

WELLERS 2022 VENUE PROPERTY RENTAL AGREEMENT

We are holding the date below for 7 days until _____ 20____ Mail contract or hand deliver along with Venue Room Rental Deposit to Wellers Inc 555 W. Michigan Avenue Saline, MI 48176

This Agreement is made on this the day of _____ 20____ by and between Wellers Inc. and the **Contracting Parties** for an event on the day of **SATURDAY** _____, 20____ in the the **CARRIAGE HOUSE** Ceremony Time **5 PM** Hospitality House: **YES or NO**

#1 Contracting Party, bride _____ #2 Contracting Party, groom _____

Address _____ City _____ Zip _____ Address _____ City _____ Zip _____

Cell #: _____ email _____ Cell # _____ email _____

#3 Party responsible for payment if not named above:

Name _____ Address _____ City _____ Zip _____ email _____

We agree to purchase **minimum # 175 meals** @ the **minimum menu price of \$43.95 PP**. The **maximum seating is 202**. The Saturday **Room Rental is \$3500 00** and the **Ceremony Grounds Fee is \$600**.

VENUE PROPERTY RENTAL DEPOSIT/BALANCE non-refundable

A **Venue Property Rental Deposit of \$3,500**, payable by check or cash, is due to reserve the event space and will be applied to the Final Balance. Room. Venue Deposit may not be moved to a different date

SECURITY DEPOSIT:

A **\$500** security deposit is required. Wellers Inc. reserves the right to use any or all of the security deposit toward any of the Contracting Party's obligations under the contract or any claims that Wellers Inc. might have for extraordinary cleanup, damages or destruction of Wellers property. If there are no damages or additional charges the Security Deposit will be refunded within 14 days after event.

LDC: CANCELLATION OF CONTRACT & LIQUIDATED DAMAGES

We, the contracting parties, understand that the services provided by Wellers are unique and Wellers makes arrangements to maintain the venue space, suppliers and employees a substantial time before the Date of the Engagement. If you cancel this contract Wellers will suffer damages because of its obligation for payment to maintain venue space and property. These damages are difficult to measure. **Therefore, if you cancel this contract at any time before the date of event Wellers has the right to keep the Venue Property Rental Deposit /Balance to compensate Wellers for expenses and losses resulting from cancellation of contract**

MEETINGS & PAYMENTS

We the contracting parties, have received an Estimate Sheet outlining the required base price and available options. The first meeting with Wellers will be 90 days prior to event. We understand we will pay 50% of our 90-day invoice at the close of this meeting. The **Room Venue Deposit** will be applied to the final balance 7-10 days prior to our event. The final balance will be based on the final seating diagram submitted to Wellers. If the final guest count is below the minimum required (in first paragraph above) there will be a minimum service charge based on the number of guests below minimum X the minimum menu price. All deposits and payments are made by check or cash.

INDEMNIFICATION

The Contracting Party agrees to indemnify and hold harmless Wellers Inc. and its officers from any liability, claims, damages, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the event or caused by the use of the facility by the Contracting Parties, guests or invitees, or the Contracting Party's vendors, coordinators, musicians, decorators, photographers and others who are working for the Contracting Party.

WAIVER OF LIABILITY Act of God & Force Majeure Conditions

The Contracting Party agrees that Wellers Inc. and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, fires, weather conditions, power failures, strikes, riots, pandemics, terrorism, embargo, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements). Delays or nonperformance excused by this provision shall not excuse payment of any amount owed by the Contracting Party at the time of this occurrence or if event is cancelled in whole or in part because of government mandate.

ALCOHOLIC PURCHASE, CONTRACTED BARTENDERS & PURCHASE OF EVENT LIQUOR LIABILITY INSURANCE

- 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 agree that straight shots, long island ice teas, frozen blender drinks or pitchers of beer will not be provided. d. Partial and un-opened alcohol must be taken by you at the end of the night and Wellers' will not be held responsible for any alcohol left behind. f. All alcohol must be served by the contract bartenders. g. **Raisin River Room** may only serve bottled or canned beer. **Carriage House** may only provide beer in kegs. h. Tenants must purchase event insurance policy naming Wellers as listed on Recommended Vendor List on wellersweddings.com
- 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.
- Because alcohol is supplied by we, the Contracting Parties, we understand we **must purchase a one-day event insurance policy** through an **event insurance** carrier or their homeowners insurance company naming Wellers on the policy. **A copy of this policy must be submitted to Wellers at the Final Meeting or before.**
- Contract Bartender payment** requires a separate payment check or cash at your final meeting.. a. Event may not exceed six hours. d. We, understand we may not supply our own bartenders f. Guests may not go behind the bar and serve themselves. g. Contract bartenders must terminate event if State laws are violated h. Contracting parties will provide transportation for guests who have exceeded the legal limit of blood alcohol and should not drive.
- No outside alcohol** shall be permitted on the premises and if discovered the guest will be asked to vacate premises.

