



HEART OF THE DESERT

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

575-434-0035 1-800-432-0999

events@heartofthedesert.com

www.heartofthedesert.com

Patio Rental Contract

Name: _____
 Address: _____

 Phone Number: _____
 Email: _____
 Event Date: _____
 Event Name: _____
 Event Set up Time: _____
 Event Start Time: _____
 Event End Time: _____
 Tear down & clean up End Time: _____
 Number of People Invited: _____
 Number of People Expected: _____
 Dressing Area Needed? _____
 Alcohol/Bar Selection: _____
 Champagne Toast? _____

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

 Any Equipment from outside Source: _____
 Who Will Deliver/Pick Up: _____
 Delivery/Pick Up Time: _____
 Catering Provided By: _____
 Catering Arrival Time: _____
 Who will serve the food? _____
 Reception/Dinner Start Time: _____
 Cake/Dessert Provided By: _____
 Cake/Dessert Arrival Time: _____
 Decorations/Centerpieces: _____
 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? _____

Number of Staff Needed _____
 Staff Schedule: _____
 Security Schedule _____

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 for you to enjoy. 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 80 people, or less if space is left for dancing. All capacities are subject to limitations and restrictions imposed by the State of New Mexico or other governmental bodies in response to health orders. Both levels have perimeter bench seating which is in addition to the table seating. The upper level has wicker patio furniture including seven, 41", round tables that seat 4 to 5 people each and a sofa that seats 6 people. The lower level also has seven, 41", round tables that seat 4 to 5 people each. 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 during the colder months.

RESERVATION/DAMAGE DEPOSIT:

A deposit of \$25 per rental hour, paid at the time of contract signing, secures your date. It also acts as the damage and security deposit, and the full amount is returned to you the week following your event when inspection has shown no damage or loss of property and no violations of the terms of this Contract. 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. If outside alcohol is found on the premise, the deposit is not returned and additional fines may be imposed. All transactions are taxable.

RENTAL RATE:

There is a \$250 rental fee per event hour; hourly increments only, plus tax. \$150 per hour for personal set up prior to event start (one hour is usually sufficient) and \$150 for one hour after event (for removal of personal items/decorations). The rental fee includes tables, chairs, linens, use of catering kitchen, use of dressing area, security, sound system, and staff.

HOD will have all tables/chairs/linens in place per your design, by the personal set up time.

RENTAL INCLUDES:

- o **EXCLUSIVE** use of upper and lower-level patio area totaling 2,350 sq. ft.
- o On site table seating for 140, cushioned lounge set and perimeter bench seating on both levels.
- o 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).
- o Outdoor catering kitchen area (warming drawers, sinks, oven and refrigeration. Sorry, in-sink food disposal not available).
- o Cold room storage for cakes or food items.
- o Wine Tasting Room & Cash Bar
- o Stage Area & Dance Floor
- o On Site Event Supervisor and support staff to assist guests and work the wine room, coffee shop & store.
- o Clean Public Restrooms
- o 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 (6 tables & 24 chairs) and perimeter seating
- Maximum people for event: 40
- 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. ____ **Client Initial**

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 Contract 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 Contract 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. The event is cancelled if payment in full is not received one week prior. ____ **Client Initial**

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 alcohol service 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 **\$150** if HOD is retained to serve and clean up the food. This covers the additional staff needed. ____ **Client Initial**

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. Only those beverages sold by the establishment are allowed on premise. If any outside alcoholic beverages are found on the premise, the client’s deposit **will not** be returned and additional fines may be imposed. See attached **Alcohol Restrictions**.

HOD can obtain New Mexico made Brut sparkling wine (made in the champagne manor). The flute and wine glasses are not souvenirs. Any glasses not returned or that are 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.

Client Initials: _____

Date: _____

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. (i.e. \$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, or 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.

SECURITY:

For events attended by over 50 people, where alcohol is present, the presence of a security officer is mandatory. The rental fee includes the services of a security officer, if required. 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 an event MUST be picked up within one week. Any personal equipment, property, or decoration left after this one-week time period is subject to removal or disposal. _____ **Client Initial**

PISTACHIO TREES:

Do **NOT** pick pistachio nuts from the trees. This crop is how we make our living. Please take all the pictures you would like, but leave the nuts on the trees. Children are especially drawn to the low hanging fruit. Adults must be responsible in teaching the children not to take them. This is stealing. _____ **Client Initial**

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, for violation of this Contract 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 Event Hours: _____ @ \$150/hr. = _____

Set up and Clean up (1 hour each) @ \$100/hr. = _____

Security: Number of Hours _____

Any Additional Services _____

Cost _____

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: _____ Date Due _____

By signing below, you agree to the terms set forth and confirm that the information is correct.
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