

WELLERS' INC. & TENANTS CATERING & ROOM RENTAL AGREEMENT

You may hold a date for 7-days with no obligation. Your hold will expire on _____. You may move hold within the 7 days.

If sending: **555 West Michigan Avenue Saline, Michigan 48176.** *If sending your contract & deposit notify us by email to let us know that your contract and deposit are on the way! wellers2@aol.com A receipt will be emailed to you. A contract/deposit is a final booking and may not be moved to another date.*

A 2/3payment will be due at the close of the 90-Day meeting around _____ you may email wellers2@aol.com to set up your appointment.

ROOM RENTED: RAISIN RIVER ROOM FRIDAY Date of _____ **2019** **Ceremony Time at Wellers:** _____

If Ceremony is not at Wellers: we need bar opening time at signing of contract: Bar will open at: _____ **Rehearsal Time:** Thursday 6 pm (1 hr)

Hospitality House Rental (4 hrs prior to ceremony time at Wellers): (Additional \$100 deposit): Yes _____ No _____

#1 Tenant: Bride's Name _____ #1 Tenant: Groom's Name _____

Address _____ Address _____

_____ Zip _____ Zip _____

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

Person responsible for payment if different from Bride and Groom: _____ Phone _____

Address: _____ Zip _____ email: _____

The **\$1,500 Advance Deposit** reserves the banquet room for **six hours** between the hours of 4 PM & 12:00 am on the above date and guarantees we will purchase **75 meals @ the minimum menu price of \$29.95 PP.** The maximum guest count is **116.** The **Room fee is \$1,000.00** and the Ceremony **Grounds Fee is \$600.** Hospitality House fee is **\$150** for four hours if rented. Additional hours may be added at \$37.50 per hour. Wellers reserves the right to raise prices no more than 10% to allow for inflationary changes to labor and food prices. Menu items may change within a particular menu if necessary to reflect trends

We understand our advance deposit does not go toward the payment of our event but is refunded the week after our event less any added or unpaid charges for services, extra guests or damages. Two thirds of our invoice must be paid at the close of our 90-day planning meeting. No credit cards are accepted for the advance deposit or any payments. The balance of our invoice must be paid in full at the final meeting one week prior to our event and is based on our final seating diagram which is required at the final meeting. Any seating or table changes made after the room has been set up will incur a "change fee" deducted from our deposit.

EVENT PLANNERS: 1. If we, the tenant, hires an event planner he/she must attend the final planning meetings with Wellers one week prior to our wedding. 2. We the tenant will provide a copy of our signed contract to our hired event planner so they understand Wellers guidelines. 3. Wellers' will not be held responsible for problems arising from decisions made by our event planner after the final planning meeting.

CANCELLATIONS: We, the undersigned, 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 acknowledge that the exact losses caused 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. Cancellation fees are due on or before the date of the event.

ALCOHOLIC BEVERAGES & CONTRACTED BARTENDERS SERVICES & LIQUOR LIABILITY:

Alcohol:

- Tenants purchase of alcohol:** a. must be purchased and delivered through A&L Wine Castle. b. No other outside liquor suppliers are allowed. c. We, the tenants agree that no straight shots, long island ice teas, frozen blender drinks or pitchers of beer will be served to our guests. d. Partial and un-opened must be taken by you at the end of the night. e. Wellers' will not be held responsible for any alcohol that is left after bar closes f. All alcohol must be served by an outside contract bartender . g. **Raisin River Room** may only serve bottled or canned beer. **Carriage House** may only provide beer in kegs.
- We understand that we must abide by Michigan State Law, and understand the legal drinking age is 21 years of age and ID is 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.

Contract Bartenders: a. Contract Bartending Services will be billed at final meeting one week prior to our wedding. b. In addition to the six hours service required for our bar service, bartenders require 1 hr set up time and 1 hr of clean up time. h. We understand our bar service may not be extended past six hours. c. We, understand that we may not supply our own bartenders d. The number of contract bartenders we will need is dependent on the number of guests and services we are providing. e. Contract bartenders may not leave their bars unattended. f. Guests may not go behind the bar and serve themselves. g. We understand contract bartenders have the responsibility to terminate the event if guests do not comply with the State laws and/or any policies set forth in this contract.

WAIVER OF LIABILITY It is understood that we, the tenants', will conduct the function in an orderly manner, in full compliance with Michigan State laws, ordinances and regulations (and any special requirements of Weller's' set 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 does occur, the Advance Deposit would be refunded in full as well as any pre-payments made prior the Act of God. We, the tenants, are responsible for our guests & vendor's actions and any legal ramifications and/or damages that result from their actions.

SAFETY: 1. We understand this is our 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 accessibility requirements, we will let those guests know in advance that it is a historic property and we will provide them with any help to ensure their safety while on the property. 3. Children must be accompanied by an adult(s) at all times. 4. No food prepared by Wellers may be taken home. 5. No dogs are allowed on the property with the exception of service dogs. 6. No Chinese sky/fire lanterns

REGARDING HIRED VENDORS, SOUND RESTRICTIONS: 1. Property belonging to our vendors (DJs, bands, photographers, florists, and bakeries) cannot be stored overnight 2. Wellers' will not move or set up equipment or products from vendors. 3. If service people require a meal they must include them in final count 4. Service persons may not drive on the lawn or use Weller's dumpster for disposal 5. We will be charged \$100 for vendors who require space & electrical power (excluding DJs) 6. Our rented room will be open no more than 3 hrs prior to start of event to enable set up and deliveries. 7. Wellers' will not be liable for any equipment or items left on property by guests or hired vendors 8. Music volume must be kept down so as not to disturb to neighboring properties and stop at the outdoor gazebo by 12:00 Midnight according to City of Saline sounds ordinance. 9. The outdoor gazebo has one 20 AMP circuit. We will advise our DJs/bands 10. Wellers does not supply ladders, extension cords, tape, scissors etc. 11. Dance floors must be removed the morning. 12. No outside food or desserts may be brought in with the exception of the wedding cake/cupcakes. 13. As the host of event we will inform our vendors of timeline and set-up times.

