THE BARNS AT COOPER MOLERA

THE EVENTS by CLASSIC GROUP
VENUES · SERVICE · CUISINE

RESERVATION CONTRACT **SALES MANAGER: Amanda Hope**

CLIENT INFORMATION

Client Name: IEEE-OES Marine Imaging Workshop 2024 Contact: William Kirkwood
Full Address: 7700 Sandholdt Rd, Moss Landing, CA 95039
Email: kiwi@mbari.org Phone Number: (831) 775-1707

EVENT DETAILS

Event Name: Marine Imaginge Workshop 2024
Event Theme: Corporate Event
Style of Service: Stations
# of Guests: 150
Event Date: Wednesday, October 9, 2024 Start Time: 6:00 pm - End Time: 10:00 pm

PRICING DETAILS

Food & Beverage Minimum: $14,150.00

Venue Fee:	$4,000.00
Menu Package $63.00 x 150 guests:	$9,450.00
Dessert $10.00 x 150 guests:	$1,500.00
Chef Fee $150 x 2:	$300.00
Consumption Bar Estimate $16.00 x 150 guests:	$2,400.00
Bartender Fee $250.00 x 2:	$500.00
Subtotal:	$18,150.00
22% Operations Fee:	$3,113.00
Tax:	$1,596.83
Total:	$22,859.83

Food & Beverage totals based on guest count and current menu packages and/or custom proposal.

All adjustments must be confirmed and finalized no later than 21 days prior to the event and a final amended balance (if any) will be submitted to Client no later than 10 days prior to event. Should your final guest count fall below the contracted Food & Beverage Minimum, ask your Event Manager for a list of options that are available to meet the contracted minimum.

PAYMENT PLAN

DUE DATE	AMOUNT DUE
4/3/2024	$4,000.00
7/9/2024	$9,429.92
7/9/2024	$9,429.91

Final Balance* (if any) is due 10 days before event.
**Final Balance is based on final guest count if above contracted count, & will reflect any rental, beverage or menu changes.*
*** Sales tax rates are subject to change and California prevailing tax rates must be charged as of the date of the event.*

Please make checks payable to Events by Classic. Non-payment of any amount due may be considered a cancellation. Client acknowledges that they have read and accept The Barns at Cooper Molera Reservation Contract in its entirety, and client agrees to all costs, policies and payment terms as outlined. **PLEASE INITIAL ALL PAGES & RETURN ENTIRE CONTRACT within 3 days of receipt**. **THANK YOU!**

I understand and agree that by signing below, I am ultimately responsible for payment of all services rendered.

______________________ __William Kirkwood___ __22 May 2024_
Client Signature Printed Name Date of Signature

Client's Initials _WJK_

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Reservations & Payments: The arrangements in this agreement are being held on a first option basis until we have the signed contract and non-refundable booking fee.
Once we receive the booking fee and signed contract, we will immediately block your date in our event calendar, and not entertain any other events for this date.
Payments are accepted in cash, check, eCheck, or credit card. Credit card payments have a 3% transaction fee.

Cancellations: Client acknowledges that in entering into the contract, the Venue has reserved the space provided in the contract to the exclusion of other business opportunities. The Client further acknowledges that the cancellation of the contract will result in the loss of food and beverage revenues and associated fees which the venue will not be able to recoup.

Payment of cancellation fees would be due within 48 hours of notification. The Client would be responsible for any costs associated with the collection of the amount due.

Percentage of Total Minimum Contracted Revenue

270 days or more prior to event	20% of Total Contracted Revenues or $3,500.00 (whichever is higher)
180 days to 269 days prior to event	50% of Total Contracted Revenues
90 days to 179 days prior to event	75% of Total Contracted Revenues
89 days or less prior to event	100% of Total Contracted Revenues

A Force Majeure Event is the occurrence of any circumstance beyond the control of one or both parties that make performance of the Agreement impossible or illegal. Those circumstances may include, but are not limited to, acts of God; fires, earthquakes, and floods, declared or undeclared war or a threat of war or other hostilities, acts of terrorism, coups or civil disorder; and/or outbreak of disease or pandemic where legal mandates prohibit the event to occur. In such event, all payments made, and monies paid by Client shall be refunded except a $3,500.00 booking fee for liquidated damages and incurred costs.

All cancellations must be submitted in writing.

If your event is postponed with notice given 300 days (10 months) prior to original date, we will apply the booking fee to your new date, if that date is open; this is a one-time courtesy and the most current prices will apply to the new date.

If your event is postponed with less than 300 days' notice, your initial booking fee will be retained. Should you wish to book a new date, an additional $3,500 booking fee will be required.

Guarantees: Your guaranteed final count is required 21 days prior to the event. If you don't provide us with a guaranteed count, The Barns will use the estimated number of guests provided at the time of initial reservation as the final count for room preparation and food preparation. The guest count can go up after that, but not down as we will have already made food order, staffing and rental commitments for the event.
Menu Pricing: Should a menu ingredient become either inaccessible or price-restrictive due to a natural disaster or acts out of our control, Classic Catering retains the right to negotiate a menu substitution. Every effort will be made to avoid this issue.

