrival of guests at PM. At the end of the event, 1 hour before the contracted time finishes at PM is allocated for the Lessee and vendors to pack belongings/break down equipment and vacate the premises. To avoid overtime charges, please make sure your vendors and family know your (8) hour time frame. Initials _____

Reservation Details

Timeline

Form with columns for Reservation Details and Timeline, including fields for Event Date, Day of the Week, Rental Site, Catering Floor Manager, Ceremony Coordinator, and various timeline events like Vendors Arrive, Bride Arrives, etc.

Menu by Casa Bella Catering *Meal Pricing Subject to Change with Market

Details

Form with columns for Menu and Details, including fields for Menu type (Buffet), Assigned Seating, Number of Guest Tables, Linens, Rented Linen, Chair Cushion Cover, Heaters, Umbrellas, Chargers, Pergola Drapes, Pergola Chandelier, Uplighting/Rope Lighting, and Bridal Suite Overnight Rental.

Form with fields for Lessee Signature and Date.

Exhibit A - (All parties to the contract must sign)



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Client/Lessee:

Invoice

FOOD AND BEVERAGE SERVICES	QUANTITY	UNIT PRICE	COST
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Mandatory Charged Items: *Mandatory Catering Minimum Charges are for 150 Guests and Equivalent Catering Minimum

2 Entrée Buffet Average	175	\$52.95	\$ 9,266.25
Vendor meals discounted by 20%		\$42.36	\$ -
Kids (10 and under - Mac & Cheese, Chicken Strips & Corn)		\$29.95	\$ -
Bartender/Beverage Server (2 bartenders mandatory for any event at or above 100 guests)	2	\$200.00	\$ 400.00
Non-Alcoholic Beverages for Guests under 21		\$10.95	\$ -
Beer, Wine, Champagne and Non Alcoholic Drinks for 4.5 hours	175	\$22.95	\$ 4,016.25
2 Signature Cocktails (Choice of 1 part alcohol from basic package plus mixers)		\$9.95	\$ -
Basic Hard Alcohol Package *Casa Bella's policy is to not pour shots		\$15.95	\$ -
(2) Parking Attendants Mandatory	2	\$75.00	\$ 150.00
Ceremony Coordinator	1	\$350.00	\$ 350.00
Catering Floor Manager	1	\$500.00	\$ 500.00
Shuttle Service - Mandatory only if guest parking is at the Sunol Glen School (5 hour minimum service required, \$75 per added hour)		\$375.00	\$ -
Audio Visual, Uplighting & Detail Lighting. In-House Décor & Design (Ballroom drapes, chandeliers, signs etc.)	1	\$495.00	\$ 495.00
Security Guard (Mandatory for all events where music exceeds 10PM)		\$200.00	\$ -

Additional Upgrades/Options:

Menu Tasting Fees: \$25 Per Client (2 total) and \$50 Per Guest (4 total)		\$50.00	\$ -
Cold Passed Appetizers		\$2.00	\$ -
Hot Passed Appetizers		\$2.50	\$ -
Propane Heaters		\$80.00	\$ -
Pergola Chandelier		\$100.00	\$ -
Pergola Drapes (White or Ivory)		\$125.00	\$ -
50' Carpet Aisle Runner (Red \$50 or White \$100)		\$100.00	\$ -
Upgraded Colored Napkins		\$1.00	\$ -
Upgraded Chair Seat Covers: Colors (Gold, White or Wine)		\$2.00	\$ -
Chargers (Gold or Silver) / Crystal Blue Glasses		\$1.00	\$ -
Overnight Stay in Bridal Suite *2 guests maximum, check out at 10AM, gauranteed only 1 month before your event		\$245.00	\$ -
Corn Hole Set (2 Available)		\$75.00	\$ -
Overtime Alcohol Fee Per Hour		\$5.00	\$ -
Overtime Charge Per Hour		\$750.00	\$ -

Event Notes	Catering Subtotal	\$	15,177.50
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Client must meet catering minimum of \$15,000 to fulfill contract.

