

# WELLERS 2023 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

**FRIDAY** \_\_\_\_\_, 20\_\_\_\_ in 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 Name** \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ email \_\_\_\_\_

We, the contracting parties, agree to purchase minimum of # **125 meals** @ the minimum menu price of **\$29.95 PP**. The maximum seating is 186. The Saturday Room Rental is **\$2950 00** and the Ceremony Grounds Fee is **\$600**.

## TWO DEPOSITS required to book your date:

1. **\$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. If you wish to reserve the **Hospitality House add \$100 deposit/apt.** (Check availability wellers2@aol.com) All deposits and payments must be made by check or cash.

2. **Venue Property Rental Deposit of \$3,500**, will be applied to the your final balance. Venue Deposit may not be moved to a different date and is non-refundable should you cancel your event.

## TWO MEETINGS & PAYMENTS

1. The **first meeting** and first invoice will be 90 days prior to your event and based on the selections you make. You will need to pay 50% of this invoice at the close of the first meeting.
2. The **second meeting** will be 7-14 days prior to your event when your final balance will be determined by your final seating diagram and selections you have made. **Your Venue Property Rental Deposit** will be applied to the final invoice.

## CANCELLATION OF EVENT & 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 your event. If you cancel this contract Wellers will suffer damages because of its 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. However, Should there be a government mandated lock-down due to pandemic Wellers will refund 50% of the Venue Property Rental Deposit listed above. In addition, any payments you may have made will be refunded to you.

## INDEMNIFICATION & 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

a. All alcohol must be purchased and delivered through A&L Wine Castle.. b. We agree that straight shots, long island ice teas, frozen blender drinks or pitchers of beer will not be provided. c. Any leftover or unopened alcohol will be packed up and given to you at the end of the night. d. All alcohol must be served by the contract bartenders i.e. guests may not go behind the bar to serve themselves. e. Raisin River Room may only provide bottled or canned beer. Carriage House may only provide beer in kegs. f. We understand the legal drinking age is 21 years of age and ID is required. g. 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. h. Contract Bartenders payments requires a separate payment check for each bartender. i. We understand we may not supply our own bartenders j. Contract bartenders have the right to terminate the event if State laws are violated

## 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:**

Wellers provides a banquet manager and an Event Planning Package to guide you through the planning process. However, if you decide to hire a “day of” coordinator” they should attend the meetings with Wellers and be given a copy of this signed contract to understand property guidelines. If your Coordinator makes changes that affect final planning meeting with Wellers they are responsible to contact Wellers with those changes.

**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 “live”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. 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. 3In compliance with Washtenaw County health codes no food prepared by Wellers may be taken home

**DAMAGES OR ADDITIONAL SET UP**

- The Contracting Parties agrees to be fully and solely responsible for any for any damage or destruction of Wellers Inc. or any property located on or within the premises caused by their vendors, agents, or guests
- Damages to the facility in any form will be photographed and a formal repair cost submitted with the remainder of the security deposit
- Labor to clean up vomit, feces or extra restroom cleanup from Contracting Party’s guest’s lack of personal responsibility or hygiene. \$50/occurrence
- Any additional labor required to make changes after the room has been set up will be billed at the rate of \$50 per hour

**OUTDOOR CEREMONIES & THURSDAY REHEARSALS**

1. Wellers does not oversee rehearsals or ceremonies. Wellers provides a Rehearsal & Ceremony Worksheet to guide you in your rehearsal and ceremonies  
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 WendyWeller. 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 a Base-Price Estimate Sheet and understand the required costs.

#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 \_\_\_\_\_