



HEART OF THE DESERT

Heart of the Desert 7288 Hwy 54/70 Alamogordo, NM 88310
575-434-0035 1-800-432-0999

events@heartofthedesert.com

www.heartofthedesert.com

PATIO RENTAL CONTRACT

Name: _____	Contact Name: _____
Address: _____ _____	Phone Number: _____ (e-mail): _____
Event Name: _____	Alternative Contact & Phone: _____
Event Date: _____	Phone Number: _____ (e-mail): _____
Colors: _____	Any equipment from outside source: _____
Reservation Deposit Paid: _____	Who Will Deliver/Time: _____
Last Day For a Refund: _____	Who Will Tear Down: _____
Event Charges Due: _____	Cake Dessert: _____ Arrival Time: _____
Who Will Set-Up: _____	Catering Provided by: _____
Set Up Time: _____	Catering Arrival Time: _____
Ceremony Start Time: _____	Decorations/Centerpieces: _____
Reception/Dinner Time: _____	Will You Use HOD Music System? _____
Event End Time: _____	DJ or Band: _____
End Time For Clean Up: _____	DJ or Band Arrival Time: _____
Number of People Invited: _____	See attached sheet for any unique arrangements _____
Number of People Expected: _____	Cash Bar or Pre-Purchase: _____
Dressing Area Needed: _____	Champagne Toast: _____
Photographer: _____	
Time Photographer Will Arrive: _____	

INTRODUCTION:

The Patio at Heart of the Desert overlooks the pistachio groves and is available for private parties, banquets and receptions. There are two levels to The Patio. The upper level is 1,100 sq. ft. and will accommodate 60 for a seated banquet and up to 100 for standing receptions. The lower level is 1,250 sq. ft. plus a 144 sq. ft. stage. This area will accommodate the same number of people, or less if space is left for dancing. Both levels have perimeter bench seating. The upper level has wicker patio furniture including four, 41", round tables that seat 4 people each and a sofa that seats 6 people. The lower level also has four, 41", round tables that seat 4 people each. The Patio is not weather protected and may be affected during rain and high winds. Patio heaters are available for rent during the colder months.

This contract is between Heart of the Desert at Eagle Ranch (hereafter referred to as "HOD") and _____
_____ (hereafter referred to as "Client") on this date _____.

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RENTAL RATE:

\$100 per Hour; hourly increments only, plus tax

Refundable Reservation/Damage Deposit: \$25 deposit per hour due at time of signing of Rental Contract. Rental time begins when you want exclusive use of the patio for your event (no one, other than your invited guests and our staff may be on the patio) and ends when clean-up is complete (your removal of personal items/decorations from the patio area and our break down and cleaning). Clean-up usually takes one hour.

RENTAL INCLUDES:

- **EXCLUSIVE** use of upper and lower level patio area totaling 2,350 sq. ft.
- On site table seating for 60, cushioned lounge set and perimeter bench seating on both levels.
- Set up and tear down of on-site table seating (tables, chairs, & linens) by HOD staff.
*(Additional fees will apply for additional setup and teardown of non-HOD equipment, by HOD staff, at the rate of \$50 for set-up and \$50 for tear down).
- Outdoor catering kitchen area (warming drawers, sinks, oven and refrigeration.
Sorry, in-sink food disposal not available).
- Cold room storage for large cakes or food items.
- Wine Tasting Room & Cash Bar
- Stage Area & Dance Floor
- On Site Event Supervisor & at least 2 HOD staff for wine room, coffee shop & store
- Clean Public Restrooms
- Trash receptacles, liners and trash disposal.
*Client is responsible for additional setup, decoration, teardown, and clean-up of non-HOD equipment, decorations, supplies and any delivered catering equipment

NON-EXCLUSIVE PATIO USE DURING BUSINESS HOURS

The **Lower Level** of the Patio may be reserved at no charge during business hours.