Service Fee	20.00%	\$	3,035.50
Facility Fee		\$	4,500.00

Charged sales tax will be current tax rate at the time of services rendered/event date.

Grand Subtotal		\$	22,713.00
Sales Tax	10.25%	\$	2,328.08

We do not accept credit cards or credit card checks. Personal and business checks, cashier checks or cash only.

Please make all checks payable to Casa Bella - Mailing Address: 11984 Main St. Sunol CA 94586

Total Costs		\$	25,041.08
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Retainer/Deposit Payment Schedule

All retainers/deposits are nonrefundable if date is cancelled regardless of date of cancellation or reason of cancellation. In addition, client may be responsible for all outstanding charges. Please refer to contract details under #4 "CANCELLATIONS - NON REFUNDABLE RETAINERS/DEPOSITS" Initials _____

1st Retainer/Deposit Due Upon Receipt of Contract: 25% of the estimated Total Costs <small>Plus a \$300 DJ retainer/deposit, which will be reflected on your chosen DJ's contract once you select a DJ from Casa Bella's Mandatory List. This \$300 deposit will be the initial DJ deposit. Your DJ will require a second deposit to secure their services.</small>	\$	6,560.27	\$	25,041.08
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2nd Retainer/Deposit Due 6 Months in Advance: 25% of Estimated Total Costs	\$	6,260.27	\$	25,041.08
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Liability Insurance Due 3 Months Before Event Date:
Casa Bella highly recommends clients to also purchase Wedding Cancellation Insurance.

Final Balance Due in Full: 10 Days Before Event			\$	25,041.08
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****We do not accept credit cards or credit card checks. Personal and Business checks, cashier checks or cash only.**

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

Exhibit B - (All parties to the contract must sign)

Client/Lessee:

Manager's Notes

Parking Lot

Drop Offs/Set Up Notes

Ceremony

Clients Décor: (move from ceremony to reception)?
 CB Décor: (Aisle Runner, Chandelier, Drapes - color & style)

Cocktail

Indoor/Outdoor:
 Cocktail Table Centerpieces:
 Table Assignment Display:

Bar/Beverages

Signature Drinks:
 Signage:
 Special Requests - Bride/Groom's Drink:

Reception

Centerpieces:
 Cake Details: (serve all/ save top? Flavor? Stand? Cake Knife Server?)
 Florals: Give Away? Keep? Donate?
 Outside Rentals:
 Guest Tables:
 Head Table:
 Favors, Menu Cards:

Miscellaneous:

Casa Bella Rentals/Complimentary Items Requested

Vendor Information

Outside Coordinator:	Florist:
DJ:	Photobooth:
Photographer:	Officiant:
Videographer:	Decorator:
Baker:	Rental Company:

Client/Lessee:

The undersigned (hereinafter "Client and/or Lessee") does hereby contract with Palmdale Estates Inc (hereinafter "Sunol's Casa Bella, Casa Bella and/or Casa Bella Catering")

1) Please refer to Exhibit A, Exhibit B and Exhibit C for the terms, conditions, wedding agenda, timeline, catering and service/rental details that have been agreed to by Client and Casa Bella for the purpose of this contract.

CONDITIONS TO RESERVE A DATE:

Your date will not be reserved until the following conditions are met:

- 2) All pages of the contract need to be signed, dated and received by the sales manager via Mail, Doc-u-Sign, Email or in Person.
3) A retainer/deposit check must be received and made out to Casa Bella for 25% of the estimated Total Costs.

CANCELLATIONS - NON REFUNDABLE RETAINERS/DEPOSITS

- 4) If Lessee cancels for any reason, all retainers/deposits to date are nonrefundable; in addition, if Casa Bella is unable to rebook said date, client is liable for any remaining balance on their contract; therefore, Casa Bella recommends Lessee to contract a date only when Lessee is 100% sure of following through with their event.
A. Please note: Unfortunately cancellations do happen. The inclination of most clients when cancelling is to request all their retainers/deposits back due to their unfortunate circumstances. Please understand that Casa Bella cannot consume the financial burden from client's unforeseen and unfortunate cancellation circumstances. Even though your event has not taken place most fees that are contained in your proposal are not fees that Casa Bella expenses just on your event date. The bulk of your retainer fees go into substantial recurring costs; such as mortgage payments, loan payments, payroll expenses, repair and maintenance, utilities, improvements, office expense, county taxes, property taxes, fees and licenses, retainers for 3rd party vendors, menu tastings, chef fees and deposits, etc. in order for Casa Bella to be operational on your date. These costs are necessary to sustain Casa Bella; therefore, we are unable to refund paid retainers/deposits.

