



805 Orchard Road | Mount Bethel, PA 18343
Phone: 484-341-3101 | E-mail events.hardballcider@gmail.com

This contract defines the terms and conditions under which Hardball Beverage, Inc. dba Hardball Cider, (hereinafter referred to as Hardball Cider), and _____ (hereafter referred to as the Customer) agree to the Customer's use of the Hardball Cider facilities on _____ (reception/event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Hardball Cider and the Customer.

Customer Information

Customer Name(s) _____

Address: _____

Telephone #: (H) _____ (W) _____ (C) _____

Email Address: _____

Contact Person Name: _____ Phone: _____

Proposed Event: _____ Approximate Number of Guests: _____

Type of Event 1: _____ Type of Event 2: _____ Type of Event 3: _____

Location 1: _____ Location 2: _____ Location 3: _____

Date 1: _____ Date 2: _____ Date 3: _____

Time 1: _____ Time 2: _____ Time 3: _____

Venue Selection

You have selected the following venue(s) for your event at Hardball Cider:

- 1838 Barn (\$4,000)
- Lower Lakeside Terrace (\$2,000)
- Outdoor tent (Location TBD) (\$1,500)
- The Grand Fire Pits (Weekdays only) (\$1,500)

The venue(s) described above has/have been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood that you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or subcontractors resulting from your use of venue(s).

Rental Deposit and Payment Agreement

The total rental cost for use of Hardball Cider and its facilities is \$_____ (total from above selections) and is described in detail in this contract. To reserve services on the date(s) requested, Hardball Cider requires this contract be signed by Customer and an initial payment of fifty percent (50%) of the rental fee be deposited for the facilities. The final payment of fifty percent (50%) of the balance is due 30 days prior to the event date. Payment of the remaining balance for bar services and any additional add-on services is due at the conclusion of the event and shall be paid by cash or personal check. Deposits and payments will be made by cash or personal check (made payable to Hardball Beverage, Inc.) on the schedule noted below. A receipt from Hardball Cider will be provided for each.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Initial Rental Deposit	_____	(With Signed Contract)
Final Rental Payment	_____	30 days prior to event
Remaining Balance	_____	Day of event

All checks should be made payable to: **Hardball Beverage, Inc.**

Please return signed rental agreement, all attachments and initial deposit to:

Hardball Cider
805 Orchard Road
Mount Bethel, PA 18343

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your deposit.

DATE CHANGES AND CANCELLATIONS POLICY

1. Changes: In the unlikely event the Customer is required to change the date of the event or wedding, every effort will be made by Hardball Cider to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that Hardball Cider is not responsible for these compromises in quality.

2. Cancellation: In the event customer cancels the event, customer shall notify Hardball Cider immediately in writing or by email. Once canceled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.

- A. In the event Customer cancels the event more than one year prior to the event, Customer shall forfeit to Hardball Cider as liquidated damages one-half (1/2) of deposit.
- B. In the event customer cancels the event less than one year but more than six months prior to the event, Customer shall forfeit to Hardball Cider as liquidated damages the entire deposit.
- C. In the event customer cancels the event less than six (6) months prior to the event, Customer shall forfeit to Hardball Cider as liquidated damages the entire rental fee.

CONDITIONS OF USE

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property, or placed in a dumpster provided on site.

EVENT SET-UP LIMITATIONS

1. All property belonging to Customer, Customer's invitees, guests, agents and subcontractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and subcontractors.
2. Rental items must be scheduled for pick-up no later than 24 hours after the conclusion of the event.
3. Alcohol service must stop no later than 10:00 PM.
4. Music (DJ or live music) must stop no later than 10:00 PM.
5. All guests must be off Hardball Cider premises no later than 10:30 PM the day of the event (except clean-up crew, with all clean-up to be done by 11:00 PM).

SITE VENDORS

Caterers: Hardball Cider has a list of recommended caterers to choose from. Each caterer on this list is familiar with the venues at Hardball Cider, as well as the rules and regulations. Each caterer provides excellent food and exceptional service. Every caterer whether on the recommended list or selected by the Customer is required to carry liability insurance and provide a copy of insurance listing Hardball Beverage, Inc. as an additional insured on their policy.

1. If Customer requests a different food service company, they must be pre-approved by Hardball Cider and meet their rules and regulations.
2. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated areas at the conclusion of the event.
4. All vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

RENTAL EQUIPMENT

Should you need a tent(s), additional tables and chairs, barrels, or other necessary items to make your day happen exactly as you envisioned it and/or to take precautions against inclement weather, we are here to assist. We work with rental companies in the area and can arrange setup and delivery times with them. Additional rental needs will be discussed and booked/arranged a minimum of 30 days ahead of your planned event date and costs will be provided for each add-on service.

