WELLERS' INC. & TENANTS

Hold til_____ Customer Code _____ DB Event ID_____

60-Day Meeting _____ *Call **734-429-2115** to set up appt.*

CATERING & ROOM RENTAL AGREEMENT

Day and Date of Event **SATURDAY**,_____ Room(s) Rented: **CARRIAGE HOUSE** Ceremony Time at Wellers _____

Gazebo Rental for: Dancing Only $550; _____ Dining & Dancing $550 _____ Hospitality House Rented $125 (4 hrs) _____ Hours _____

Tenant #1 (Bride)_____ Tenant #2 (Groom)_____

Address_____ Address _____

_____ Zip_____ _____Zip_____

Cell #:_____ email _____ Cell #_____ email: _____

Bill/Refund To: _____Address:_____Phone_____Email:_____

The $1200 **Advance Deposit** reserves the banquet room for **SIX HOURS** between the hours of **3 PM** & **2 AM** on the above date and guarantees we will purchase a minimum of **175** meals @ the minimum menu price of $ **34.95 PP**. Wellers reserves the right to raise menu prices no more than 5% without advance written notice. The maximum guest count is **232** without a stage in the room**; 212** with stage in room The **room rental is $750** and the **ceremony grounds Fee is $600**. We understand our event may not exceed six hours. The **$100 Deposit** secures the Hospitality Room.

We understand that the $1,200 Advance Deposit will be returned the week after our event less any additional and/or actual unpaid charges for services, extra guests or damages. Two thirds of our invoice must be paid at the close of our 60-day planning meeting. No credit cards are accepted for the advance deposit. The balance of our invoice must be paid at the final meeting one week prior to our event.

EVENT PLANNER ***(Wellers does not recommend hiring "Day of Event" only planners.*** *Wellers'' Event Planner works with you on your event and an* ***outside consultant is not required. However, should you elect to contract an outside Event Planner, the following stipulations apply:***

We the tenant's, have hired _____ Address_____ Phone _____, Event Planner. We understand he/she is required to attend our 60-Day Planning meeting, and our Final Meeting at Wellers'. Wellers' will not be held responsible for decisions made by event planner if not cleared in advance with Wellers pertaining to noise, power restrictions, decorations, condition of property and contractors equipment set forth in this contract. We agree, upon the signing of this contract, to give our event planner a copy of this contract, we have gone over it with him/her and he/she has agreed attend both the 60-day and final planning meetings.

CANCELLATIONS We understand cancellations must be in writing, sent by certified mail or hand delivered to Wellers' office. Cancellations and cancellation fees are effective upon issuance of Wellers' signature on certified mail or receipt for hand delivered written cancellations. Cancellation fees are as follows: (1) 8 MOs OR MORE prior to our event we forfeit 50% of our Advance Deposit. (2) 8 MOs - 6 MOs prior to our event, we forfeit 100% of our Advance Deposit. (3) 6 MOs - 4 months prior to our event we forfeit 100% of the Advance Deposit and are required to pay 50% of the base price for our event. (4) 4 months - 0 days prior to our event, we forfeit 100% of our Advance Deposit and will be charged 100% of the base price for our event. We acknowledges that the exact losses caused Weller's' by cancellations are difficult to determine and that the cancellation fees are a reasonable attempt to value the losses caused by late cancellations and that the cancellations fees as described above are liquidated damages and not intended to be a penalty. We understand that this deposit and contract IS NOT transferable to any other date/room once we have signed it. We understand that should we need to change our date/room, we would have to cancel the date designated in this contract and the above cancellation provisions would apply. If we wish to book a different date/room other than the one designated in this contract it is treated as a new booking and a new contract and second deposit are required, We understand cancellation fees must be paid 14 days from Wellers' receipt of cancellation if fees apply.