COURTESY HOLDS

- 5) Courtesy holds range from 24 hours to 1 week maximum. The hold period is subject to the date's desirability. Initial holds and extended hold times must be made through email or in writing. It is the responsibility of the booking party to contact the sales manager to move forward with securing the date. If no email communication is made from the booking party to the sales manager by the end of the courtesy hold period; the held date will be released and opened up to other interested parties.

IMPORTANT INFORMATION CLIENT/LESSEE SHOULD KNOW

- 6) Guest parking is held at either the Sunol Train Station parking lot or Sunol Glen School parking lot. While we aim to have parking at the Train Station, it is not guaranteed. If the train station lot is not available and your guests need to park in the Sunol Glen School parking lot, then a \$375 shuttle fee will apply. Casa Bella will provide the shuttle service to and from the school parking lot to Casa Bella for 5 hours. Guests who park in Bosco's Parking Lot or any spaces not designated to Casa Bella are subject to towing at owners expense. Overnight parking at the Train Station is not allowed, cars must be removed by the end of your rental time.
7) It is highly advisable you recommend your guests to carpool if your guest count is over 200 due to limited parking spaces.
8) For candy bars, favors, give aways, kid's toys, etc, please do not choose items with small wrappings as we are an eco-friendly venue. No glitter or confetti allowed.
9) Assigned seating is very challenging and should not be underestimated as it is a huge task especially when being done for the first time. You and your event manager will design a floor plan specific to your event size. You will need to provide number signs for each table and a list of guests per table provided by your final meeting, 10 days before your event. It is important that same day changes do not happen after your final meeting as it is problematic and challenging for both your guests and Casa Bella's staff. Since Casa Bella's staff has no knowledge about the placement of your guests, one family member should make sure the tables and people on those tables are correct before guests are seated.
10) Lessee must choose one of Casa Bella's in-house DJs. An allocation of \$300 from your first deposit to Casa Bella will be applied to your DJ's invoice. Your chosen DJ will also ask you for a second deposit in order to secure their services. Casa Bella does not allow live bands, dohls, dummies etc. For specifics see contract items 40 - 43.
11) Many of our clients are getting pinterest ideas of beautiful ways to display their escort cards; however, setting them up outdoors at Casa Bella is not ideal. Even a slight wind will completely blow away or blow down your display. Specifically, laying your escort cards down or putting them in a cork does not work. Please choose to display your cards in a way that prevents the wind from blowing them down. A couple of ideas that do work are using heavy frames and easels or escort cards attached to heavy favors. It is mandatory that you have a family member or friend assigned to put the escort cards out on the day of the event.
12) Lessee is responsible for making and bringing in food labels if Lessee wishes them to be displayed on the buffet.

13) Casa Bella is next to the Union Pacific train tracks. Casa Bella makes no guarantee that a train will not go by during your event. The Union Pacific train schedule is private and is not disclosed to the public. The Ace train schedule is available to the public and runs Monday-Friday in three shifts 4:25pm, 5:25pm and 6:25pm and one train on every Sunday when a 49er's football game is held at Levi Stadium. It is up to client to check the Ace train schedule to schedule their outdoor ceremonies and events appropriately. Initials _____

14) Casa Bella offers group menu tastings throughout the year, please ask a Sales Manager, Event Manager or check our website for full information regarding pricing and availability. Menu tastings are an opportunity for booked and prospective clients to taste our Chef's Choice Menu and gain confidence in the integrity of our menu.

