

ALCOHOL AGREEMENT

THIS AGREEMENT is made and entered into by and between Mitas Hill Vineyard, LLC ("Mitas Hill") located at 2300 Vineyard Hill Lane, McKinney, TX 75071 and

	("Client").
1.	GENERAL INFORMATION
	The term of this Agreement shall be limited to the date specified for the event during the times set forth herein.
	Event:
	Date: Start Time: End Time:
	The Client agrees to abide by the general rules and regulations of Mitas Hill, including the rules set forth in this Agreement and any policies or safety rules that may be established by Mitas Hill at its sole discretion and at any time.
	The Client may serve <u>Mitas Hill Wine</u> and <u>Champagne</u> and <u>Beer</u> and <u>Premixed Signature Drinks</u> at the event. The Client may serve alcohol provided that the Client, the Client's agents, vendors, and representatives, shall NOT charge any amounts for alcohol.
	The Client agrees to hire a bonded and insured Bartending Service ("Vendor") with TABC Certified Bartenders to serve the alcohol. The Vendor must be pre-approved by Mitas Hill . During the event, the Vendor must provide one bartender for every 75 guests and must be present at all times when alcohol is being served. The Vendor must bring in all alcohol that is to be served. Mitas Hill does NOT allow the Client to BYOB on the premises for any reason. Mitas Hill does NOT allow alcohol to be served as shots, on the rocks or as <i>open bar</i> drinks. The Premixed Signature Drinks must be premixed by the Vendor.
	The Client agrees to purchase Host Liquor Liability insurance for a minimum of \$1,000,000 per occurrence for the day of the event and list Mitas Hill Vineyard LLC as an "additional insured party" on the insurance policy. It is mandatory that a copy of the insurance policy must be made available to Mitas Hill in advance of the event.
	The Client agrees that all alcohol is purchased in advance of the event and brought to the Mitas Hill premise by the Vendor on the day of the event. TABC requires a copy of the receipt (i.e. proof of purchase) be made available to Mitas Hill on the day of the event. Alcohol cannot be stored on the Mitas Hill premise overnight. All alcohol must be removed from the premise at conclusion of your event.
	The Client and/or Vendor will provide bar accessories, including but not limited to glasses, setups and ice. The Vendor will be allowed to setup one hour prior to the event and must take down and clean up at the end of the event. Alcohol cannot be served before 1:00 p.m. or after 10:00 p.m. on the day of the event. The Security Guard will close the bar at 10:00 p.m.
	The Client, the Client's agents, vendors, and representatives, agree to comply with and obey all laws, Federal State, and Local, including but not limited to the Texas Alcoholic Beverage Commission, all ordinances of Collin County, all rules, regulations and requirements of Mitas Hill, the local Sheriff's department and the Security Guard on duty.
AG	REED TO BY(initials)



For purposes of safety and adherence to the law, the Client must honor and require all their guests to honor any and all TABC rules and regulations.

SECTION 106.03 OF THE TEXAS ALCOHOLIC BEVERAGE CODE MAKES IT A CRIME TO SELL/SERVE ALCOHOLIC BEVERAGES TO A MINOR. CLIENT WILL NOT SERVE OR PROVIDE ALCOHOL TO ANY PERSON UNDER THE AGE OF 21 OR ANYONE UNWILLING TO PROVIDE AUTHENTIC DOCUMENTATION PROVING THE INDIVIDUAL IS OF LEGAL DRINKING AGE.

SECTION 101.63 OF THE TEXAS ALCOHOLIC BEVERAGE CODE MAKES IT A CRIME TO SELL/SERVE ALCOHOLIC BEVERAGES TO AN INTOXICATED PERSON. SELLING/SERVING ALCOHOL TO AN INTOXICATED PERSON IS PUNISHABLE BY A FINE AND/OR UP TO ONE YEAR IN JAIL. BARTENDERS, WAIT STAFF, AND STORE CLERKS ARE LEGALLY OBLIGATED TO LOOK FOR SIGNS OF INTOXICATION AND TO REFUSE SERVICE TO SOMEONE WHO APPEARS TO BE INTOXICATED. SHOULD A CONCERN REGARDING INTOXICATION OF A GUEST ARISE, ANY STAFF MEMBER OF MITAS HILL MAY MAKE ARRANGEMENTS FOR THE INDIVIDUAL(S) TO BE REMOVED FROM THE PREMISES AND CHARGED ACCORDINGLY FOR THAT EXPENSE.

The Client and their guests shall conduct themselves properly and appropriately at all times while at Mitas Hill. As the Client, you understand and agree that it is your sole responsibility to ensure that you and your guests do not become intoxicated at any time during the event. Should you or your guests become intoxicated or impaired, it is your sole responsibility to ensure that you and your guests do not drive a motor vehicle and that you secure alternate transportation, and pay for such transportation as necessary. You further understand and agree that Mitas Hill personnel may remove you or your guests from the event should you or your guests become intoxicated or impaired or otherwise act inappropriately.

Mitas Hill reserves the right to stop the Client, the Client's agents, vendors, and representatives, from serving or delivering alcohol at any time at its sole discretion. Mitas Hill reserves the right to shut down the event if the Client fails to meet or violates any term of this Agreement. Additionally, if the event is shut down early for any reason deemed appropriate by Mitas Hill, the Client will not be reimbursed any monies.

Signature:		
Client Name:	Date:	
(Please print		
Mailing Address:		
Phone:	Email:	

AGREED TO BY _____ (initials)



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