

VENDOR AGREEMENT

This Vendor Agreement ("VA") is between _____ ("Vendor") and Beets Catering, Inc., also doing business as Palm Event Center in the Vineyard ("Palm") and/or Casa Real at Ruby Hill Winery ("Casa Real"), hereinafter collectively "Beets Hospitality Group." This Agreement has been entered into on the _____ day of _____ in the year _____ (Today's Date).

VENDOR INFORMATION

Company Name: _____

Alt. Company Name/D.B.A.(s): _____

Owner/Representative Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Business Phone Number: _____ Alternate/Cell Phone Number: _____

Contact Email Address: _____ Website: _____

Vendor Instagram Handle: __@_____ Vendor TikTok Handle: __@_____

Services Your Company Provides: _____

TERMS AND CONDITIONS

VENDOR REQUIREMENTS AND ELIGIBILITY

Vendor agrees to have a fully executed version of the VA and listed insurance requirements on file with Beets Hospitality Group. If Vendor does not or is unable to provide the required documentation, they will not be allowed to work at the Palm/Casa Real or any affiliate property of Beets Hospitality Group. Vendor may lose eligibility to work on-site, provide services and/or deliver product(s) to the Palm/Casa Real at any time at the sole discretion of Beets Hospitality Group. In the event the Vendor loses its eligibility, all subsidiaries, related entities, affiliated companies and related companies under a different fictitious business name similarly lose their eligibility to work on-site, provide services and/or deliver product(s) to the Palm/Casa Real.

Vendors are not allowed to subcontract to other Vendors, affiliates, subsidiaries, companies, businesses, independent contractors, etc. (collectively "subcontractor(s)"), unless each subcontractor(s) meets Beets Hospitality Group's Vendor Requirements as identified here in this VA and has been pre-approved by Beets Hospitality Group in writing. Any approved subcontract shall not release Vendor of its obligations and liability under this VA.

Vendor shall not hold Beets Hospitality Group liable for loss of funds or for the inconvenience or damage to include the loss of funds if Vendor and/or subcontractor is or becomes ineligible to work on-site or provide/deliver items, services and/or entertainment at the Palm/Casa Real. Beets Hospitality Group reserves the right to request and/or require proof of insurance from individuals or entities not otherwise described above.

Vendor agrees to submit any additional certificate requirements that Beets Hospitality Group deems necessary (e.g. health certificate, business license or OSHA certifications). Caterers agree to submit Vendor Addendum (Addendum to this VA) and requirements in addition to this VA.

INSURANCE REQUIREMENTS

Vendor agrees to procure and maintain at their own expense the following insurance coverage:

1. A Commercial General Liability policy valid on the date of the Event showing limits of One Million Dollars (\$1,000,000.00) USD Per Occurrence and Two Million Dollars (\$2,000,000.00) USD General Aggregate from an insurance company authorized to do business in California with Certificate Holder listed as Beets Catering, Inc. with the address 316 Stealth Court, Livermore CA 94551. The following vendor categories are also required to have a Waiver of Subrogation in favor of Beets Catering, Inc.: Exclusive Ceiling & Drapery vendors; Exclusive Party Rental vendors; Tenting/Structural vendors; Outside Caterers; and Preferred Florists allowed to hang décor in the ceiling;
2. Additional Insured coverage must be included in the Vendor's Commercial General Liability policy with the additional insured listed specifically in the remarks section as: "Beets Catering, Inc., d.b.a Casa Real, d.b.a. Palm Event Center, Its Directors, Officers, Their Employees, Agents, And Representatives are named as additional insured per the attached Additional Insured Endorsement for all operations performed by the name insured on the following premises: 410 Vineyard Ave, Pleasanton CA 94566 and 1184 Vineyard Ave, Pleasanton CA 94566.";
3. For Exclusive Ceiling & Drapery vendors, Tenting/Structural vendors, Exclusive Party vendors, and Outside Caterers, Workers Compensation Liability Insurance with a Waiver of Subrogation in favor of Beets Catering, Inc. in the amount of One Million Dollars (\$1,000,000.00) USD is required. All other Vendors must have Workers Compensation Liability Insurance when required by law;

Some Vendors may be required to meet additional requirements when deemed necessary by Beets Hospitality Group. All insurance required by this VA must be valid for the date of each event worked at the Palm/Casa Real and must be on file with Beets Hospitality Group. All required certificates must be on file thirty (30) days prior to working an event. Vendor shall advise Beets Hospitality Group of any change in its insurance coverage at least thirty (30) days prior to the effective date of such change.

