



HEART OF THE DESERT

Heart of the Desert Pistachios & Wines      7288 Hwy 54/70      Alamogordo, NM 88310

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[www.heartofthedesert.com](http://www.heartofthedesert.com)

*Patio Rental Contract*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Main contact person during the event? \_\_\_\_\_  
\_\_\_\_\_

Event Date: \_\_\_\_\_  
Event Name: \_\_\_\_\_  
Event Set up Time: \_\_\_\_\_  
Event Start Time: \_\_\_\_\_  
Ceremony Start Time: \_\_\_\_\_  
Reception/Dinner Start Time: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Equipment from outside Source: \_\_\_\_\_  
Who Will Deliver/Pick Up: \_\_\_\_\_  
Delivery/Pick Up Time: \_\_\_\_\_  
Catering Provided By: \_\_\_\_\_  
Menu: \_\_\_\_\_  
Catering Arrival Time: \_\_\_\_\_  
Who will serve the food: \_\_\_\_\_  
Cake/Dessert Provided By: \_\_\_\_\_  
Cake/Dessert Arrival Time: \_\_\_\_\_

Decorations/Centerpieces: \_\_\_\_\_  
Event End Time: \_\_\_\_\_  
Tear down & clean up End Time: \_\_\_\_\_  
Number of People Invited: \_\_\_\_\_  
Number of People Expected: \_\_\_\_\_  
Colors: \_\_\_\_\_  
Dressing Area Needed? \_\_\_\_\_  
Alcohol/Bar Selection: \_\_\_\_\_  
Champagne Toast? \_\_\_\_\_

Who will Set Up: \_\_\_\_\_  
Photographer: \_\_\_\_\_  
Photographer Arrival Time: \_\_\_\_\_  
DJ or Band: \_\_\_\_\_  
DJ or Band Arrival Time: \_\_\_\_\_  
Will You use HOD Music System? \_\_\_\_\_  
MC/ Music Operator? \_\_\_\_\_

This contract is between Heart of the Desert, at Eagle Ranch, (hereafter referred to as "HOD")

and \_\_\_\_\_ (hereafter referred to as "Client").

Date \_\_\_\_\_

**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 five, 41", round tables that seat 4 to 5 people each and a sofa that seats 6 people. The lower level also has five, 41", round tables that seat 4 to 5 people each. Additional tables are available for rent and the furniture configuration can be changed to suit each event. 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.

**RESERVATION/DAMAGE DEPOSIT:**

A deposit of \$25 per rental hour (not taxable), paid at the time of contract signing, secures your date. It also acts as the damage deposit, and the full amount is returned to you the week following your event when inspection has shown no damage or loss of property. If additional cleaning by HOD staff, damage or repairs, or any unpaid fees are required, the 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 30 days of billing.

**RENTAL RATE:**

\$100 rental fee per hour; hourly increments only, plus tax, beginning one hour prior to event start (for personal items/decoration set-up) and ending one hour after event (for removal of personal items/decorations). HOD will have all tables/chairs/linens in place per your design, one hour prior to the event, so The Patio is ready for your placement of personal items/decorations.

**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 cakes or food items.
- Wine Tasting Room & Cash Bar
- Stage Area & Dance Floor
- On Site Event Supervisor & at least 2 HOD staff to assist guests and work the wine room, coffee shop & store. (Additional fees may be charged to cover additional staff for events exceeding 100 guests.)
- 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.  
\*Additional equipment is available for rental from HOD. (See **Rentals** for HOD rental items).

### **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 (5 tables & 20 chairs) and perimeter seating
- Wine tasting room and cash bar
- Clean, public restrooms
- Trash receptacle and liner
- Client is responsible for additional set-up, decoration, teardown, and clean-up of non-HOD equipment, decorations, supplies and any delivered catering equipment
- Additional equipment is available for rent, from HOD

### **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.

### **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, final guest count, caterer, entertainment and wine service's needs.

### **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 for all private events). There is a charge of \$100 if HOD is retained to serve and clean up the food. This covers the EPA permit and additional staff needed.

HOD 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 room 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 can obtain New Mexico made, Brut sparkling wine (made in the champagne manor). 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. 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.

Open Bar- Host of the event has the option of providing an open bar to their guests. The Bar tab must then be paid at the end of the event. Also, a pre-determined bar tab amount can be established. (ie. \$300 bar tab) when the tab reaches close to the pre-determined amount HOD staff will let the host know.

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

Pre purchase- Client can choose to pre purchase selected wines and beers for guests. When pre selection is gone or guests want something other than what has been selected we then can revert to the cash bar option.

**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.

**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.

**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 are welcome on the patio. Pets should be on a leash. Pets 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:**

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. Please inform your guests of this New Mexico law.

**SPARKLERS OR FIREWORKS:**

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

**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	80		\$2.00*	=				=
Microphone	2		\$10.00*	=				=
Patio Heat (applied as required)			\$50.00 per event*	=				=
Extra HOD Staff				=				=

\*Tax is additional.

Total: \_\_\_\_\_  
 6.313% Tax (County): \_\_\_\_\_  
 Grand Total: \_\_\_\_\_

**SECURITY:**

For events attended by over 50 people, where alcohol is present, 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 duration 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.

**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.

**HEART OF THE DESERT RENTAL CONTRACT CHARGES**

Number of Hours: \_\_\_\_\_ @ \$100/hr. = \_\_\_\_\_

Additional Rental Items: \_\_\_\_\_  
\_\_\_\_\_

Security: Number of Hours \_\_\_\_\_ @ \$15/hr. = \_\_\_\_\_  
\_\_\_\_\_

Additional Services: \_\_\_\_\_  
\_\_\_\_\_

Estimated Charges for event \_\_\_\_\_ plus tax, as of this date \_\_\_\_\_

Later changes that have charges:  
\_\_\_\_\_  
\_\_\_\_\_

New Estimate \_\_\_\_\_ plus tax, as of this date \_\_\_\_\_

(Refundable) Reservation/Damage Deposit Received \_\_\_\_\_ Date \_\_\_\_\_

Event Charges Due in Full: \_\_\_\_\_

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.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
For Client

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
For Heart of the Desert Pistachios & Wines