Venue Information: Equipment Provided: Propane Heaters, Tables, chairs, linen, glassware, dinnerware, flatware to service 200 guests. Up to two bars, one inside and one outside (depending on weather and size of event).
A host of event enhancements are available such as: décor, and specialty equipment. All rentals must be provided and billed through the Events by Classic Group. All rentals are subject to 25% mark up to cover loss, damage, logistics and coordination.

Gratuities & Operations Fee: A gratuity has not been added to your contract; instead it is graciously left to your discretion but always appreciated by your event staff. The operations fee in your contract applies to all food, beverage and upgraded rental items. This covers expenses incurred to produce the event such as logistics planning, administration, licenses, equipment, recycling/trash removal, liability coverage, etc. If you would like to leave a gratuity for your staff, please indicate the amount here as either a percentage of the food and beverage total, or as a specified amount. Thank you!
___NA___% of Food & Beverage Charge or $2000.00

Event End Time: Events must end by 10 pm.

Maintenance, Repairs & Renovations: The company not only strives to maintain this beautiful and historic property in pristine condition but may also choose to make renovations as necessary in the best interest of the property and health of the company. Maintenance and repair projects can run the gamut from new paint to repairing a retaining wall or replacing worn carpets and

Client's Initials __WJK_

floors. As well, sometimes furniture or fixtures break and need to be replaced. While we take no responsibility for keeping everything exactly as it looks today, it is a goal that our routine maintenance and fix-it projects attempt to do that, but it is not guaranteed. While minor changes will not be brought to your attention, if renovations beyond that scope are on the horizon, we will share our plans with you as soon as they have been determined.

Care of the Barns' Facilities: Being a historical property, great care has been taken in the preservation and renovation of the entire Cooper Molera property and grounds, and we respectfully request that your group treat the entire property with the utmost care and respect abiding by the following.
No items may be attached by any means to the walls, floors, or other parts of the furniture or buildings.
The Barns specifically prohibits small loose items (i.e. confetti, glitter, rice, birdseed) balloons, or flammables.
All candles must be wax-based, no oil or gel candles are allowed, and are required to have glass shields or hurricane lamps. No open flames are allowed.
Neither vendors nor client or guests may move furniture or furnishings for any reason. Please discuss with the Event Manager if you are interested in rearranging or removing furniture.
All Florals must be in leak-proof pots.
Any violation of these policies will result in a minimum $250.00 cleaning fee charged to your account.

Overtime: Client agrees to have all guests and vendors vacate The Barns at the end time indicated on the final contract. If the event extends beyond the scheduled ending time, Client understands and agrees that an additional $350.00 per any portion of 30-minute increments, plus tax and service charge, will be billed to their credit card to cover the cost of additional labor. However, at no time can any event exceed the time noted in the Event Details section on page 1.

Removal of Materials: You will be expected to remove all decorations, personal items, supplies, etc., leaving The Barns within 30 minutes following the event. We recommend assigning a person to be responsible for this. Neither the Barns or staff is responsible for any materials or equipment which you or your vendors leave behind.

Set-up and Arrival Time: Included with your contract is a 2-hour set-up time directly prior to the start of your event. This time may be used for pictures, vendor deliveries, additional decorations.

Smoking: Smoking is prohibited throughout The Barns Property, except for in the designated areas.

Barns "Open" Hours: The Barns is not a public facility open with any regular hours; an appointment MUST be made for any visits to The Barns.

Outside Vendors: Outside vendors must contact the Event Manager no later than 2 weeks prior to your event to coordinate delivery time, set-up locations, and pick-up schedule. Vendors must provide their own tables, extension cords and any staff, carts, hand trucks, and the like to move any event-related objects. The Barns will not provide any equipment or support for this purpose. Scheduled deliveries are allowed only during the 2-hour set-up time prior to your event, as The Barns has limited storage facilities. Outside vendors are required to provide certificates of insurance as outlined under the Liability/Damage section below.

Music/Entertainment: By law, the maximum volume allowed in Monterey County is 65 decibels at 50 feet. In order to not exceed this level, all musicians and DJ's are to play no louder than 60 decibels at 50 feet. The Barns at Cooper Molera reserves the right to control the volume at all times. If asked to turn down the music, the vendor is required to comply immediately. Amplified music and sound must end by 10:00 pm sharp.

Photography: Client agrees to allow the use of images staff of Events by Classic, or photographer/videographer takes of their event for use in company marketing and advertising.
Drones are not permitted due to airport proximity.

Food & Beverage: All Food & Beverage services must be provided by Events By Classic Group.
All federal, state and local laws pertaining to food and beverage purchases and consumption are adhered to strictly. Your cooperation with The Barns team is appreciated. It is not permitted to package and release any food that is not consumed during a scheduled event.