Vendor agrees to procure and maintain any and all federal and state insurance required under the law and/or any additional insurance requirements Beets Hospitality Group deems necessary. Vendor's liability and indemnification obligations described in this VA will not be waived, reduced or limited by the insurance policy limits that Vendor chooses to purchase or by Vendor's failure to produce to Beets Hospitality Group the written certificates as required.

AUTHORITY

Beets Hospitality Group holds the sole and absolute discretion to determine what décor element, items, services, and entertainment will be allowed at the Palm and Casa Real facilities. Vendor understands that should the Client or Vendor fail to disclose décor, an item, service or entertainment, the Palm and Casa Real staff reserves the right to refuse its delivery, access to, or use at the Event. Beets Hospitality Group will not be held liable for any décor, item, service, or entertainment denied by Beets Hospitality Group due to lack to full disclosure and/or failure to adhere to contracted requirements. While a Casa Real or Palm coordinator and staff will oversee installation and setup of rented/designed décor and make general decisions regarding placement, etc., Beets Hospitality Group will not be held liable to oversee a specific designer or setup instructions provided by the Client or Vendor. The contracted Vendors should be informed of and responsible for all details associated with their item, service, or entertainment.

CONDUCT, SAFETY, & ALCOHOL

While on-site at the Palm or Casa Real, Vendors are expected to: treat all guests, clients, employees and fellow Vendors with respect and professional courtesy and exhibit ethical behavior. Vendor shall make every effort to contribute to a safe and hazard-free environment. This includes but is not limited to: properly covering and/or taping down cords; placing equipment and/or equipment bags in a tucked away room or space; standing only on proper equipment (i.e. a ladder or step stool to gain elevation to install/remove equipment or décor - standing on chairs or other venue equipment/infrastructure is prohibited). Vendors must bring their own ladder or step stool; in addition to any tools/supplies they need to perform their services. Vendors providing lithium batteries must be plugged directly into an outlet and not into a power strip. Vendors may not invite unauthorized guests to events.

Additionally, Vendors are prohibited from drinking alcoholic beverages on venue grounds. Drinking is strictly prohibited regardless of relationship with client/guests.

Clients and Vendors are prohibited from smoking indoors. Smoking includes, but is not limited to: cigarettes; cigars; smokeless tobacco; e-cigarettes; and/or vaping. Due to ABC licensing, smoking cannabis is not permitted anywhere on the property, indoors or outdoors. Cannabis and CBD products are not permitted.

In the event of inclement or extreme weather (i.e. rain, wind, extreme heat [100-degrees F or higher], unsafe air quality [over 151 AQI], etc.), Beets Hospitality Group has the sole authority to move an Event inside. Beets Hospitality Group will immediately communicate with the Client if conditions are deemed unsafe for the Client, their guests, vendors, and staff.

ATTIRE

During event hours, our staff will be professionally dressed in all black. We require Vendors to adhere to a professional or business casual attire (to include jeans, and clean, pressed t-shirts) when working on property. Please avoid items that are torn, ripped, have holes, or are too casual in nature. Athletic wear, such as gym shorts, biking shorts, and short tennis skirts, should also be avoided.

DELIVERY AND PICKUP OF RENTALS

Beets Hospitality Group must approve delivery and pickup times. For rental items/products requiring same-day delivery and pickup, Beets Hospitality Group will set a timeframe for both. Some rental items/products will require a specific time for delivery and pickup. The delivery time will be based on the needs for item(s) to accomplish setup. The pickup time is based on the post-Event Access Time. Beets Hospitality Group is not liable for the additional costs of delivery and/or pickup based on the times set, as this could include a shortened timeframe or after-hour delivery and/or pickup.

PRE-EVENT AND POST-EVENT ACCESS TO VENUE AND GROUNDS

Vendors will not be allowed into the venue or onto the grounds prior to the contracted access time. Access to the venue begins two-and-a-half (2.5) hours prior to the event, unless the client has contracted additional hours. For Beets Hospitality Group Preferred Vendors, normal Access Time begins at 8:00am the day of the Event, when the venue is available.

Preferred and non-preferred Vendors have one (1) hour for teardown and removal. Pre-Event or post-Event additional Access Hours, at the discretion of Beets Hospitality Group, may be purchased based on availability.