- Use of on-site lower level patio furniture (4 tables & 16 chairs) and perimeter seating
- Wine Tasting Room & Cash Bar
- HOD staff for wine room, coffee shop and store operations
- Clean Public Restrooms
- Trash receptacle & liner
- Client is responsible for additional setup, decoration, teardown, and clean-up of non-HOD equipment, decorations, supplies and any delivered catering equipment.
- Additional equipment is available for rent from HOD. (See **RENTALS** for HOD rental items)

RESERVATION/DAMAGE DEPOSIT:

To reserve your date a reservation/damage deposit is required (see "RENTAL RATE" above). This deposit will be refunded to client after inspection of the Patio area and surrounding grove by management. If additional cleaning by HOD staff, damage or repairs or any unpaid fees are required, this amount will be deducted from the reservation/damage deposit. Damage/cleaning requiring expenses to HOD exceeding the reservation/damage deposit amount, will be billed to the client and shall be due within thirty (30) days of billing.

CANCELLATIONS:

If cancellation occurs prior to 30 days of the event date, the reservation deposit will be refunded less a \$50.00 administrative fee. If cancellation occurs within 30 days of the date of the event, the reservation deposit will not be refunded.

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Inclement Weather and Impossibility:

Client recognizes that the Heart of the Desert patio is an outdoor venue. **Heart of the Desert does not offer a weather back-up.** Should inclement weather arise, client acknowledges that they are assuming this risk and will not hold Heart of the Desert liable for cancellation or loss. If brief weather delays extend the length of the event by one hour or less, no additional fees will be charged. For delays of more than 1 hour, the additional time will be charged at the hourly event rate.

The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide use of the Heart of the Desert facilities, including Acts of God, war, government regulations, natural disaster or civil disorder. The Agreement may be terminated for any of the above reasons by written notice from either party to the other.

FINAL PAYMENT:

The entire estimated total charges are due one week prior to the event. Interest on any amount not paid in full when due under any provision of the Agreement shall accrue interest at the rate of 18% per annum.

FINAL EVENT PLANS:

To review and finalize all plans, a meeting will be scheduled two weeks prior to the event. Heart of the Desert must be notified of specific details, **a minimum of one week**, prior to the event. This includes set-up times, set-up requirements, caterer, entertainment and wine service needs.

DAMAGES:

Any damages to Heart of the Desert or Eagle Ranch due to guests, contractors or other outside parties, are the responsibility of the client and may result in the retention of the deposit and/or further billing of damages to cover repair/replacement costs. If additional cleaning by HOD staff, damage or repairs or any unpaid fees are required, this amount will be deducted from the reservation/damage deposit. Damage/cleaning requiring expenses to HOD exceeding the reservation/damage deposit amount, will be billed to the client and shall be due within thirty (30) days of billing.

CATERING:

Any caterer may be used, provided they have proof of insurance coverage. The client may elect to do their own catering, assuming all responsibility for food quality. (This is an option only for private events). Heart of the Desert does offer a catering kitchen, with sinks, warming drawers, oven and refrigeration. On cleanup, all food left on table service must be removed by scraping into garbage receptacles (no in-sink disposal). Cold Storage is available for storing large cakes, or other food items.

ALCOHOLIC BEVERAGES:

Valid I.D.s will be required of any event attendees drinking alcoholic beverages, as required by law.

New Mexico law does not permit any outside alcoholic beverages on premise other than those sold by the establishment. See attached **Alcohol Guidelines**.

HOD has Brut sparkling wine (made in the champagne manor) available. Each flute glass of champagne costs \$6.00. The glasses are not souvenirs. Any glasses not returned or broken during the event will be charged to the client and deducted from the reservation/damage deposit. Any guests participating in a champagne toast will require an I.D. as required by law.

Cash Bar - The wine room is staffed and available throughout the event for wine tasting and purchase of HOD alcoholic beverages.

Drink Tickets – Drink tickets may be purchased in advance for guests. Please inquire for more details.

EQUIPMENT RENTED FROM OUTSIDE SOURCES:

We can set up and tear down additional equipment rented or brought in from outside sources. We charge an additional \$50 for set up and \$50 for tear down. You can also opt to have people of your choice do this service.