ALCOHOLIC BEVERAGES & CONTRACTED BARTENDERS SERVICES & LIQUOR LIABILITY Alcohol must be purchased and delivered through A&L Wine Castle. No other liquor suppliers are allowed. We will be billed and pay the contracted bartender with check or cash at the rate of **$20 per hour**. The number of bartenders required is dependent on # of guests & services we request. We, understand that we may not supply our own bartenders and that bartenders will automatically be scheduled for our event and require payment of one hour for set up and one hour for closing the bar. We understand that if we have rented the Henry Ford Room, beer must be in bottles or cans and tapping is not an option. We understand that we must abide by Michigan State Law, that the legal drinking age is 21 years old and ID will be required. We agree that no straight shots, long island ice teas, frozen blender drinks or pitchers of beer will be served. Wellers is not responsible for any arrangements made between you and A&L for the amount ordered and delivery or pick up after event. Wellers' will not be held responsible for any alcohol that is left on premises, or anything related to the purchase of alcohol, wine, champagne or beer. We agree to irrevocably and unconditionally defend, indemnify and hold harmless Weller's, Inc., its employees and contractors jointly and individually, from any liability, claims demands, actions and causes of action arising out of or related to any loss, damages, illness, death or injury sustained by any participant in connection with the service and consumption of alcoholic beverages on Weller's' Inc. premises. We understand that contracted bartenders will terminate the event if guests do not comply with the State Liquor laws and/or any policies set forth in this contract concerning service of beverages or conduct of guests. We understand that it is against the law for guests under the age of 21 to consume alcohol and we, the tenants, will monitor them appropriately.

WAIVER OF LIABILITY It is understood that we, the tenants', will conduct the function in an orderly manner, in full compliance with All State laws, ordinances and regulations (and any special requirements of Weller's' Incised forth in this contract. We, agree to irrevocably and unconditionally defend, indemnify and hold harmless Wellers' Inc., its agents and employees from any and all liability, claims, demands, actions and causes of action arising out of or related to any loss, damages, illness, death or injury to our invitees, whether caused by the negligence of Wellers' Inc. agents or employees, sustained during the event in connection with food, beverages, services, or the condition of the property. In addition, we have examined the property, including the building, grounds, stairways and common areas and found Weller's to be well-maintained and free of hazardous conditions. We may be asked to adjust sound levels should they interfere with other guests on the property or adjacent properties. In the event Wellers' Inc. becomes unavailable due to storm damage, civil

unrest, Act of God or reasons not controlled by Wellers' Inc., this contract will be canceled and Wellers' Inc. will not be obligated or held responsible for any further damage or losses. If such an Act of God event occurs, the Advance Deposit would be refunded as well as any pre-payments made prior the Act of God/

HOMEOWNERS INSURANCE Since this is a private event, in our name, and not open to the general public, we understand that a 24-hour liability rider on our homeowner's policy is recommended. 2. If we are inviting guests with specific safety requirements, we should let guests know in advance that it is a historic property, ceremony will be outdoors etc., and make special plans for their safety while on the property. 3. An adult must accompany children at all times while on the property. 4. We must provide any necessary help that elderly and/or handicap need to enter/exit property & buildings. 5. No food prepared by Wellers may be taken home. 5. We, the tenants, are responsible for our guests & contractor actions and any legal ramifications resulting from their behavior.

REGARDING OUR HIRED VENDORS: 1.Property belonging to our vendors (DJs, bands, photographers, florists, bakeries) cannot be stored overnight 2. Wellers' will not move or set up equipment or products of our vendors. 3. If our service people require a meal we must include them in our final count 4. Service persons may not drive on the lawn or use dumpster for disposing of boxes etc. Damages will be charged to us should this occur. 5. We will be charged $100 per vendor i.e. chocolate fountains, cappucino stations, frozen drink machines, hot dog vendors who require set-up space/time & electrical power. 6. We have notified vendors that the room is open 3 hrs prior to start of event for set up of their services. 7. Wellers' will not be liable for any items left on property by guests or our hired vendors 8. Music/DJs outdoors must keep volume down so as not to disturb to neighboring properties. 9. There are wattage limits for DJs and bands. 10. Wellers will not supply ladders, extension cords, tape, scissors etc to our hired vendors. 9. Tables may not be moved to set up photo studios inside the room

DECORATING & PROPERTY RESTRICTIONS 1. Nothing may be taped, nailed or stapled to room walls, gazebo posts, sconces, chandeliers, etc. 2. We will be charged for not removing decorations at closing. 3. We are responsible for placement of party favors & placecards. 4. Tapered candles must have glass hurricane covers; no more than three candles per table. 5. No helium balloons, silly string, confetti, dance dust, fogging, haze or smoke machines. 6. No Rose Petals thrown on the grounds, fountain or walk ways. 7. There will be a moving fee charged for removal of florals, umbrellas, etc. 8. No bubbles may be used in the rooms or put in the fountain. 8. The banquet room is open three hours prior to start of our event for set-up of cake, flowers and favors. Birdseed may be thrown outside only!! No rice may be thrown! 9 We must follow general seating arrangements & table numbering provided by Wellers. 11. Fireworks are illegal i.e. not allowed

LINEN RENTAL OPTION Wellers menu pricing includes the floral skirting in all of the rooms with a square overlay in white or ivory.
You can rent floor-length white table covers and white skirted service tables from Wellers. For pricing go to Decorating Page on website.

