



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

Reservation and Timeline details including Event Date, Rental Hours, Day of the Week, Rental Site, Bridal Suite, Ceremony Patio Rental, Galleria Rental, and various arrival times.

Guest Parking Lot: Train Station or Sunol Glen Parking Lot. Casa Bella utilizes the Sunol Glen parking lot when the Train Station parking lot is not available. An additional rental fee for our shuttle (\$375) will be applied when Sunol Glen Parking is needed. Please refer to contract details under #6 & #64.

Event/Catering Manager, Associate Event Manager, and Booking Notes sections.

Event Details Overview

Event Details Overview section including Buffet, Assigned Seating, Head Table #, Number of Guest Tables, Centerpieces, Linens, Rented Linen, Chargers, Heaters, Chair Cushion Cover, Pergola Drapes, Pergola Chandelier, Uplighting/Rope Lighting, and Bridal Suite Overnight Stay.

Lessee Signature and Date fields.

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



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Client/Lessee:

Casa Bella's standard buffet includes the cascading hors d'oeuvres display, choice of one salad selection, one side entrée, and one main entrée; accompanied by assorted steamed vegetables, wild rice pilaf, focaccia bread with butter, gourmet coffee & herbal tea.

Guests	Vendors	Kids (10 & under)	Babies

Casa Bella's standard buffet service is for a duration of 1.5 hours and must end 1 hour before the event concludes. Casa Bella does not provide to-go boxes for leftover food.

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

Menu:	Buffet	Final/Preliminary:	150
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Sample menu is used for proposal only. Final price will be determined on menu chosen by Lessee.

Appetizers: *All Meals Include the Cascading Hors D'oeuvres Display which includes: Gourmet Domestic and Imported Cheeses, Assorted Crudité Vegetables, Seasonal Fruit, Sliced Baguette Bread and Casa Bella's Signature Warm Artichoke Cheese Dip.

Extra Cost - Passed Appetizers: (Cold \$2 per item, Hot \$2.50 per item)

Entrees: Sample Two Entrée Menu:

1. Fire Grilled Tri Tip with Horseradish and Roasted Shallot Demi-Glaze
2. Chicken Marsala with Sweet Marsala Sauce & Sliced Mushrooms

If more than one main entrée is selected, pricing per person is determined by the highest priced entrée chosen plus \$4.00 per person per additional entrée.

The final menu must be chosen 10 days before your event - the sample menu is a placeholder for you to have as an estimate of pricing for your event.

Side Entrées: Choice of 1 Included (Add additional side entrees for \$3 per person)

Salad: Choice of 1 Included (Add additional salads for \$2.50 per person)

Included: Steamed Vegetables, Wild Rice Pilaf, Focaccia Bread with Butter

Chef Notes:

Cake & Dessert: Provided by Lessee

Late Night Snacks:

Non-Alcoholic Beverages: Water, Lemonade, Iced Tea, Sodas, Gourmet Coffee & Herbal Tea

Wine: William Hill - Chardonnay, Sauvignon Blanc, Cabernet & Merlot

Beer: Draft IPA Lagunitas & Blue Moon

Hard Alcohol Package: *Additional bartender mandatory when serving mixed alcoholic drinks*

Lessee Signature _____ **Date:** _____

Lessee Signature _____ **Date:** _____

Exhibit B - (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: The Following Fees and Catering Services from Casa Bella's In-House Caterer are Mandatory Charges. Minimum Catering Charges are for 150 Guests as well as Catering Minimum Listed.

FOOD & BEVERAGE

2 Entrée Buffet Sample Menu	150	\$52.95	\$ 7,942.50
Vendor Buffet Meals Discounted by 20%		\$42.36	\$ -
Kids Buffet Meals (10 and under- discounted by 20%)		\$42.36	\$ -
Kids Mac & Cheese, Chicken Strips & Corn (10 and under)		\$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	150	\$22.95	\$ 3,442.50
2 Signature Cocktails: Well \$9.95 Elite \$11.95 Top Shelf \$13.95 (Choice of 1 part alcohol and 1 part mixer)	150	\$9.95	\$ 1,492.50
Hard Alcohol Package: Well \$15.95 Elite \$18.95 Top Shelf \$20.95 *Casa Bella's policy is to not pour shots		\$15.95	\$ -
			\$ -

GUEST MANAGEMENT

(2) Parking Attendants Mandatory	2	\$75.00	\$ 150.00
Event & Catering Floor Manager	1	\$500.00	\$ 500.00
Associate Event Manager	1	\$350.00	\$ 350.00
Shuttle Service (Mandatory only if guest parking is at the Sunol Glen School - Includes 5 hours, \$75 per added hour needed)		\$375.00	\$ -
Door Monitor for Noise Control (Mandatory for all events where music exceeds 10pm)		\$200.00	\$ -
			\$ -