15) Casa Bella has a bistro open to the public. The bistro hours of operation are generally 7:00am-2:00pm. All patrons are asked to leave by 3:00pm. The Lessee's rental fee doesn't include the bistro space. Lessee and guests can have access to the bistro if specific food or drink items are purchased in advance for their event and will be accessible at an agreed upon time between Casa Bella and Client.

Lessee has read and understands all conditions above, listed 1-15.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

Client/Lessee:

Contract Information

RETAINERS/DEPOSITS & PAYMENTS

16) Casa Bella accepts personal, cashiers and business checks only. Credit card & credit card checks are not acceptable forms of payment.

17) Casa Bella's current 2021-2022 online brochure and menu(s) which contain prices, procedures and restrictions are included by reference into this agreement. By your initial you are confirming that you have received or downloaded from our website these documents and read through these documents. Initials _____

LIABILITY

18) Lessee is liable for any loss, theft, or damage to the premises and/or property within the premises resulting from the acts or omissions of the Lessee, its authorized representative(s), licensee(s), or any invitee(s) and/or any unauthorized 3rd party trespassors on or about said premises during the rental period. All property lost or damaged beyond repair will be paid for by the Lessee at the replacement price or reasonable market value. All damaged property, in need of repair, will be done by an outside contractor and the cost for such repair will be paid by the Lessee.

19) In the absense of gross negligence, Casa Bella is not liable to Lessee for any damage to the Lessee or the Lessee's property.

20) Casa Bella/Palmdale Estates Inc is not liable for theft, loss or damage to Lessee's cars in the designated parking areas (Train Station, Gravel Area, Downtown Sunol Parking Spaces and Sunol Glen School Lot). Casa Bella does not provide security guards on or outside of its premises for the purpose of monitoring theft or vandalism. Our security guards are hired specifically for the purpose of monitoring noise per the Alameda County Noise Ordinance. It is up to the Lessee to hire an independent security company to mitigate any theft, loss or damage to cars parked off site of Casa Bella's premise.

21) Lessee is responsible for any liability resulting at Casa Bella from consumption of alcohol to Lessee, its authorized representative(s), licensee(s), or any invitee(s). The Lessee waives all claims against Casa Bella for any accident to Lessee, Lessee's guests, vendors, etc. arising from the consumption of alcohol. In addition, Lessee shall indemnify Casa Bella in the event that a judgment is rendered against Casa Bella arising from any injury to anyone as a result of alcohol consumption by the Lessee, Lessee's guests, vendors, and/or any person(s) at the event on site or off site.

22) Casa Bella/Palmdale Estates Inc is not responsible for being unable to fulfill its contracts for failure, to provide the basic facilities and/or services due to emergencies, catastrophes, unforeseen events/circumstances, government mandates, and interruptions of public utilities.

23) Acts of God: Casa Bella is not responsible for being unable to fulfill its contracts due to unpredictable natural events such as storm, earthquake, flood, fire, hazardous air quality, tornado, etc.

24) Force Majeure: Casa Bella is not responsible for being unable to fulfill its contracts due to human-initiated actions that cannot be predicted or controlled such as power outages, terrorism, county, state or federal government mandates, virus/bacteria outbreak, pandemic, shelter-in-place etc.

A. The following remedy will be available if Lessee's event is unable to take place due to the above two conditions: If your event can not be fulfilled on its contracted date, Casa Bella will offer you a postponed date within 6 months. The new postponed date must be contracted on an available Monday- Thursday in order to have all fees paid by client to be applied towards the new date. If client chooses not to postpone their event then all fees paid will be non refundable. Casa Bella/Palmdale Estates Inc suggests all clients consider to purchase wedding cancellation insurance to be used as an avenue to recuperate lost deposits due to a cancellation vs. postponement.

B. In situations as unforeseen Acts of God and Force Majeure it is unfortunate that a perfect remedy can not be offered since client's specific date can not be duplicated. Casa Bella has made the above remedy so all of client's deposits will be applied to a new event date. It's understood that the new date is not a highly desirable event date but it's the only viable remedy because Casa Bella is unable to provide a like date due to the inability to stay in business if we eliminate future like dates that will keep the business alive through the debilitating financial effects resulting from the impacts of the unforeseen calamity. Client hereby agrees not to publicly defame Casa Bella with libel or slander on any 3rd party and/or social media platform due to the cancellation and/or postponement of their respective dates due to Acts of God, Force Majeure and/or other unforeseen circumstance. Any breach of this well be considered irreparable harm to Casa Bella.