RESTROOM FACILITIES

Our facility utilizes portable restrooms which include sinks and hand sanitizer and are included in the rental price. We provide 2 portables per 100 people.

For a more upscale experience, a portable luxury trailer can be rented at your expense and typically runs between \$1000 and \$1500 per day.

WEDDING CEREMONIES

Wedding ceremonies may be held in the Reception Venue for no additional charge. Additional fees may apply for reset of room from ceremony to reception. Customer is responsible for providing ceremony coordinator, officiate, ceremony music and sound system.

WEDDING REHEARSAL

Rehearsals / walkthroughs prior to your scheduled date and time can be booked for an additional fee of \$500 for up to 2 hours. Each additional hour will be billed at \$250 / hr. The date and time is to be coordinated with and approved by Hardball Cider.

REHEARSAL DINNER

Rehearsal Dinners are permitted to be held in the Hardball Cider seating area (if available) under separate agreement.

BAR SERVICES

We provide all of your bar services which include hard cider, wine, beer, and spirits all made by Hardball Cider and other Pennsylvania-based breweries and distilleries. In addition, we provide a selection of non-alcoholic beverages including soda, juice, water, etc.

Rate per person for up to 4 hours:

Adult: \$35 / person

Child: \$14 / person

Bar services can be extended for additional time beyond 4 hours at the rate of \$8 / person per hour.

Number of hours for bar service must be established at time of contract signing.

RESPONSIBILITY AND SECURITY

Hardball Cider does not accept any responsibility for damage to or loss of any articles or property left at Hardball Cider prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to the Hardball Cider Complex by the Customer(s), his guests, invitees, employees or other agents under the Customer(s) control. Further, Hardball Cider shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Hardball Cider for any such loss, damage, or injury of claims and demands against Hardball Cider for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Hardball Cider free and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by Hardball Cider is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor

disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Hardball Cider. Should the event be canceled through a Force Majeure event, all fees paid by Customer to Hardball Cider will be returned to Customer within thirty (30) days or Hardball Cider will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY

Customer agrees to indemnify and hold harmless Hardball Cider, its officers, staff and agents working on its behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and subcontractors.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

INSURANCE

Hardball Cider shall carry liability and other insurance in such dollar amount as deemed necessary by Hardball Cider to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Hardball Cider which shall be named as an additional insured for the duration of this Contract.

A liability insurance policy will need to be purchased by you for the day of your event and a copy of the policy provided to us no later than 30 days prior to your event. We recommend contacting HMK Insurance for a quote or feel free to contact your own insurance agent to compare rates.

CLEAN-UP

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and subcontractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Hardball Cider at Hardball Cider's cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Hardball Cider is not

responsible for any property left behind by Customer, Customer's guests, invitees, agents and subcontractors. The Customer is responsible for any and all damages to Hardball Cider venues and surrounding sites. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

RESERVATION OF RIGHTS

Hardball Cider reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Hardball Cider as set-forth in this Agreement are in addition to any rights or remedies which may be available to Hardball Cider at law or equity.

JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of Pennsylvania. The Parties consent to the exclusive jurisdiction of the Court of Common Pleas of Northampton County, Pennsylvania and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by Hardball Cider associated with any breach of this Agreement.

ALCOHOLIC BEVERAGES

Hardball Cider will provide and serve all alcoholic beverages in accordance with the selected alcohol package. Certain terms and conditions apply to Customer and customer's guests:

1. Under NO circumstances shall Customer sell or attempt to sell any Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Customer hereby expressly grants to Hardball Cider, at Hardball Cider's sole discretion and option, to instruct the staff to remove any person(s) from the Venue, if in the opinion of the Hardball Cider representative in charge, the licensed and bonded Bartender and/or the staff feel that the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
5. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

Includes Amenities: Tables and chairs for up to 200 people, bartender(s) and support staff are provided as part of the Hardball Cider rental agreement, unless noted otherwise.

Additional Notes

RESERVATION PROCESS

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of any venue at Hardball Cider.

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer: _____
(Print) (Print)

(Signature) (Date) (Signature) (Date)

Hardball Cider: _____
(Print)

(Signature) (Date)

FOR OFFICE USE ONLY:

Rehearsal Date _____ Rehearsal Time _____ Rehearsal Location _____
Rehearsal Dinner Location _____ Dinner Time _____ Caterer _____
Wedding Date _____ Wedding Time _____ Wedding Location _____
Reception Location _____ Reception Time _____ Officiate _____
Caterer _____ Music (Live/DJ) _____ Photographer _____

Hardball Cider

RULES AND CONDITIONS FOR USAGE

(Alphabetized)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See www.candleimpressions.net – the candles light automatically at the time set and run for 100 hours on a small battery).

CATERING: Any areas set aside for the catering service areas are not equipped nor are they intended to be used as a kitchen for meal preparation.