DÉCOR & TECH

Audio Visual, Uplighting & Detail Lighting. In-House Décor & Design (Drapes, chandeliers, signs etc.)	1	\$495.00	\$ 495.00
			\$ -

TASTING FEES

Menu Tasting Fees: \$25 Per Client (Limited to 2) and \$50 Per Guest (Limited to 4)		\$50.00	\$ -
			\$ -

CEREMONY GARDEN RENTAL - Includes 30' by 45' Wooden Framed Tent with Canvas Covering

Peak Season: April-October (Bistro Lights, 4 Chandeliers & Ceremony Coordination)	1	\$495.00	\$ 495.00
Off Peak Season: November-March (Bistro Lights, 4 Chandeliers, Clear Side Walls, Pergola Rain Coverage & Coordination)		\$695.00	\$ -
			\$ -

Client must meet catering minimum of \$15,000 to fulfill contract.

CATERING SUBTOTAL (PAGE 1): \$ 15,267.50

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

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



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Client/Lessee:

Additional Upgrades/Options: The Following Optional Upgrades can be Selected as Desired, Unless Otherwise Noted, Fees will Apply Towards Catering Minimums

FOOD & BEVERAGE

Cold Passed Appetizers		\$2.00	\$	-
Hot Passed Appetizers		\$2.50	\$	-
Special Selection Appetizers		\$3.25	\$	-
Late Night Snack		\$0.00	\$	-
Ceremony Welcome Drink (Service of Beer, Wine & Champagne, Max 45 Minute Service)		\$5.95	\$	-
Ceremony Welcome Champagne (Max 45 Minute Service)		\$3.95	\$	-
			\$	-

TENT & CEREMONY PATIO

Patio Ceiling Heaters (Priced Per Heater, 7 Available)		\$50.00	\$	-
Portable Propane Heaters (Priced Per Heater, 14 Available)		\$80.00	\$	-
Pergola Chandelier		\$100.00	\$	-
Pergola Drapes (White, Ivory, or Sheer)		\$125.00	\$	-
50' Carpet Aisle Runner (Red \$50 or White \$100) *No Colored Flower Petals on White Runner Allowed		\$100.00	\$	-
Cold Sparklers (2 Minimum for Rental, 6 Available, Must be Rented in Pairs)		\$200.00	\$	-
White Umbrellas (10 Available)		\$25.00	\$	-
			\$	-

INDOORS

Upgraded Chair Seat Covers: Colors (Gold, White or Wine)		\$2.00	\$	-
Upgraded Colored Napkins		\$1.50	\$	-
Chargers (Gold or Silver)		\$1.00	\$	-
Stage 8ft by 12ft (Includes Two Side Steps)		\$300.00	\$	-
			\$	-

			\$	-
			\$	-
			\$	-
			\$	-
			\$	-

Client must meet catering minimum of \$15,000 to fulfill contract.

CATERING SUBTOTAL (PAGES 1-2): \$ 15,267.50

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

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



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Client/Lessee:

Additional Rental Spaces, Overtime: The Following Optional Upgrades Can Be Selected as Desired, Unless Otherwise Noted Fees will Apply Towards Catering Minimums

OVERTIME & ADDITIONAL RENTAL SPACES

Galleria: Getting Ready Rental - \$500 for 5 hours		\$500.00	\$ -
Galleria: Groom's Room - \$300 for 3 hours		\$300.00	\$ -
Galleria: Overtime Rental Hour		\$100.00	\$ -
Overnight Stay in Bridal Suite * 2 guests maximum, check out at 10AM, guaranteed only 10 days before your event		\$245.00	\$ -
Additional Event Hour		\$750.00	\$ -
Additional Vendor Hour		\$300.00	\$ -
Bar Overtime (Per Person Per Hour)		\$5.00	\$ -
			\$ -

OVER 200 GUESTS ADDED FEES

Extra Tables (1 Per 10 People Over 200 Guests)		\$12.00	\$ -
Extra Resin Chairs (Per Person Over 200 Guests)		\$4.00	\$ -
Extra Chaivari Chairs (Per Person Over 200 Guests)		\$7.50	\$ -
			\$ -
			\$ -
			\$ -

Catering Minimum Notes: **CATERING SUBTOTAL (PAGES 1-3): \$ 15,267.50**

Client must meet catering minimum of \$15,000 to fulfill contract. Operations Fee 22.00% \$ 3,358.85

Peak Saturday Rental Rate Facility Fee \$ 4,500.00

Charged sales tax will be current tax rate at the time of services rendered/event date. Grand Subtotal \$ 23,126.35

<https://www.cdtfa.ca.gov/formspubs/pub22.pdf> Sales Tax 10.25% \$ 2,370.45

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 \$ 25,496.80**

Retainer/Deposit Payment Schedule	Due	Paid	Balance Due
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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 _____