Additional Non-Preferred Vendor Access Time can be added for Three Hundred Dollars (\$300.00) per hour up to fourteen (14) days prior to the Event Date. With the purchase of additional Vendor Access Time, the property will still be open for regular business use (i.e. tours, rehearsals, meetings, etc.). Beets will not be responsible for moving and/or protecting Vendor items. It is the Vendor's responsibility to check-in with the coordinator to see which space(s) will be used for that day's rehearsal(s). Vendors would still be permitted to set up in an alternate space prior to, and during, the rehearsal.

Additional Exclusive Client Access time can be added for Five Hundred Dollars (\$500.00), per hour, up to thirty (30) days prior to the Event Date. With the purchase of additional Client Access Time, the property will be closed for the Client and Vendor team's exclusive use of the Dressing Suite and Venue, with no tours or rehearsals taking place.

When additional Access Hours are needed outside of the Palm or Casa Real's operating hours of 8am-5pm by the Client or Client's Vendor(s), Access Hour(s) will be charged at a rate of Five Hundred Dollars (\$500.00) per hour.

Additionally, Vendors are prohibited from holding meetings on-site during access or event hours. Meetings with clients of the venue can be held on-site during non-event hours and by appointment only.

LOADING, UNLOADING, SETUP & BREAKDOWN

All loading and unloading must take place through the marked "Deliveries / Vendor Entrance" and/or roll-up door located on the far-right side of the buildings (when facing the front door of either event venue). The roll-up door is provided for active in-and-out access and should remain closed at all other times. All vehicles should be moved to a parking spot immediately following unloading. Vendors should clean up their debris, supplies and boxes. When the on-site cardboard recycling bin is to be used, cardboard boxes must be broken down. All Vendor-provided items and decorations must be removed immediately at the end of the event. Breakdown of the Reception area decor prior to the Event End Time is prohibited unless authorized by Beets Hospitality Group and the Client. Any ceiling greenery/floral arrangements brought on-site by a Vendor must be taken off the property upon the conclusion of the Event. No ceiling debris, greenery or floral arrangements may be disposed in Beets Hospitality Group's trash bins or dumpsters.

PROHIBITIONS

The Palm and Casa Real prohibit the following: "last call" announcement for bar; open seating; flowers and candles floating in the property's fountains; open flames; sparklers; cold sparklers; fog machines; dry ice; Co2 guns; scented candles; the use of faux petals outdoors; use of bubbles indoors; indoor music louder than 85dB; man-made items shot or released into the air (i.e. wish/floating lanterns, balloons, etc.); most disposable aisle runners; floor decals; real candles with flames on the floor (with the exception of the ceremony altar); hurricane vases filled with water on the floor; smoke bombs; all types of confetti; glitter; birdseed; and rice. No tape, adhesives/decals, tacks, or glue shall be allowed on the walls, surfaces, floors,

or structures of the facility. All candles, including taper candles, must be enclosed and have a bottom. Favours containing alcohol are prohibited from being displayed on self-serve tables. If Client violates any prohibitions, Beets Hospitality Group will impose a fine of a minimum of one thousand dollars (\$1,000.00) per infraction and have the authority to terminate the Event.

HEAVY MACHINERY

The use of heavy machinery (scissor lift, fork lift, etc.) must be pre-approved by the Palm/Casa Real and all operators must carry proper certification when applicable.

PHOTOGRAPHY & VIDEOGRAPHY RESTRICTIONS

Palm clients do not have access to Casa Real venue and grounds on the day of their event. Casa Real clients do not have access to Palm Event Center venue and grounds on the day of their event.

The adjacent winery tasting rooms are not the property of the Palm or Casa Real; Palm and Casa Real clients do not have access to these spaces for photos; including the tasting rooms, the Rubino duck boat and Mello Cielo bus. Photos are permitted in the vineyards; however, the agriculture must be respected as these grapes are used for wine production.

No drones are allowed inside the venues. Drones are permitted outside during approved Access and Event Time hours.

The driveway must be accessible at all times to oncoming and outgoing winery and homeowner access.

Beets Hospitality Group is not responsible for removal of winery property and equipment (e.g. Duck Boat).