CHILDREN: There have been times we have had guests at the complex whose children were not properly supervised. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules (They are not permitted near the pond). We would greatly appreciate it if persons do not disturb plants, rocks, trees or other natural gifts. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds.

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions arise. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

COURTESY PROTOCOL: Hardball Cider reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES / DELIVERY TRUCKS: There is a size limit to the height and length of vehicles entering the complex due to the damage inflicted to our trees. Please coordinate limits with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

DECORATIONS: Only push-pins and drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by Hardball Cider. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer(s) and the venue.

Note – The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decorations must be freestanding. Nails and staples are not permitted at any location.

Note – The use of birdseed is permitted only outside for wedding and reception farewells. Rice, confetti, flower petals, balloons, glitter fog machines, pyrotechnics, sparklers and blowing bubbles are not permitted inside or outside the facilities. **ALL DECORATIONS MUST BE APPROVED BY HARDBALL CIDER.**

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

EVENT ENDING TIME: All events must end by 10:00 PM to comply with Township/County sound ordinances and in order to allow for clean-up and closure of the site by 11:00 PM.

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Hardball Cider dumpster.

GARDENS: Our gardens have been designed to be enjoyed by all. It is the responsibility of the parent to keep their children out of the gardens and landscaped areas.

GUESTS: Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

HANDICAP ACCOMMODATIONS: We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs are permitted on the grounds. All venues on the property are handicapped accessible.

LOGISTICAL PLANS: The Hardball Cider planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

MUSIC AND ENTERTAINMENT: Due to the proximity of Hardball Cider to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be

contained at an acceptable sound level (not to exceed 75 db) so as not to disturb the local surrounding area and as to not violate the laws governing our Pennsylvania limited winery license. Hardball Cider staff will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Hardball Cider reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. Hardball Cider also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

Note: Although we are situated on an 80-acre farm, we are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

PARKING: Parking is available at the designated areas by following the event parking signs (gravel and grass areas). Handicap accessible parking spaces are provided. Parking is not permitted in any other areas other than those designated. All access drives to the venue and other buildings must be kept clear at all times.

PETS: Sorry, absolutely no pets allowed. However, a family pet actually involved in an event will be considered.

PHOTOGRAPHY: The many natural settings around Hardball Cider were maintained and developed for the enjoyment of all events. We reserve the right for each Customer to utilize any area of the complex for wedding/reception photograph sessions. All times for utilization of different areas at Hardball Cider will be coordinated with the schedule for each venue's Customer. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

REFRIGERATOR / FREEZER SPACE: Each venue has, at a minimum, a standard residential refrigerator for that venue's use. Each venue is also provided with a minimum of one chest cooler at the Bar Serving Area. Caterers are expected to make their own food/beverage accommodations.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by Hardball Cider. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Hardball Cider planning staff.

SIGNAGE: You may post your group's sign or hang balloons at the front entrance on Orchard Road, but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

SMOKING: Hardball Cider is a non-smoking facility. Ash buckets will be provided and smoking permitted in the designated areas only.

SECURITY: A security guard/s will be present for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions). This service is non-negotiable. The cost of the service is included as part of the venue rental (unless noted otherwise).

SPEED LIMIT: The speed limit on the Hardball Cider complex is 5 mph and is strictly enforced for the safety of your guests.

TABLES AND CHAIRS: Hardball Cider is providing tables and chairs as part of our rental package, unless noted otherwise. We have over 200 chairs with comparable numbers of tables (round and rectangular) to accommodate our venue occupancies. The 60-inch diameter round tables (seats 8) and 96-inch by 30-inch rectangular tables (seats 10). The earliest booking date for a particular day has the first right of selection regarding table types. Each venue will be provided only the maximum number of chairs based on the approved occupancies.

TOILETS: Portable restrooms will be provided for use by only you and your guests. The cost of the portables is included in the rental fee. One or more portables are handicap accessible to ensure all guests are accommodated.

WEATHER: The weather is usually suitable for outside events from April 15 until October 31. Since most of our venues are booked-up for events in advance, please be advised that unless you reserve a tent at the time you book the main reception area, we may not have any additional indoor facilities available to serve as a “weather back-up plan”. Should there be inclement weather on your reserved day, we will approve your last-minute rental of tents, canopies or heaters, provided they are set-up at an acceptable location.

WEDDING REHEARSAL: In order to not conflict with other venue rentals, rehearsals are planned for Thursday evenings (unless a different date is approved). The Lakeside Terrace, The Grand Fire Pits and the 1838 Barn are the only venues that may be available for on-site rental to accommodate a dinner event after the wedding rehearsal. The complex must be vacated after completing the rehearsal program. The main event areas will not be available to decorate after the rehearsal.

WEDDING POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at Hardball Cider. I agree to uphold them and ensure that contractors and members of the event party will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Signature _____