



HOLD HARMLESS WAIVER

The undersigned applicant ("Applicant") understands and agrees that, in consideration for being granted access to and use of the property and facilities of Chenault Vineyards, a Kentucky limited liability company, Applicant assumes any and all risk with respect to such access and use, and hereby releases Chenault Vineyards and Big Valley Land Company, LLC (the owner of the real property), and their respective owners, members, managers, officers, directors, attorneys, employees, contractors, representatives, agents and affiliated companies (collectively, with Chenault Vineyards and Big Valley Land Company, LLC, the "Chenault Affiliates"), from liability for any injuries sustained or damages incurred in the course of such access, including, but not limited to, judgments, assessed fees, settlements and expenses, including, but not limited to, reasonable attorneys' fees and costs. Further, Applicant shall indemnify, defend and hold harmless the Chenault Affiliates from any and all liabilities, losses, claims, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred because of, related to or arising out of the Preferred Caterer Application and Agreement, Applicant's provision of goods and services, including, without limitation, services provided by its owners, employees, contractors and agents, at Chenault Vineyards' facilities, or the undersigned's use of Chenault Vineyards' facilities.

Signature

Date

Title

Vendor Application — Vibe in the Vines

Registration Deadline July 20, 2022

Phone 859-328-7773

Mailing & Office Address:
408 Jason Drive, Ste 105
Richmond, KY 40475

Vineyard Address:
2284 Barnes Mill Rd
Richmond, KY 40475

Info@ChenaultVineyards.com



HOUSE RULES AND REGULATIONS

The Undersigned Vendors and Lessees/Customers and Event Coordinators, agree that the following Rules and Regulations must be followed always, and by all employees of all Vendors providing services at the Facility, and that Chenault Vineyards has the authority to determine, in its sole discretion, whether these Rules and Regulations have been violated:

1. All events at the Facility shall be coordinated by a hired or appointed Event Coordinator. The Event Coordinator shall be the Vendors' and Chenault Vineyards Representatives' point of contact while at the Facility regarding protocol and any other questions and concerns. The Event Coordinator shall work directly with Chenault Vineyards Representatives regarding concerns of Vendors. The Event Coordinator further agrees to meet prior to all events to know how to operate all equipment, lighting, heat/Air, fans, etc. Coordinator will also make sure the drawing or layout of event by Lessee is communicated and followed by all vendors. All vendors are to report directly to the Event Coordinator upon arrival. The Coordinator will ensure all items are satisfactory and if any issues prior to event, day of event, or during event will contact our staff immediately to remedy any issues. The event coordinator is responsible to be on property the day of the event when the first vendor or person arrives, and coordinator is to be the last to leave with Chenault Vineyards Representative.
2. All Vendors are to park behind the reception Hall and at no time should any cars park on main drive causing blocked traffic.
3. Customer may choose any preferred vendor from our list that is provided on our website at www.chenaultvineyards.com. If there is a vendor you wish to hire that is not already approved by Chenault Vineyards then the customer may request the vendor to contact the event coordinator to get all required documents signed, proper insurance coverage and a copy of all Chenault Vineyards rules and regulations. All vendors not providing G/L insurance must be put on the day of event insurance with the Lessee.
4. If a vendor is not a preferred vendor with Chenault Vineyards and wants to work a onetime event all rules and regulation, contracts, Insurance etc. must still be processed to be allowed to work on the property.
5. No outside alcohol may be brought onto, sold or consumed on any portion of the property of Chenault Vineyards. Any entity or person found to be in violation of this rule shall pay Chenault Vineyards a fee of \$500 in addition to any other costs imposed hereunder.
6. No person under the age of 21 years may consume alcohol at the Facility.
7. No person shall sell, serve or consume alcohol at the Facility except as allowed by law. Currently, state law does not allow a caterer or any other third party to sell or serve alcohol at Chenault Vineyards.
8. Vendors and respective employees of Vendors shall not be under the influence of illegal drugs, or alcohol, nor shall they consume any drugs or alcohol, while at the Facility. If this

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occurs, your approved status with Chenault Vineyards shall immediately be revoked and the sheriffs' assistance will be requested.