LINENS FROM OUTSIDE LINEN COMPANY: Wellers' includes high quality table covers, napkins (no charge for colors) and white or ivory overlays. If, however, you opt to bring in linens from an outside linen supplier: 1. Linens must be delivered and placed on guest tables no later than two hours prior to the ceremony start time to give Wellers' staff enough time to set up the guest tables. 2. Linens from outside linen company must be removed at the bar closing time. 3. Wellers does not supply bags for linen removal. 4. Wellers' will not be held responsible for any losses and/or damages to linens supplied from outside linen companies 5. Wellers' does not discount for any part of linens brought in from outside suppliers. 6. We, the tenant, understand, that we are responsible to inform our outside linen company of set-up and removal deadline. 7. Should outside linen company deliver linens late or not place linens on tables, tenant will compensate Wellers for additional labor and/or time needed to complete set up of the room/tables.

DECORATING & PROPERTY RESTRICTIONS 1. Floral arrangements must be assembled prior to delivery to Wellers and cannot be put together on site. 2. Nothing may be taped, nailed or stapled to any structures. 3. All decorations must be removed within 45 minutes of the bar closing time. 4. We are responsible for placement of party favors & place cards. 5. No more than three candles per table.. 6. No Chinese sky/fire lanterns, helium balloons, marbles, confetti, dance dust, bubbles, fogging, haze/smoke machines or fireworks. 7. No rose petals thrown on walk ways or in fountain w/the exception of the flower girl for ceremony. 8. No rice thrown. Birdseed only. 9. We must follow general seating arrangements & table numbering provided by Wellers room diagrams available online 10. If any items you provide result in extreme cleaning, damages to property or persons charges will apply and be deducted from your Advance Deposit 11. If heavy furniture is moved at hospitality house and not put back there will be a \$50 fee to move back. 12. All guests must vacate indoor and outdoor areas no more than one hour after bar closing. 13. Gates will be locked at closing time. 14. Weller's kitchen cooler is not available for storage of wedding cake, cupcakes or flowers. 16. Air conditioning is turned on 3 hours prior to ceremony time. 17. Sparklers are allowed outdoors

OUTDOOR CEREMONIES & THURSDAY REHEARSALS:

- 1. **Onsite Rehearsals: Friday** weddings rehearse at 5 pm on Thursday for one hour; **Saturday** weddings rehearse on Thursday at 6 pm for one hour.
- 2. Wellers provides a detailed Ceremony Worksheet. However, Wellers staff is not present nor manages rehearsals or ceremonies
- 3. Rooms are not open during rehearsals. However, restroom is available at the rear of the Carriage House during rehearsals.
- 4. We understand there are no rehearsal options for Fridays or Saturdays .
- 5. We understand no catered food or beverages may be brought in during rehearsals. No alcoholic beverages may be provided or consumed during rehearsals.

OUTDOOR CEREMONY RAIN PLAN OPTIONS

Carriage House charges

- 1. If Wellers is given 24 hour notice prior to ceremony Wellers will set up 150 chairs in gazebo at no charge. If chairs are not used 1.50 per chair.
- 2. If Wellers is given less than 4 hours prior to ceremony,. Wellers will set up 24 chairs for family in frontal other guests will stand for ceremony.

Raisin River Room

- 1. Wellers will set up chairs up to 16 chairs on dance area for family to create an aisle. All other guests sit at their tables. No charge.
- 2. Wellers does not move floral arrangements, sound equipment etc. from outdoor ceremony to indoor ceremony. Please make arrangements as needed.

ADDING GUESTS AFTER FINAL MEETING: Additional guests may be added on as late as Thursday prior to our event.

LATE SERVICE OF DINNER We the tenants, will discuss timeline with our photographer to ensure quality of food. We will be billed \$50 for every 15 minutes dinner is delayed

BRINGING IN FOOD: No outside food snacks or desserts may be brought in with the exception of the wedding cake/cupcakes.

SPECIALTY MENUS : Gluten-free, celiac, vegan and life-threatening food allergies 1. All special menu requests must be made at your final meeting with name and table number of guest on your seating chart

2. Gluten-free: Wellers will prepare an un-breaded chicken breast and gluten free pasta for gluten free meal. All other items are available on the buffet line. 3. The prime rib is gluten free. 4. Vegan meals consist of pasta and vegetables that are on your selected menu prepared without butter or milk 5. Wellers cannot accommodate meals for guests who have life-threatening allergies. 6. Any guest who has a life-threatening allergy may bring in their own meal. The kitchen will heat it in the container it came in then plate it for them unless they request they use their own container.

PAYMENT OF INVOICE: We do not accept credit cards

- 1. **Two-thirds payment** on our 90-day invoice. This will be based on estimated guest count and selected options at 90 days 90-day planning meeting.
- 2. **Final balance** must be paid one week prior to our event at the final meeting. Any payments for unbilled items made after that will be deducted from deposit

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 an Estimate Sheet with a Base-Price Estimate and should we cancel our event for any reason, we will be responsible for cancellation fees set forth in paragraph 3 of this contract.

Bride's Signature _____ Print Bride's Name _____ Date _____

Groom's Signature _____ Print Groom's Name _____ Date _____

Name of person paying for bill (If not bride or groom) _____ Signature _____ Date _____

Advance Deposit for Room \$ _____ Hospitality House Deposit \$ _____ Received By _____ Check # _____ Date Received _____