TENTS / AWNINGS / FABRIC STRUCTURES

Beets Hospitality Group requires that all OSHA, city, county, state and/or government laws, regulations, fire and safety codes be followed. Any décor installed or contracted by a Vendor must meet all such requirements. Strict requirements regarding fire and safety codes are required for all tents, walled or un-walled, awnings, and other fabric enclosures (herein after "tent[s]"). This could include, but is not limited to, city permits and Fire Marshall approval. All such structures must be properly anchored to withstand the elements of weather and prevent against collapsing. Freestanding structures should not exceed 10'wx10'h. Any dimension outside of this range will be required to be rented from a preferred Vendor. Freestanding structures are required to have base weights and/or sandbags for stability/safety purposes.

Vendors are required to research, know, and follow all appropriate fire and safety codes current on the installation/Event Date. Beets Hospitality Group will not be held financially liable for negligence on part of Vendor or failure to meet/follow laws preventing or adjusting installation. When applicable, Vendor is required to coordinate day-of, on-site Fire Marshall inspection and receive approval/permitting. If required inspection and/or permitting are not obtained, it will be required that the structure be removed from the property prior to the Event start time or will remain closed at no liability or cost to Beets Hospitality Group.

Additionally, only water or sand barrels can be used to anchor large structures; stakes in the ground, trees, landscaping and/or the building cannot be used to support tents, awnings, and other temporary structures. Beets Hospitality Group holds the absolute right to restrict or deny installation of any product.

FLORALS / STRUCTURES

Beets Hospitality Group will not be responsible for moving structures, arbors, or any attached floral arrangements, during or after the Event.

Florist team is required to stay to repurpose items from ceremony to reception if design warrants repurposing. If florist is not able to stay to repurpose items, this must be communicated and agreed to by Beets Hospitality Group staff ahead of time.

EXCLUSIVE PARTNERS

All tabletop (i.e. chargers, napkins, china, flatware, and glassware), chairs, dining tables, and linens must be rented through one of Beets Hospitality Group's Exclusive Party Rental Partners, and may not be provided by the Client or a non-Exclusive Vendor. All other rental items may be rented from a non-Exclusive Party Rental Partner who meets the Vendor Agreement requirements.

All drapery larger than 10' wide, all lighting, and any item(s) suspended from the ceiling or building infrastructure (décor, A/V. etc.), must be contracted and installed by a Beets Hospitality Group Exclusive Partner or other vendor approved by Beets Hospitality Group. A scissor lift is needed to go into the ceiling and may be rented by the Client for a fee. All drapery must be sprayed to be fire-retardant. This includes mandaps or backdrops built of pipe and drape or any fabric backdrop.

Only Preferred Florists listed on the Beets Hospitality Group Preferred Vendor List may hang décor/flowers in the ceiling in conjunction with an Exclusive Ceiling Vendor.

VENUE DÉCOR

Beets Hospitality Group has venue décor items, such as barrels (Palm), indoor and outdoor lounge furniture (Palm), Entrance Hall furniture (Casa Real), Dressing Suite/Green Room furniture, and plants, which will not be moved unless Beets Hospitality Group agrees to the request, in which case moving and storage fees will be charged. Certain items cannot be moved.

CAKES

All perishable and non-perishable tiered cakes, perishable sheet/single-tier cakes, and perishable desserts must be delivered by a vendor who meets the Vendor Agreement requirements. Perishable cakes are defined as having pastry cream, whipped cream, cream-based fillings, custard, fresh fruit, and/or cream cheese frosting. For bakeries located sixty (60) miles or greater from the Palm Event Center or Casa Real, a refrigerated truck must be used. Bakeries must also set up and move (if applicable) their tiered cake to the cake/dessert table. For all perishable cakes, the bakery must discuss with the venue the expected delivery time. The venue holds the right to not present and serve the cake if we deem it not safe. The bakery is responsible for any touch ups and to remedy any structural damage upon arrival. The bakery must have on-site all necessary tools (i.e. extra frosting, proper decorating knife, flowers, etc.).

LOST AND FOUND

If a Vendor has left an item or piece of equipment behind, the Palm or Casa Real will hold the item for no more than seven (7) days. The day following the deadline listed, the item(s) will either be disposed or donated. Beets Hospitality Group has no financial responsibility for any costs or fees charged to Client by a Vendor due to items or pieces of equipment that are disposed or donated after the applicable time frames described in this provision.