9. Chenault Vineyards has the right to deny entry to the Facility to any person who has failed to comply with any of these Rules and Regulations. All Vendors and Vendor employees shall report any violation of these Rules and Regulations, whether by a guest, Vendor, etc., immediately to the Coordinator and Chenault Vineyards onsite representative.

10. Every person at the Facility must be respectful and cooperative with all guests and other people at the Facility. Events at Chenault Vineyards are an experience, and all interactions between people at the Facility should be positive and add to, not detract from, the experience.

11. Smoking/Vaping is not permitted anywhere at the Facility except in designated smoking areas. Designated smoking areas are located outside of each building. All burning tobacco must be extinguished in the ashtrays provided and may not be put on the ground. Dry weather conditions can cause fire to catch quickly. Everyone must watch for smokers to smoke in designated areas only!

12. No children may be left unattended at the Facility at any time.

13. No animals except service animals are permitted at the Facility.

14. No fire, fireworks, or other explosives are permitted at the Facility. Candles are permitted for certain events, with prior written approval of Chenault Vineyards. However, all candles must be enclosed in glass with heat protecting bases. The flame must not reach higher than 2 inches below the height of the glass. No burning candles may be placed directly on any table or other Facility surface.

15. No one shall throw confetti, birdseed, artificial flowers, rice, glitter or any other debris while at or in the Facility. Real flower petals and bouquet toss are acceptable for send-off.

16. Decorations for an event may not be hung with tape, wire, staples, nails or screws or on any buildings at the Facility. All decorations must be removed without leaving damage.

17. Except as otherwise specifically permitted in writing by Chenault Vineyards, no nude or boudoir photography is permitted anywhere on the Facility.

18. No furniture not provided by Chenault Vineyards may be left at the Facility (chairs, tables, umbrellas, arbors, tents, etc.) after the end of an event. If furniture is rented from a Vendor, the Vendor shall have the furniture removed by the next business day and time shall be determined by the coordinator and lessee.

19. All Vendors and Vendor employees shall have their respective cleaning and disassembly done and leave the Facility by 12:00AM (midnight). Vendors shall remove all trash and debris from their work area and check with Event Coordinator prior to departure. If Vendor fails to be out on time, then the vendor will be fined \$250.00 per hour unless customer has paid for extended hours. The Event Coordinator and Chenault Vineyard Staff shall be the last to leave facility and that the venue is locked and gates are closed.

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20. Prior to departure from the Facility, the Caterer is responsible for taking all trash from the exterior reception hall receptacle to the dumpster behind the Welcome Center. If any stock needs to be replenished please contact the Chenault Vineyards representative.
21. No food shall be left in or around the Facility.
22. Only Chenault Vineyards staff or Event Coordinator are authorized to use audio and video equipment at the Facility. No Vendor shall use said equipment. This equipment is charged to the customer who has paid for such equipment.
23. All Vendors and outside contractors that come to the Facility must provide Chenault Vineyards with copies of licenses and insurance, where applicable, before being permitted entry to the Facility. If contractors and vendors fail to provide the requested documentation, THEY WILL NOT BE ALLOWED ENTRY.
24. It is the responsibility of each individual Vendor and Vendor employees to safely store personal belongings. Chenault Vineyards is not responsible for any lost or stolen items from the Facility, including, without limitation, its parking areas.
25. No person may touch or pick grapes or touch or handle the vines.
26. The location and number of outlets should be inspected prior to booking an event. Should a Vendor require additional outlets or electricity, prior approval from Chenault Vineyards should be given in writing.
27. No vehicle may be left at the Facility overnight. Any vehicle left at the Facility at event conclusion may be subject to towing at the owner's expense.
28. There is a 5 MPH speed limit on all roads within the Facility that must be observed always and shall not be exceeded.
29. Vendors must park in designated spaces behind the reception hall, but not within view of the reception hall's windows, and may not stray from the roadways to the grass or other areas of the Facility unless specifically approved in writing by Chenault Vineyards.
30. When traveling within the Facility, all persons must be observant of foot traffic and vehicular traffic so as not to injure others or damage any real or personal property of Chenault Vineyards or others and must keep music from their vehicle to a low volume. Please be respectful upon entering the facility at the Welcome Center and advise guests not to park at Welcome Center for the Event. We recommend that Lessee provide directional signage to assist guests.
31. The Undersigned Vendor agrees to provide the Event Coordinator with a copy of all vendors' schedule of service times, delivery times, and pick up times no less than 60 days prior to the event. The vendor will give all information to the coordinator who will then coordinate gate openings, doors unlocked, etc. and availability to the facility. If we do not have vendors times above, hold harmless, and this signed agreement, the vendor will not be allowed on the facilities.
32. During rehearsal if you are not getting married in one of the venues the venues will not be unlocked. Please advise your guest to drive slowly thru the facility upon entering and exiting.
33. All Vendors providing services at the venues will enter through service or back doors only of the reception hall, Food providers will enter thru garage door at reception Hall. Vendors