Casa Bella has a Mandatory DJ List & In-House Speaker System, a \$300 DJ & In-House System deposit is added to your first deposit/retainer. The \$300 deposit will be reflected on your chosen DJ's contract once selected from Casa Bella's List. This \$300 deposit will be the initial DJ & In-House System deposit. Your DJ will require a second deposit to secure their services. Please refer to contract details #10 & #46 - #50 for more information. Initials _____

1st Retainer/Deposit Due Upon Receipt of Contract: 25% of the estimated Total Costs. Plus \$300 DJ & In-House System retainer/deposit	\$ 6,674.20		\$ 25,496.80
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2nd Retainer/Deposit Due 6 Months in Advance: 25% of Estimated Total Costs	\$ 6,374.20		\$ 25,496.80
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Liability Insurance Due 3 Months Before Event Date: Casa Bella highly recommends clients to also purchase Wedding Cancellation Insurance.	Date Received:		
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Final Balance Due in Full: 10 Days Before Event			\$ 25,496.80
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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 E - (All parties to the contract must sign)



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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:

Vendor Information

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

Exhibit F

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 the previous 6 pages: Exhibit A, B, C, D, E & F which are incorporated in this contract for the terms, conditions, wedding agenda, timeline, catering and service/rental details that have been agreed to by Client(s) 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, DocuSign, 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 reoccurring 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

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. We use the Train Station lot for 90% of our events; however, it is not guaranteed that the lot will be available for all our events. We are unable to use this lot from the end of November - December and when the train runs public events during a few Saturdays and Sundays during the year. Please note: The train schedules some of their events with only a few months or weeks notice. Parking during these months/specific days are at the Sunol Glen School down the street. 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. Initials

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 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, drummers etc. For specifics see contract items #46 - #50.

11) Many of our clients are getting pinterest ideas of beautiful ways to display their escort cards, welcome table picture frames, easles, welcome signs, etc.; 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, poster boards for welcome signs, light weight frames and easels will easily blow over. Choose to display your items in a way that prevents the wind from blowing them down. A couple of ideas that do work are using heavy/sturdy 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) The Lessee's rental fee doesn't include the bistro space. The bistro is open to the public during scheduled events where liquor is present by reservation only.

16) Casa Bella provides a permanent 30' by 45', 10" height, Timbertrac Wooden Framed Tent outside on our brick ceremony patio. The tent can not be removed. Tent Coverage for Non-Rain Events is 200 Guests Seated. Tent Coverage for Rainy Day Events is 160-180 Guests Seated. This allows space for Bridal Party & DJ under the tent when raining. If vendors need additional tenting or you have more guests then can fit under the tent lessee is responsible for providing additional tents or coverage.

Lessee has read and understands all conditions above, listed 1 - 16.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

Client/Lessee:

Contract Information

RETAINERS/DEPOSITS & PAYMENTS

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

18) Casa Bella's current 2024-2025 online brochure and menu(s) which contain prices, procedures and restrictions are included by reference into this agreement. By you initialing below, you are confirming that you have received or downloaded from our website these documents and have read through them. Initials _____

19) Operation Fee: Casa Bella has a 22% Operation Fee for all event rentals. This is a required fee and is taxable per the California Department of Tax and Fee Administration Dining and Beverage Industry standards. The Operation Fee is not a gratuity but part of the fees that cover our general operational costs. Gratuities/tips for the event staff are at the discretion of the client and are not a requirement.

20) Catering Commitment at Booking: At the time of booking Casa Bella contracts with our in-house catering to reserve your selected event date. A portion of your retainer/deposit is paid to reserve these services. Casa Bella allows outside catering on select dates, not all dates are subject to this allowance. If lessee wishes to change from in-house catering services to outside catering services and it is available on lessees selected date they will be required to pay a chef buy-out fee.

LIABILITY

21) 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) on 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.

22) In the absence of negligence, gross negligence, fraud or willful misconduct of Casa Bella, it's employees, representatives, agents, contractors or subcontractors, Casa Bella is not liable to Lessee for any damage to the Lessee or the Lessee's property.

23) 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. 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.

24) 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.

25) 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.

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

27) Force Majeure: Casa Bella is not responsible for being unable to fulfill its obligations under this contract 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 strongly 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 at no additional cost to you. 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.

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

29) 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 _____

30) 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.

31) 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 17 - 31.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

Client/Lessee:

Contract Information

ALCOHOL AND CONSUMPTION

- 32) 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.
- 33) 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 Lessee's 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.
- 34) 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

35) 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 Lessee(s) 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.