Initials _____

C. If the State of California, Alameda County, CDC or the Federal Government have mandated a restricted use below your contracted guest count then Casa Bella will modify the contract (food and beverages only) to the reduced maximum guest count allowed by the authorities. If the reduced guest count alters your catering minimum it will then be adjusted accordingly; therefore, the adjusted monetary catering minimum amount will become your new catering minimum.

25) Any modification to this agreement must be set forth in writing and must be executed by Lessor and Lessee to have force and effect.

26) Lessee's failure to provide any or all payments or other information called for in this Agreement by such dates as are set forth in this Agreement shall constitute a material Breach of Contract. Such breach of contract shall excuse any and all performances by Casa Bella called for under this agreement and shall act to rescind and terminate this Agreement. Should Lessee breach the contract for any reason, any retainer(s)/deposit(s) paid up front will be forfeited and non refundable.

27) In the event Casa Bella is required to file an action in court in order to enforce any or all of the above stated provisions, the Lessee hereby agrees to pay Casa Bella all reasonable attorney's fees and costs of suit incurred, including all collection expenses by Casa Bella. Initials _____

28) Liability and Wedding Cancellation Insurance: Casa Bella requires all clients to purchase a \$1,000,000 insurance policy naming Casa Bella/ Palmdale Estates Inc as an additional insured. In addition, Casa Bella highly suggests all clients to purchase wedding cancellation insurance. The following two companies are recommended: Markel & Wedsafe. Please be prudent and purchase your wedding cancellation insurance early in your wedding planning process. Liability policies are due 3 months before your event.

Initials _____

Lessee has read and understands all conditions above, listed 16-28.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____



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Client/Lessee:

Contract Information

ALCOHOL AND CONSUMPTION

- 29) Casa Bella bartenders reserve the right to use their discretion in refusing service to guests who appear to be overly intoxicated. We do not serve shots.
30) Casa Bella's base alcohol package includes 4.5 hours of service. It begins at the start of the cocktail hour and concludes 1 hour before Lessees event closes. This time frame can be extended for an additional fee of \$5 per person per hour. Please note in order to extend alcohol service one must also extend their event rental time which is \$750 per hour.
31) It is Lessee's responsibility to arrange transportation for any of its guests and/or family members should they become impaired due to the consumption of alcohol. Lessee and Lessee's guests must not abuse alcohol consumption and cause harm to themselves or others. Lessee should pledge to follow responsible drinking practices.

FACILITIES, RENTALS, AND CIRCUMSTANCES

32) Casa Bella will be open for the Lessee and its vendors at the time specified in the contract and will remain open until the Lessee and its vendors depart at the end of the contracted time. All deliveries must arrive within the scheduled eight (8) hours. Casa Bella's base rental fee include 8 hours, which is 2 hours before the event start time for vendor set-up and for you (bridal party) to arrive on property, 5 hours for your event and 1 hour in which the bar closes/music stop and your vendors begin to clean up as your guests depart. Timelines can be extended for an additional fee of \$750 per hour.

- 33) The overnight stay in the Bridal Suite is not a guaranteed service upon booking your event. Casa Bella will confirm and guarantee the suite's availability at your final detail meeting, 10 days prior to your event. In addition, the Bridal Suite is only available the night of your event. Specifically, it is not available the night before. If you would like to arrive early to use the Bridal Suite outside of your 8 hour rental time the fee is \$250 per hour.
34) Smoking is only permitted outside. Open flame candles are allowed on property as long as all candles are in a holders/votives that contain their own wax and the container is higher then the flame of the candle wick. Tapered candles are not allowed.
35) If children are on the grounds during receptions, they must be supervised at all times. Specifically children must not be left unattended by the firepit.
36) Lessee must rent all rental items from Casa Bella except those items that cannot be made available through Casa Bella.
37) To comply with noise ordinances imposed by the County of Alameda during day and evening hours and out of respect for our neighbors, music should not be unreasonably loud or disturbing to the local residents. All music must conclude at 12am. Casa Bella requires Lessee's amplified music to cease one hour before Lessee's contracted ending time.
38) Client is responsible for complying with applicable city, county, state, and federal laws and shall conduct no illegal act on the premises.
39) Client is responsible for complying with Alameda County regulations and policies as well as providing the necessary permits required for any additional tents and activities.