CONDITIONS FOR USE OF SPACE REGARDING HIRED VENDORS, SOUND RESTRICTIONS: 1. The Contracting Parties or a designated person should do a final walk-through before they leave the facility to delineate any damage or missing items. 2. Wellers' will not be liable for any equipment or items left on property by guests or hired 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, ice cream carts etc. Djs are excluded. 6. The room will be open 4 hours prior to ceremony for deliveries & setup. 7. Music volume must be adjusted so as not to disturb neighboring properties or ceremony in progress. 9. Outdoor music must stop at the designated time.

EVENT COORDINATORS: If contracting parties hire a "day of" coordinator it is advised they attend the meeting with Wellers. Coordinators should be given a copy of this signed contract to understand guidelines. Coordinator must contact Wellers with any changes made that will affect service of dinner.

LINENS FROM OUTSIDE LINEN COMPANY: Wellers supplies quality linens. However if you hire an outside linen company 1. Linens must be removed at bar closing time. 2. Wellers' is not responsible for any losses and/or damages to linens supplied from outside linen companies 3. Wellers' does not discount for linens brought in 4. Linen company must set up linens at least 2 hours prior to ceremony time allowing servers enough time to set up tables

DECORATING & PROPERTY RESTRICTIONS 1. Nothing may be taped, nailed or stapled to any structures. 2. All decorations must be removed within 45 minutes after the bar closes 3. The contracting parties are responsible for placement of decorations. 4. No more than three "real" candles per table. 5. No Chinese fire lanterns, helium balloons, marbles, confetti, glitter, bubbles, fogging, haze/smoke machines or fireworks. 6. No rose petals thrown on walkways or in fountain w/the exception of the flower girl for ceremony. 7. No rice thrown. Bird seed only 8. If heavy furniture is moved at hospitality house there will be \$50fee to move back. 8. Florists may not assemble arrangements on-site the day of event 9. All guests must vacate property within one hour after bar closes. 10. No popcorn/candy tables or favors that require additional cleaning of room are allowed. 11. No smores at outdoor fire pit.

SAFETY: 1. Children must be accompanied by an adult(s) at all times. 2. No dogs are allowed on the property with the exception of service dogs. 3 In compliance with Washtenaw County health codes no food prepared by Wellers may be taken home. 4. Wellers does not supply ladders

DAMAGES AND EXTRA COSTS

- The Contracting Parties agrees to be fully and solely responsible for any damage and extra costs in any way relating to the event, and to be fully and solely responsible for any damage or destruction of Wellers Inc. or any property located on or within the premises caused by the Contracting Parties or any of its agents, guests, or invitees or vendors.
- Damages to the facility in any form will be photographed and a formal repair cost submitted with the remainder of the security deposit. If the damage exceeds the deposit the Contracting party will be invoiced for the repairs at \$50/hour labor per laborer and materials cost plus 25%
- Labor to cleanup unnecessary messes such as vomit, feces or extra restroom cleanup from Contracting Party's guest's lack of personal responsibility or hygiene. \$50 occurrence
- Any additional set up beyond the normal expectation outlined in Venue Room Price Estimate will be billed at the rate of \$50 per hour

OUTDOOR CEREMONIES & THURSDAY REHEARSALS

1. Wellers staff does not oversee rehearsals or ceremonies. Wellers provides a Rehearsal & Ceremony Worksheet.
2. Rooms are not open during rehearsals. A restroom is available at the rear of the Carriage House during rehearsals.
3. We understand no catered food or alcoholic beverages may be brought in during rehearsals.

LATE SERVICE OF DINNER: To ensure food quality please confirm your timeline with photographers to make sure your timeline allows adequate time for photos.

PAYMENT OF INVOICE: Personal check or cashiers checks or cash are required for payment.

- Final balance and bartender charges must be paid at final meeting. Any payment of unbilled items must be paid prior to event
- No food or beverages will be served unless invoice is paid in full.
- Wellers reserves the right to raise prices no more than 7% to allow for inflation, labor disruptions or other unforeseen conditions.
- Menu items may change within a particular menu based on availability.

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 including 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. or outside third party.

We, the Contracting Parties, verify that we have received an Base-Price Estimate Sheet.

#1 Signature _____ Print Name _____ Date _____

#2 Signature _____ Print Name _____ Date _____

#3 Signature _____ Print Name _____ Date _____

Make a copy, then email or hand deliver to **Wellers Inc 555 W. Michigan Avenue Saline, MI 48176** Upon receipt we will email a receipt to you.

For Office Use:

Non-Refundable Venue Property Rental Deposit /Balance \$3500 Check # _____ Date Received _____ Received By _____

Security Deposit \$500 Check # _____ Date Received _____ Received By _____