HOLD HARMLESS / INDEMNITY

To the fullest extent permitted by law, Vendor hereby agrees to indemnify, defend, and hold Beets Hospitality Group, its subsidiaries and affiliate companies and each of their respective officers, shareholders, employees, directors, and agents harmless from and against any and all losses, harms, injuries, death, damages, claims, causes of actions, costs, expenses (including attorneys' fees and costs), liabilities arising from, or in connection with: 1) the occupancy and/or use of the facilities, including, but not limited to the Palm and Casa Real; 2) services performed at the facilities, including, but not limited to, the Palm or Casa Real by Vendor; 3) breach of this Agreement by Vendor; 4) infringement of the intellectual property rights of third parties, or 5) requests for payment from Vendor and its employees, third parties, contractors, representatives, or agents, except those claims arising out of the gross negligence or willful misconduct of Beets Hospitality Group.

LAWS & REGULATIONS

Vendors are expected to have knowledge of and observe all federal, state, county and local laws and obtain any license, permit or certification required by law for the business and/or product/service being provided; and follow all OSHA, state, city, county and/or government laws, regulations, fire and safety codes. Any item installed or contracted by a Vendor must meet all such requirements. This prohibits the use of: open flames; sparklers; blocking of certain exits with drapery, stages, etc. Appropriate "Exit" signs must be visible at all times.

GOVERNMENTAL RULES AND REGULATION CHANGES

Governmental rules and regulation changes not currently noted may affect terms of this VA. This may include new environmental regulations. Vendors must abide by any and all federal, state, and local governmental rules and regulations while on property. Vendor understands that Beets Hospitality Group cannot change any federal, state, and local government rules and regulations and will not hold Beets Hospitality Group liable for any changes due to any aforementioned governmental rules and regulations. If Vendor does not comply with any and all federal, state, and local government rules and regulations, Beets Hospitality Group has the authority to ask them to leave the property and will not be held responsible for any loss of business or lost wages.

NON-PAYMENT

Under no circumstances will Beets Hospitality Group be held responsible for any payments between Vendor and Vendor's clients.

TERMINATION

Beets Hospitality Group has the right to terminate this VA with or without cause and without liability by providing written notice to Vendor.

FORCE MAJEURE

If events beyond the reasonable control of Beets Hospitality Group, including but not limited to, acts of God, natural disasters, earthquakes, fires, blackouts, riots, pandemics, epidemics, quarantine, war in the United States or terrorist attacks, national or regional emergency, strikes, industrial disturbances, civil unrest, active shooters, order or act of government or governmental instrumentality (whether foreign, federal, state or local), or other such exceptional event beyond Beets Hospitality Group's control, which was unavoidable and not attributable to either party, occur Beets Hospitality Group shall have the right but not the obligation in its sole discretion to terminate this VA, without liability, upon written notice.

It is the sole responsibility of the Vendor and Vendor's subcontractor(s) to coordinate refunds or any or all fees with the Client. Beets Hospitality Group shall not be held liable for any negotiation or payment of any refund between Client and Vendor or Vendor's subcontractor(s).

ATTORNEY'S FEES

In the event of any dispute, claim, arbitration, or litigation based upon, or arising out of, or relating to, the breach, enforcement, or interpretation of any of the provisions of this VA after its complete execution by the parties, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and expenses.

PARTIAL INVALIDITY

If any term, clause or portion of this VA be deemed invalid or unenforceable, the remainder of this VA shall remain intact and enforced to the fullest extent of the law.

WAIVER

If either party agrees to waive its right to enforce any term of this VA, it does not waive its right to enforce any other terms of this VA.

GOVERNING LAW


This VA shall be governed by and construed under the laws of the State of California without giving effect to any choice or conflict of law provision.

ENTIRE AGREEMENT

This VA constitutes the entire agreement between the parties, supersedes all other written and oral agreements between parties concerning its subject matter, and may not be amended except in writing and signed by Beets Hospitality Group and the Vendor. This Agreement may be signed in counterparts, which will be binding as if all parties signed the original of this Agreement. This Agreement may be returned to Beets Hospitality Group by facsimile or email. Delivery of this Agreement by facsimile or email shall have the same force and effect as if the Agreement had an inked original signature or signatures.

AGREEMENT

As a representative of _____, I agree that all employees of said company who work on-site at the Palm/Casa Real will be informed of and abide by the above policies. I understand that approval to work at the Palm and Casa Real is provisional and is subject to change at anytime. I represent that I have the authority to execute this Agreement.

Signature:  _____ Date: _____

Representative's Name: _____ Title: _____

Next Event At Property:

Date Of Event: _____ Client Last Name: _____

Casa Real

Palm