DJs & AMPLIFIED MUSIC RESTRICTIONS

- 40) Casa Bella requires Lessee to choose one of our Mandatory In-House DJs. Music is not allowed to exceed 70 decibels at the edge of Casa Bella's property per Alameda County Noise Restrictions.
41) Casa Bella allows amplified music outside for ceremonies and cocktail hour only, we do not allow reception/dance music to be played outside.
42) Casa Bella does not allow live bands, Bandas, Drummers and/ or Dohl players. We do allow string quartets, acoustic singers and mariachi bands (only 6 players and muted horn) as long as musicians adhere to sound restrictions as laid out by Casa Bella Managers.
43) Baraats are only allowed to be held on Casa Bella property, clients are not allowed to start baraats off property. All baraats must adhere to our sound restrictions.

VENDORS

- 44) All vendors must remove their respective vehicles from the loading and unloading area and park in the designated area which is located across from the property and is deemed general parking. It is the Lessee's responsibility to ensure compliance.
45) It is understood that any and all recommendations made by Casa Bella regarding vendors are simply gratuitous recommendations and that the Lessee is not required to follow the recommendations. Thus, Lessee hereby waives any claims against Casa Bella should the employment of a recommended vendor result in an unsatisfactory performance by said vendor(s).
46) If vendors require additional hours for set up or break down, a fee of \$300 per hour will be charged and must be paid 10 days before the event.

Lessee has read and understands all conditions above, listed 29-46.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

Client/Lessee:

Contract Information

DECORATIONS

- 47) **Pergola measurements:** 12 feet by 15 feet by 9.5 feet high --- Each pole is 8.5 feet high
- 48) Casa Bella does not allow any of its decorations, plants, and furniture to be moved, removed, or rearranged.
- 49) All rental items supplied by the Lessee must be removed by the end of the Lessee's contracted rental time unless other arrangements have been made in writing with Casa Bella.
- 50) Casa Bella highly suggests that Lessee provides at least three (3) directional signs with their names and arrows on them directing guests to Casa Bella. The signs should be made on A-frames or attached with a stake for easy placement. No taping or nailing of signs to trees, buildings or fences will be allowed. Balloons may be attached to the signs; however, balloons are not allowed to be tied to any trees or buildings within the town of Sunol. Lessee is responsible for removing all signs at the end of their event.
- 51) No whipping cream, shaving cream, toilet paper, cans, etc., are allowed to be decorated on the newlywed car. Please note, because of the Alameda County Noise Ordinance we do not allow loud or rowdy Bride and Groom exits.
- 52) In order to preserve the natural beauty of the grounds, and to provide for the safety of our guests, materials such as RICE, BIRDSEED, CONFETTI, GLITTER, FIREWORKS, BUBBLES, are not allowed on the premises; however, sterilized birdseed, native flower petals and lavender buds are allowed outside the building. Balloons are allowed only if they are attached to signs.
- 53) Real flower petals thrown down the aisle by the flower girl are allowed; however, the petals must be white or light pastel in color. No red or dark colored petals are allowed to be on the outdoor brick patio. When using the white carpet white petals are only allowed. No silk petals are allowed.**
- 54) Any damage to the building or its contents must be paid for by the Lessee. The use of nails, tacks, or any tape or other defacing materials is prohibited inside or outside the building and/or in the landscape area including the pergola. All decorations for the grounds must be cleared with the event manager in advance.

