

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.

Send signed contract & deposit check to: 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. Receipt of contract/ deposit is a final booking and may not be transferred to another date.*

A 2/3payment will be due at the close of the 90-Day meeting around _____ *Wellers will email available dates and times to schedule your 90-day meeting.*

ROOM RENTED: RAISIN RIVER ROOM Day: **FRIDAY** Date of _____ **2020** Ceremony Time: **4 PM or 6 PM (Circle one)**

If Ceremony is not at Wellers: we need bar opening time at signing of contract: Bar will open at: _____ **Rehearsal Time: Thursday 5 pm (1 hr)**

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

#1 Tenant: Bride's Name _____ #2 Tenant: Groom's Name _____

Address _____ Address _____

_____ Zip _____ PP _____ Zip _____

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

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

Address: _____ Zip _____ email: _____

The **\$1500 Security 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 Rental fee is \$1,000** and the **Ceremony Fee is \$500**. Hospitality House 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 7% to allow for inflationary changes to labor and food prices. Menu items may change within a particular menu based on availability.

We understand our **security 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 security 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.

CANCELLATIONS: We, the tenants, understand a cancellation is not valid without a signed cancellation letter delivered to Wellers' office. Cancellations and cancellation fees are based on date cancellation letter is received i.e. issuance of Wellers' signature on certified mail or receipt for hand delivered written cancellations. Cancellation fees are as follows:

1. **12 MO-8 MO prior to our event we, the tenants, forfeit 100% of our Security Deposit.**
2. **8 MO - 6 MO prior to our event, we the tenants, forfeit 100% of our Security Deposit and required to pay 50% of base price estimate**
3. **6 MO or less prior to our event we the tenants, forfeit 100% of the Security Deposit and are required to pay 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. If tenants do not pay. Uncollected cancellation fees will be submitted to collection agency for payment.

ALCOHOLIC BEVERAGES & CONTRACTED BARTENDERS SERVICES & LIQUOR LIABILITY:

Alcohol:

1. **Tenants purchase of alcohol:** a. All alcohol including champagne 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 alcohol 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 the outside contract bartender. g. **Raisin River Room** may only serve bottled or canned beer. **Carriage House** may only provide beer in kegs.
2. We understand that we must abide by Michigan State Law, and understand the legal drinking age is 21 years of age and ID is required.
3. Wellers does not have a liquor license, therefore does not carry liquor liability insurance. It is recommended you purchase a one-day insurance policy through <http://eventhelper.com> or through your homeowners insurance company.
4. **Contract Bartenders:** a. Bartenders require a separate payment check or cash at your final meeting.. b. Bartender payment includes 1 hr set up & 1 hr of clean up. c. We understand our bar service and event may not exceed six hours. d. We, understand that we may not supply our own bartenders e. The number of contract bartenders is dependent on the number of guests and services you are providing. f. Guests may not go behind the bar and serve themselves. g. All alcohol must be served by bartenders. h. Contract bartenders must terminate event if State laws are violated i. Wellers does not provide outdoor propane heaters and you must provide propane heater if you are providing an outdoor bar and temperature drops below 50 degrees
5. Client must provide transportation for guests who have exceeded the legal limit of blood alcohol and should not drive.

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, alcohol/beverages, 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 Security 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.

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SAFETY: 1. Wellers does not provide wheelchairs. 2. Entry access is grand-fathered in.. 3. Children must be accompanied by an adult(s) at all times. Parents who do not oversee children creating safety problem may be asked to leave. 4. No dogs are allowed on the property with the exception of service dogs. 5. Chinese sky/fire lanterns are not allowed. 6. In compliance with Washtenaw County health codes no food prepared by Wellers may be taken home.

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 / products from vendors. 3. If service people require a meal they must included in the final guest count 4. Vendors may not drive on the lawn or use Weller's dumpster. 5. You will be charged \$100 for vendors who require space & electric power i.e photo booths, coffee stations, ice cream carts etc. Djs are excluded. However, if DJ is supplying photo booth, \$100 vendor fee applies. 6. The room will be open 3 hours prior to ceremony for 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 adjusted so as not to disturb neighboring properties 9. Outdoor music must stop at midnight as per City sound ordinance. 10. The outdoor Carriage House gazebo has two 20 AMP circuits 11. Wellers does not supply ladders, propane heaters, dance floors, extension cords, tape, scissors etc. 12. Dance floors must be removed between 7 am to 11am the morning after event. 13. No food trucks allowed.