Alcoholic Beverages:
In accordance with California Alcoholic Beverage Control license, clients must purchase any beer or distilled spirits from The Barns; wine & champagne is also available for purchase, but client may bring in their own (corkage applies).
No alcoholic beverages may leave the premises except unopened wine or champagne brought in by the Client.

Client's Initials __WJK_

Mailing Address: 587 Hartnell Street, Monterey, CA 93940
Tel (831) 920-0456 • Fax 831.647.0113 • Email

All alcoholic beverages must be dispensed by our bartenders only and must be consumed inside the building, or the courtyard in front of The Barns. No Shots are served at The Barns.
Our bartenders will require proper identification of all guests, who appear to be younger than 30, and without proper ID, alcohol cannot be served.
We cannot be held responsible for anything that happens to a person who chose to illegally consume alcohol at any event; parents or guardians are responsible for making sure their underage child does not consume alcohol. Parents, guardians, and even the host of the event unrelated to the minor, can be liable for underage consumption.
We reserve the right to refusing service to unduly intoxicated patrons.
"Last call" for alcohol service will be made 30 minutes prior to the scheduled end of your event. No alcoholic drinks will be served within 20 minutes of the scheduled end of your event.

Liability/Damage:
The Barns requires a Certificate of Liability insurance from the Client and all vendors in the amount of no less than $1,000,000 per occurrence naming Cox & Young Ventures, LLC, National Trust for Historic Preservation in the United States, and Cooper-Molera Preservation, LLC as additional insured. This must be received no later than two weeks prior to your event. Please use exact wording highlighted for certificate.

Client agrees to pay for any damage that occurs while Client and their guests are at The Barns.
Client is not responsible, however, for ordinary wear and tear or for damage they can show was caused by persons other than their guests. In the event damage is caused to The Barns or Cooper Molera grounds because of Client or their guests, Client assumes all liability and expense and agrees that the fee will be charged to client's choice of Electronic Payment per the attached Payment Authorization Form. The client is responsible for the conduct of all who attend.
The Barns will not assume responsibility for the damage or loss of any merchandise or articles left in the facility prior to or following the scheduled event.
The Parties are not liable for any damage if performance or the inability to provide food or service is delayed or prevented by electrical outages, fire, flood, earthquake, riot, strikes, labor dispute, wars, terrorism, extreme weather, or any other causes out of Parties' control.

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Electronic Payment Authorization Form

FOR: Event Date: 10/9/2024 Event Name: Monterey Bay Aquarium Research

The following payments will be made automatically in accordance with the payment schedule specified in your contract:

Non-Refundable Reservation Booking Fee as outlined on the contract
50% Progress Payment as outlined on the contract
Final Payment as outlined on the contract
Any Remaining Payments for charges incurred from the event due to increase or add-ons.
Any charges incurred from the event for any damage to the premises.
(Detailed invoice will be submitted outlining the additional charges.)

CHOOSE YOUR AUTOMATIC-PAYMENT METHOD BELOW

To designate your choice, please complete the information below and sign as your authorization:

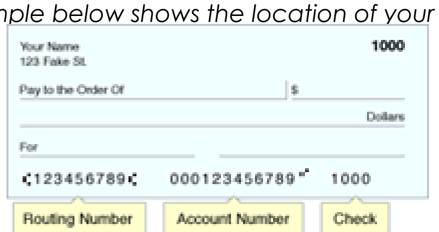
E-CHECK: No need to send paper checks! With E-Checks, simply enter the ABA and account number found on the face of your checking or savings account check, and enter below: (There are NO charges for using e-Check /Check as your desired form of payment.)

Account Owner's Name: Direct Payment by ACH from IEEE - OES Hop# 605590

Account Owner's Phone: ______________________

Routing No: ______________ Account No: ______________ ☐ Checking, or ☐ Savings Account

Example below shows the location of your Routing and Account Numbers from your Check



I hereby authorize Events by Classic Group to submit an E-Check for payments as outlined in our contract.

______________________ ______________________ ______________
Signature Printed Name Date

CREDIT CARD: **Please Note a 3% Transaction Fee will be Added to all Payments made by Credit Card**

Name on Credit Card: ______________________ Phone No: ______________

Billing Address: Street: ______________ City: __________ State: ________ Zip: ________

Credit Card Type: ______________ Credit Card Number: ______________________

Credit Card Expiration Date: __________ Security Code: __________

I hereby authorize Events by Classic to charge my Credit Card for the payments as outlined in our contract.

______________________ ______________________ ______________
Signature Printed Name Date

**A NEW PAYMENT AUTHORIZATION FORM MUST BE SUBMITTED FOR ANY CHANGE TO YOUR DESIGNATED PAYMENT INFORMATION ABOVE.

All charges will appear on your statements as Cox & Young Ventures, LLC

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