



HEART OF THE DESERT

Heart of the Desert Pistachios & Wines

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## Lower Level Special

Name: \_\_\_\_\_ Alternate Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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

Email: \_\_\_\_\_

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 35 people or less, for \$40 per hour (2 Hour Minimum – Hourly increments only) during business hours Monday – Thursday (9 am - 6 pm), and on Sunday from 10am – 1pm. 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 \$40 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 35 or less, for \$40 per hour (2 Hour Minimum – Hourly Increments Only) during business hours Monday – Thursday (9 am - 6 pm), and on Sunday from 10am – 1pm). If needed, you may come in 15 – 30 minutes early to set up. When choosing your start and end times, please keep in mind that all clean-up must be completed by the end time listed on the contract. If you exceed the contracted rental time, a \$40 per hour fee will be charged.

### RENTAL INCLUDES:

Use of on-site lower-level patio furniture (9 tables & 36 chairs) and perimeter seating. A gate separating upper and lower levels will be closed during your event. You will be able to access the upper level by using the gated ramp on the south end of the patio. **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 (including taking trash to the dumpster as needed) of non-HOD equipment, decorations, supplies and any delivered catering equipment. We have brooms, dustpans, and trash liners available if needed.
- 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**

**FOOD SAFETY:**

Client may elect to do their own catering, therefore assuming all responsibility for food quality. Please ensure that all aspects of food safety are met during your event. Determine if you will need chafing dishes, sternos, and thermometers to keep certain foods at proper holding temperature. We do not have a garbage disposal on property. Please dispose of leftover food (no liquids) in trash cans. \_\_\_\_\_ **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. No colored smoke bombs or aerosol sprays that may stain or damage the concrete. Decorations may not be profane or depict violence. Open flames, such as candles, are not allowed on the patio. \_\_\_\_\_ **CLIENT INITIAL**

**MUSIC:**

We have light background music playing through our speakers on both the upper and lower levels, therefore personal speakers or sound equipment may not be used during your event.

**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: \_\_\_\_\_ @ \$40/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



## Alcohol Restrictions

To provide a safe and enjoyable experience we have adopted several restrictions regarding the sale and service of alcoholic beverages for all public and private events.

1. We check ID's and issue wristbands to all event guests so we can quickly identify who can and cannot legally consume or buy alcohol.
2. All Heart of the Desert employees will stop serving any guest that shows signs of alcohol impairment. NM Beverage Control has established specific guidelines for monitoring guests when alcohol is being served.
3. NM law states that when any establishment sells alcohol, only the alcohol sold by the establishment may be consumed on that premise. Possession or consumption of alcohol other than that sold by the establishment puts the license of the establishment in jeopardy, resulting in fines or loss of the license. The client will be held responsible for any such fines or losses.
4. Our license covers all buildings, parking lots, and the surrounding trees of our operation.
5. Vehicles parked anywhere on the property are included in the NM Alcohol Beverage Control laws. Consuming alcohol inside a vehicle does not exempt anyone from the law.
6. Due to the serious liability incurred by Heart of the Desert, any outside alcohol, if found on the premise will be confiscated. The event will cease immediately, clients will be asked to leave, and the event deposit will NOT be refunded.
7. It is illegal for any adult person to give, deliver, buy, or aid and assist to buy alcohol for a minor. This is a fourth-degree felony, & the Sheriff's Department will be called.
8. When purchasing or ordering an alcoholic drink, each guest is restricted to a maximum of two drinks, at the time of purchase, or one bottle of wine per two guests.
9. We do not accept vertical ID's for the purchase or consumption of alcoholic beverages.
10. Please inform your guests of the policies before your event.

I have received, read and understand the Alcohol Restrictions set forth by Heart of the Desert.

Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_