EVENT COORDINATORS: 1. If we, the tenants, hire an event coordinator he/she **must attend the final planning meeting with Wellers** 2. We the tenant will provide a copy of our signed contract to our hired event coordinator prior to this meeting so they understand Wellers guidelines. 3. Coordinator may not change the timeline after the final meeting date. Any other changes must be in writing/email via Wellers office prior to the event.

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. Florists may not assemble arrangements on-site the day of event 2. Nothing may be taped, nailed or stapled to any structures including command strips. 3. All decorations must be removed within 45 minutes of the bar closing time. 4. We the tenants are responsible for placement of party favor, centerpieces, placards. 5. No more than three candles per table.. 6. No Chinese sky/fire lanterns, helium balloons, marbles, confetti, glitter, 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. Seating diagrams are fixed according to the seating diagrams posted online. 10. If furniture is moved at the Hospitality House and not returned to original position moving fees will be incurred. 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. No popcorn/candy tables or favors that require additional cleaning of room are allowed. If additional cleaning is required it will be deducted from security deposit @ \$50/hr 15. No smores at outdoor fire pit.

OUTDOOR CEREMONIES & THURSDAY REHEARSALS:

1. Wellers provides a Ceremony Worksheet. Wellers staff is not present nor manages rehearsals or ceremonies.
2. Rooms are not open during rehearsals. A restroom is available at the rear of the Carriage House during rehearsals.
3. There are no rehearsal options for Friday or Saturday.
4. We understand no catered food or beverages may be brought in during rehearsals. No alcoholic beverages may be supplied or consumed during rehearsals.
5. Wellers is not responsible for ambient noise from City Park property, Michigan Avenue traffic or guests/music on property.

OUTDOOR CEREMONY RAIN PLAN OPTIONS

1. Wellers does not move floral arrangements, sound equipment etc. from outdoor ceremony to indoor ceremony. Please make arrangements as needed.

Carriage House

1. If Wellers is given **24 hour** notice prior to ceremony Wellers will set up 150 chairs in gazebo at no charge
2. If Wellers is given **24 hour** notice, sets up 150 chairs and then tenant changes back to outdoor ceremony tenant will be charged \$1.50 per chair
3. If Wellers is given less than **4 hours** Wellers will set up 24 chairs for family in front of other guests who will stand for ceremony.

Raisin River Room

1. Wellers will set up chairs up to 24 chairs on dance floor area for family to create an aisle. All other guests sit at their tables. No charge.

CHANGES IN GUEST COUNT AFTER PAYMENT:

- Additional guests/services may be added as late as the Thursday prior to event. Charges for add-ons will be deducted from security deposit providing the total does not exceed 50% of deposit.
- Guest counts may not be reduced after final payment is made.

LATE SERVICE OF DINNER: Confirm your timeline with photographers to make sure your timeline allows adequate time for photos. To ensure food quality you will be billed \$50 for every 15 minutes dinner is delayed.

BRINGING IN DESSERTS: Wellers offers desserts. If you want to forego Wellers desserts and bring from another vendor there will be a \$100 vendor fee. No cooler/freezer space is provided for any outside desserts. Wellers kitchen may not be used to tray up desserts by vendors. Desserts must arrive and ready to serve.

PAYMENT OF INVOICE *If paying by credit card there will be a 2.7% credit card convenience fee on entire event amount. Credit cards may not be used for security deposits or contract bartender fees. Check or cash only.*

1. **Two-thirds payment** on our 90-day invoice. This will be based on estimated guest count and selected options at the 90-day planning meeting.
2. **Final balance and bartender charges** must be paid at final meeting one week prior to event. Any payment of unbilled items will be deducted from security deposit. **No food or beverages will be served unless** invoice is paid in full.

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 made beyond the terms of 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, the tenant, 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 _____

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

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Updated Cancellation Fees