INDOOR AND OTDOOR CEREMONIES

1. **Outdoor Ceremony grounds fee**s and any rental items related to the ceremony will be refunded only if **cancelled 24 hours prior to event.**
2. You may schedule your ceremony in your banquet room any month with the understanding that guests will be seated at their tables.
3. In case of rain, our outdoor ceremony may be moved into our banquet room with a 24 hr notice to Wellers.
4. We are responsible for any additional lighting for Full Moon ceremonies that we deem necessary for the safety of our guests.
5. We are responsible for all audio including microphones for ceremony participants, ceremony music, etc.
6. We will provide and instruct our ushers to escort elderly guests to and from the ceremony areas before and after the ceremony.
7. We will not hold Wellers' liable for any ambient noise from City Park property or Michigan Avenue traffic.

REHEARSALS ON THE PROPERTY 1. Rehearsals are allowed on Thursdays but are not formally scheduled. 2. There may be other parties rehearsing at the same time. 3. The banquet rooms are not open during rehearsals if you ceremony is scheduled outdoors. You may however, rehearse in your room if you have scheduled an indoor ceremony as per this contract. Indoor ceremony rehearsals may be conducted on Thursdays between 10 am and 6 pm. The room **must** be vacated by 6 pm. The room may be used for rehearsal purposes only and no food or beverages may be brought in. If cleaning of your room is required after your rehearsal, charges will be deducted from your Advance Deposit at the rate of $50 per hour. The room may not be used for a rehearsal dinners and/or outside caterers may not be hired to bring food onto the premises.

GLASS WARE RENTAL: We understand that the non-alcoholic beverage service is $6.25 per person includes plastic glasses, . We may replace this with an "All Glass Bar " at an additional charge per person up to six hours that includes tall tumblers, short rock glasses and wine glasses at the bar. We understand that the Glass Bar includes wine glasses. It does not include champagne glasses which may be rented in addition @.50 per glass. We understand that no outside rental glasses or china may be brought in.

ADDITIONAL GUESTS, PRICE CHANGES & SUBSTITUITIONS Additional guests may be added as late as the Thursday prior to your event and will be deducted from your advance deposit if total equals less than 50% of advance deposit. If total exceeds 50%, additions must be paid prior to event in cash. All food and service charges are subject to change without advance written notice. If Wellers is unable to secure specific menu items Wellers may make substitutions of equal value.

LATE SERVICE OF DINNER We understand that we will be billed $100 for every 15 minutes dinner is delayed.

FOOD TASTINGS: Wellers does not offer food tastings.

PAYMENT OF INVOICE ***There are two payments scheduled in advance for your event.***

1. Two-thirds of our invoice will be paid at the close of our sixty-day planning meeting. This is based on your estimated guest count and rental options.
2. The balance of invoice must be paid one week prior to our event at the final meeting. Any payments made after that must be made in cash or cashiers check. **No food or beverages will be served unless invoice is paid in full.**
3. Payment must be check or cash. We do not accept credit cards

UNDERSTANDING OF CONTRACT We the undersigned, are over the age of 18 have **read**, understand and agree to abide by the above conditions set forth in this contract. Any arrangements not included in this contract must be in writing and signed by Wendy Weller. Wellers' is not liable to honor verbal or here-say arrangements made with any other agent or employees of Wellers' Inc.

We verify that we have received a Estimate Sheet with a Base-Price Estimate and that should we cancel our event for any reason, we will be responsible for cancellation fees set forth in paragraph 4 of this contract.

1st Tenant's Signature _____Date Signed_____

2nd Tenant's Signature _____Date Signed_____

Banquet Room Dep $_____ Hospitality Room Dep $_____ Received By ____Check # _____Date Received_____.

2009 Contract Revised 10-31-08