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DECOR:

No decoration may be hung in a manner that may damage the structure in any way. That means no tape, pins, glue, nails/screws attached to the structure. Decorations may not be profane or depict violence. Open flames, such as candles, must be held or contained in a vessel with the tip of the flame at least one inch below top. Please see damages clause for further details.

CHILDREN & PETS:

Children are welcome on the Patio. However, they must be supervised at all times on the patio and in the store. As this is an establishment that sells alcohol, careful observation is required. Children are not allowed in the wine room unless accompanied by an adult.

Well-behaved pets that are part of the ceremony are welcome on the patio, but may not come inside the building due to health-code regulations (except service animals).

The pet’s owner assumes all responsibility for any accidents or injuries resulting from animals at the event. Any cleaning or repairs necessitated by damage caused by animals to HOD patio, furniture, or equipment will be deducted from the deposit and will be the responsibility of the client.

SMOKING:

It is the responsibility of the client to inform and monitor guests for compliance with this contract during the entire event.

NM law prohibits smoking near any building entrances, windows, ventilation systems or areas where food is being prepared or consumed. No smoking is allowed on The Patio upper or lower level or in the pistachio grove.

HOD provides a covered gazebo picnic area across the parking lot as a pleasant and relaxing location for guests to smoke.

HOD RENTAL ITEMS:

Heart of the Desert has a limited line of rental items. For additional tables, linens, chair covers, centerpieces, arches, china, flatware, etc., we recommend Party Connection @ Uptown Rentals (575-437-6611).

Rental Items From HOD	Number Available	Number Needed	Cost per Unit	Subtotal	Table Cloths Needed	Cost per Unit	Subtotal	Line Total
4 ft. Rectangular Table	2		\$5.00*	=		\$5.00*	=	=
4 ft. 6 in. Wood Table	1		\$5.00*	=		\$5.00*	=	=
5 ft. Round Table for 8	4		\$7.00*	=		\$5.00*	=	=
6 ft. Rectangular Table	4		\$5.00*	=		\$5.00*	=	=
8 ft. Rectangular Table	5		\$5.00*	=		\$5.00*	=	=
Brown Folding Chairs	70		\$2.00*	=				=
Microphone	1		\$10.00*	=				=
Patio Heat (applied as required)			\$50.00 per event*	=				=
				=				=

*Tax is additional.

Total: _____
 Tax: _____
 Grand Total: _____

SECURITY:

For events attended by over 50 people, the presence of a security officer is mandatory. The cost for a security officer is \$15 per hour plus tax and is required for the length of the event. Heart of the Desert will provide said officer at the client’s expense. Management reserves the right to require security for any specific event, regardless of the number of guests in attendance.

LOSS/DAMAGE:

Heart of the Desert is not responsible for any personal equipment or property that is lost or damaged before, during, or after an event. Any personal equipment, property or decoration left after the specific rental time is subject to removal or disposal.

SPARKLERS OR FIREWORKS:

We do not allow either sparklers or fireworks on premise due to the possibility of injury or damage to property.

INDEMNIFICATION:

The Client agrees to indemnify in advance (as fees and costs are incurred)and hold harmless Heart of the Desert / Eagle Ranch and its agents, officers, employees, contractors or volunteers from any liability, claims, damages, loss, or expense (including attorney’s fees, court costs, and consequential damages) relating in any way to the event or caused by the use of the facility by the Client, the Client’s guests or invitees, or the Client’s agents, such as musicians, decorators, and others who are working for the Client.

By signing below, you agree to the terms set forth and confirm all of the information at the top of the page. A reservation/damage deposit is required to secure your space and is due at the time of signing. Client event space is not reserved until signed contract and deposit are received.

HOD RENTAL CONTRACT AMENDMENTS:

Estimated Charges for event _____ plus tax, as of this date _____

Refundable Reservation/Damage Deposit Received _____ Date: _____

SIGNATURE _____ **DATE** _____
For Client

SIGNATURE _____ **DATE** _____
For Heart of the Desert Pistachios & Wines