EXTRA COSTS

- 55) The property must be rented for a minimum of eight (8) hours. Thus, under no circumstances will the Lessee be permitted to split the eight (8) hours. The eight (8) hours commence from the time the facility is made available to the Lessee and/or its vendors, until the Lessee, guests, and/or vendors have exited the premises at the end of the contracted time. ADDITIONAL TIME WILL BE CHARGED AT A RATE OF \$750.00 PER HOUR (\$375/hour for facility and \$375/hour for staff) and is permitted at the discretion of the Casa Bella manager. If Casa Bella's beer, wine and champagne service is also extended, a fee of \$5.00 per adult will be charged.
- 56) Casa Bella's Shuttle Service is mandatory during certain times of the year (and in Nov-Dec while the "Train of Lights" is in operation). Specifically, anytime the "Train Station Parking" is in use and unavailable to Casa Bella a shuttle charge will apply at the rate of \$75.00 per hour with a five hour minimum. Lessee will be notified if the shuttle is required and the shuttle fee will be added to Casa Bella's invoice. Casa Bella makes no guarantee the train station parking lot will be available; however, the majority of events are able to use the train parking lot.
- 57) For parties exceeding 200 guests, extra fees will apply per guest for tables and chairs. Pricing is as follows: extra tables \$12 per table, extra resin chairs \$4 per chair, extra chiavari chair \$7.50 per chair.
- 58) If the Lessee would like to rent and bring in outside chairs there will be a \$3 fee charged for the removal of Casa Bella's chairs and set up of Lessee's rented chairs. There will also be a \$3 fee for Casa Bella to pack up Lessee's rented chairs.
- 59) Casa Bella does not include a tent as a contingency for outdoor ceremonies. If a tent is requested in case of inclement weather the total charge will be the responsibility of the Lessee. Casa Bella will help to secure a tent provider for the Lessee.

REHEARSALS

The rehearsal time that Casa Bella offers to its clients for outdoor use is not charged in the rental fee; therefore, the following should be taken into consideration:

- 60) The rehearsal time is **not guaranteed**. In the event Casa Bella has a last minute booking, the Lessee will be notified of other available times.
- 61) Since Casa Bella is generally booked every Friday with an event, the only times available for a rehearsal on Fridays are between 10:00am and 2:00pm.
- 62) Casa Bella requires you to have a Casa Bella ceremony coordinator to conduct the rehearsal.
- 63) Casa Bella recommends the ceremony officiator be at the rehearsal.
- 64) Lessee should contact their event manager/ceremony coordinator one (1) month prior to the Lessee's event to schedule their rehearsal. The rehearsals will be scheduled in accordance with the available openings at Casa Bella.
- 65) No food or alcohol is to be brought and/or consumed during the rehearsal. Use of ballroom is limited for drop off items and restrooms only.
- 66) Casa Bella allocates only one (1) hour for rehearsals. Wedding item drop offs can be done a half hour before or after the rehearsal. If more time is needed, Lessee may use Casa Bella for \$250/hour.
- 67) If an exception is made and an outside coordinator is conducting the rehearsal, Casa Bella cannot guarantee the building will be open. If Lessee needs to do drop offs you will need to schedule a specific time with your event manager in advance. Casa Bella recommends you inform your bridal party that restrooms may not be available at your rehearsal time.
- 68) Casa Bella's bistro does not close due to a rehearsal being scheduled during its operating hours of 8:00am - 3:00pm.

Lessee has read and understands all conditions above, listed 47-68.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

Client/Lessee:

Contract Information

ADA COMPLIANT

69) Casa Bella is an ADA compliant facility. All entrances and exits are wide enough for wheelchairs. Casa Bella is on a flat parcel of land; therefore, no ramps are in place. Casa Bella offers a bridal changing area in the luxury bathroom facilities on the main floor of the ballroom. An alternative bridal dressing room is available upstairs. The upstairs bridal suite does not accommodate wheelchairs.