- 36) Casa Bella's Team of Managers work closely together to assist you in your planning process. You will meet with a Manager for your 1st detail meeting 6 months before your event. We do not guarantee it will be with the Manager who will be present on your event day. 1 Month before your wedding we will assign the Event Manager and Associate Manager who will be onsite for your event to manage both ceremony and reception. Your scheduled Event Manager will be present at your final detail meeting to meet with you and go over all details. Your Event/Associate Manager is subject to change based on availability.
- 37) 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 when available.
- 38) Smoking is only permitted outside. Open flame candles are allowed on property as long as all candles are in holders/votives that contain their own wax and the container is higher than the flame of the candle wick. Tapered candles are not allowed. Casa Bella highly recommends clients provide a fire extinguisher for ceremonies requiring a havan.
- 39) 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 or patio swings.
- 40) Lessee must rent all rental items from Casa Bella except those items that cannot be made available through Casa Bella.
- 41) 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.
- 42) Client is responsible for complying with applicable city, county, state, and federal laws and shall conduct no illegal act on the premises.
- 43) Client is responsible for complying with Alameda County regulations and policies as well as providing the necessary permits required for any additional activities.
- 44) Casa Bella can not be held liable for changes in County or State Regulations that require changes to building or property outside of our control.
- 45) Casa Bella's staff work all year to manicure our ceremony gardens. We aim to provide clients with a beautiful garden to the best of our abilities in each season. Due to how plants and florals bloom and thrive in different seasons; the look of the garden also varies. Casa Bella does not guarantee plants to have foliage or to be blooming all year long.

DJs & AMPLIFIED MUSIC RESTRICTIONS

- 46) 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. During the dance party when the music is at its loudest, Casa Bella will require the front door to be closed at all times.
- 47) Casa Bella allows amplified music outside for ceremonies and cocktail hour only, we do not allow reception/dance music to be played outside.
- 48) 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.
- 49) Baraats are only allowed to be held on Casa Bella's property. Specifically, clients are not allowed to start baraats off our property. All baraats must adhere to our sound
- 50) Casa Bella has equipped our space with an in-house speaker system that is utilized by our Mandatory DJs. This system includes 4 mounted high end OSC speakers aimed towards the center of the room offering the best sound experience for all of your guests.

VENDORS

- 51) 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.
- 52) 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
- 53) 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.
- 54) Casa Bella's Event Managers should not be confused for a wedding coordinator. The managers job is to oversee Casa Bella's staff, property and onsite itinerary of events. They will not assist with any outside coordination and do not coordinate with your vendors on your behalf. Casa Bella strongly advises that the Lessee should hire an independent wedding coordinator if you are looking for full coverage event planning.

Lessee has read and understands all conditions above, listed 32 - 54.

Lessee Signature _____ **Date:** _____

Lessee Signature _____ **Date:** _____

Client/Lessee:

Contract Information

DECORATIONS

55) **Pergola Measurements:** Across top beam 18' --- 12' 6" (deep) by 15'6" (wide) by 9.4' high --- Each pillar is 8.5' high --- Distance between pillars 8' 7". **Tent Measurements:** 30' by 45' and 10' high

56) Casa Bella does not allow any of its decorations, plants, and furniture to be moved, removed, or rearranged.

57) 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.

58) 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.

59) 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.

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.

61) 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.

62) Any damage to the building or its contents must be paid for by the Lessee if such damage is directly caused by 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

63) The property must be rented for a minimum of eight (8) hours for evening rentals. 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.

64) 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 \$375 for a base 5 hour rental. Any additional hours needed will be charged at \$75 per hour. 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.

65) 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.

66) 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.

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:

67) 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.

68) 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.

69) One of Casa Bella's managers will conduct the ceremony rehearsal.

70) Casa Bella recommends the ceremony officiator be at the rehearsal.

71) Lessee should contact their event manager/associate manager 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.

72) 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.

73) 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.

74) 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 in this scenario.

Lessee has read and understands all conditions above, listed 55 - 74.

Lessee Signature _____ **Date:** _____

Lessee Signature _____ **Date:** _____

Client/Lessee:

Contract Information

ADA COMPLIANT

75) 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

76) 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 through no fault of 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 through no fault of 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.

77) 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 75 - 77.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

COVID-19 VIRUS OR RELATED VIRUS LIABILITY WAIVER

78) 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. Specifically, Casa Bella and client agree to not cancel the event due possible preventative measures and guidelines for COVID-19. Both parties agree to abide by the CDC mandates.

79) 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.

80) 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 78 - 80.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____

NON DISCLOSURE AGREEMENT

81) 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

82) 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

83) 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 "Door Monitor" fee.
- B. The "Door Monitor" 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 Door Monitor 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 remain closed during music and dance parties. Our DJs will make announcements as needed and the "Door Monitor" will open and close the doors after every guest enters or departs.

Lessee has read and understands all conditions above, listed 81 - 83.

Lessee Signature _____ Date: _____

Lessee Signature _____ Date: _____