



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

Lower Level Special

Name: _____

Alternate Contact: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

Main contact person during the event? _____

Event Name: _____

Event Date: _____

Event Start Time: _____

Event End Time: _____

Number of People Invited: _____

Number of People Expected: _____

INTRODUCTION:

The Patio at Heart of the Desert overlooks the pistachio groves, and the lower level is available for events hosting 40 people or less, for \$25 per hour (2 Hour Minimum – Hourly increments only) during business hours Monday – Thursday (8 am - 6 pm), and on Sunday from 10am – 2pm (including clean up time). The lower level is 1,250 sq. ft. plus a 144 sq. ft. stage. The lower level also has nine, 41”, round tables that seat 4 to 5 people each. The Patio is not weather protected and may be affected during rain and high winds. Patio heaters are available 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”).

Date _____

LOWER-LEVEL PATIO RENTAL DURING BUSINESS HOURS

RESERVATION/DAMAGE DEPOSIT:

A deposit of \$25 plus tax, per rental hour, 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. All transactions are taxable.

RENTAL RATE:

The **LOWER LEVEL** of The Patio may be rented for parties of 40 or less, for \$25 per hour (2 Hour Minimum – Hourly increments only) during business hours Monday – Thursday (8 am - 6 pm), and on Sunday from 10am – 2pm (including clean up time).

RENTAL INCLUDES:

Use of on-site lower-level patio furniture (9 tables & 36 chairs) and perimeter seating

UPPER -LEVEL of patio will remain open for other Heart of the Desert patrons.

- 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

EQUIPMENT RENTED FROM HEART OF THE DESERT:

Additional tables and chairs may be rented from Heart of the Desert for additional fees (not including tax):

- 4 ft Rectangular Table- \$5.00
- 4 ft 6 in Wooden Rectangular Table- \$5.00
- 5 ft Round Table- \$5.00
- 6 ft Rectangular Table- \$5.00
- 8 ft Rectangular Table- \$5.00
- Tablecloths- \$5.00 (each)
- Brown Folding Chairs- \$2.00 (each)

CANCELLATIONS:

If cancellation occurs prior to 30 days of the event date, the reservation deposit will be refunded less a \$25.00 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 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.

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 Restrictions _____ CLIENT INITIAL**

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 3 inches below top of vessel.

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 charged to, and will be the responsibility of, the client.

SMOKING & VAPING:

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.

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.

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 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: _____ @ \$25/hr. = _____

Equipment Rental:

Tablecloths _____@\$5 each = _____

Tables _____@\$5 each = _____

Chairs _____@\$2 each = _____

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 _____

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**

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

SIGNATURE _____ **DATE** _____

For Client

SIGNATURE _____ **DATE** _____

For Heart of the Desert Pistachios & Wines