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are not permitted to drive on grass or landscaping for loading and unloading. Only preapproved equipment is allowed off roadways. At no point are vehicles or equipment allowed at the ceremony point.

34. Any Vendor contracted to have a booth and/or space in which they will sell goods, crafts, etc. to the public shall pay a flat, non-refundable fee to Chenault Vineyards. This fee shall be paid to Chenault Vineyards at time of application for contracted event and shall not be refundable to Vendor under any circumstances, including event cancellation or failure to appear by Vendor.

35. All ticketed events at Chenault Vineyards are rain or shine, unless otherwise specified in writing by Chenault Vineyards.

36. If the ticketed event is rescheduled by Chenault Vineyards due to weather, Vendor must appear and provide its services on the rescheduled date or will forfeit all sums deposited to Chenault Vineyards for the event.

37. Any Vendor contracted to appear, provide services, or perform at an event must be on premises at its specified time, regardless of weather. If Vendor's service involves the outdoors and lightening is present, Vendor will wait on premises for approximately 30 minutes for lightening to dissipate, before beginning service, and will only begin service OR be dismissed from the premises with verbal instruction from Chenault Vineyards. If Vendor fails to appear at its contracted time, Vendor will forfeit all sums deposited to Chenault Vineyards for the event.

38. In addition to the fees set forth above, the Undersigned Vendor, Lessee, or coordinator will be responsible and liable for all damage caused by any violations of these Rules and Regulations.

The Undersigned Vendor, Lessee, Event Coordinator/Host hereby agrees to assume any and all risk with respect to the access and use of the Facility and hereby releases Chenault Vineyards, Chenault Land and Cattle and Big Valley Land Company, LLC (the owner of the property) and their respective owners, members, managers, officers, directors, attorneys, employees, contractors, representatives, agents and affiliated companies (collectively, with Chenault Vineyards, Chenault Land and Cattle and Big Valley Land Company, LLC, the "Chenault Affiliates") from liability for any injury sustained or damages incurred in the cause of such access or use, including, but not limited to judgments, assessed fees, settlement and expenses, including, but not limited to, reasonable attorneys' fees and costs. The Undersigned Vendor shall indemnify, defend and hold harmless the Chenault Affiliates from any and all liabilities, losses, claims, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred because of, related to or arising out of the Undersigned Vendor's use of the Facility, including, without limitation, the use of the Facility by Undersigned Vendor's guests, employees, agents, vendors and contractors, as applicable, activities at the Facility, provision of goods and services at the Facility, and failure to follow these Rules and Regulations.

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By the signature below, the Undersigned Vendor, Lessee, Event Coordinator/Host agrees to follow and be bound by these Rules and Regulations, including, without limitation, the agreement to pay all fees and damages set forth herein and the release and indemnification provision above.

Vendor Lessee or Event Coordinator

By: _____

Title: _____

Date: _____

Initial each page of the contract!

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