GENERAL LIABILITY WAIVER

70) I hereby release and agree to hold Palmdale Estates Inc./Sunol's Casa Bella harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of Palmdale Estates Inc./Sunol's Casa Bella, or that may otherwise arise in any way in connection with any services received from Palmdale Estates Inc./Sunol's Casa Bella. I understand this release discharges Palmdale Estates Inc./Sunol's Casa Bella from any liability or claim that I, my heirs, or any personal representatives may have against the venue with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Palmdale Estates Inc./Sunol's Casa Bella. This liability waiver and release extends to Palmdale Estates Inc./Sunol's Casa Bella together with all owners, partners, and employees.

71) Casa Bella is not liable and/or responsible for any torts, or criminal acts by invitees, including guests and or trespassers.

Lessee has read and understands all conditions above, listed 69 - 71.

Lessee Signature _____ **Date:** _____

Lessee Signature _____ **Date:** _____

COVID-19 VIRUS OR RELATED VIRUS LIABILITY WAIVER

72) Lessee(s) acknowledges the contagious nature of the Coronavirus/COVID-19 virus and that the CDC and many other public health authorities still recommend practicing social distancing/wearing masks, limit dancing and/or contact with people outside of family bubbles. Lessee(s) further acknowledge that Palmdale Estates Inc./Sunol's Casa Bella will put in place all mandatory CDC & County preventative measures and guidelines to reduce the spread of the Coronavirus/COVID-19. Lessee(s) understands Casa Bella and its staff along with Lessee(s), Lessee's guests and vendors must follow mandated government policies; therefore, no refunds, reductions in pricing, postponements or cancellations will be applied or offered due to CDC or County mandates.

73) Lessee(s) further acknowledges that Palmdale Estates Inc./Sunol's Casa Bella cannot guarantee that Lessee, Lessee's guests or vendors will not become infected with the Coronavirus/Covid-19. Lessee(s) understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence by Lessee(s), Lessee's guests and/or vendors including, but not limited to, Palmdale Estates Inc./Sunol's Casa Bella and its staff.

74) Lessee(s) voluntarily seek services provided by Palmdale Estates/Sunol's Casa Bella and acknowledge risk exposure to the Coronavirus/COVID-19. Lessee(s) acknowledge that Lessee(s), Lessee(s) guests and vendors must comply with all set procedures to reduce the spread while attending Lessee(s) event.

Lessee has read and understands all conditions above, listed 72 - 74.

Lessee Signature _____ **Date:** _____

Lessee Signature _____ **Date:** _____

NON DISCLOSURE AGREEMENT

75) The phrases and circumstances of this Agreement in its entirety are completely confidential between the parties and shall not be disclosed to anybody else. Any disclosure in violation shall be deemed a breach of this Agreement. Lessee agrees to keep the information on pricing and procedures in this contract confidential and without Lessor's prior written consent, Lessee will not disclose any of the confidential information. Lessee(s) are prohibited to post the confidential information in this Agreement on any 3rd party platforms or in any 3rd party postings, including social media.

BREACH OF CONTRACT

76) The parties agree that any breach of this Agreement/Contract by Lessee may result in irreparable injury to Lessor, and therefore, in addition to all other remedies provided at law or in equity, Lessee agrees and consents that the Lessor shall be entitled to both preliminary or permanent injunctions to prevent a breach or contemplated breach of any of the covenants or agreements made by Lessee herein.

ALAMEDA COUNTY NOISE ORDINANCE

77) According to the Alameda County Noise Ordinance, any noise heard after 10pm may be considered a disturbance; therefore we have the following rules and guidelines to be respectful to our Sunolian neighbors:

- A. Parties that exceed music past 10pm will be charged a mandatory security guard fee.
- B. Security guards will monitor the noise level from guests and music and enforce lowering noise if needed. When guests are departing the event we ask they are not loud and rowdy.
- C. If guests are too rowdy and vocal outdoors on Casa Bella's front or back patio; your event manager or the security guard will ask your guests to go back inside the main ballroom to converse.
- D. Our mandatory DJs adhere to the Alameda County Noise Ordinance in vocal announcements, music level and crowd control.
- E. All Casa Bella doors must remained closed during music and dance parties. Our DJs will make announcements as needed.

Lessee has read and understands all conditions above, listed 75 - 77.

Lessee Signature _____ **Date:** _____

Lessee Signature _____ **Date:** _____