

# CELEBRATIONS

ON THE RIVER

## BUSINESS RENTAL AGREEMENT

### 1. DATE/TIME, ROOM AND GUEST COUNT

- a. Date of Event: \_\_\_\_\_
- b. Start/End Time: \_\_\_\_\_ - \_\_\_\_\_
- c. Room(s) Rented: \_\_\_\_\_
- d. # of Guests: \_\_\_\_\_
- e. Final Guest Count is due no later than seven (7) days prior to the Event Date. If not received, Client will be billed the Original Guest Count or the Final Guest Count, whichever is greater.

### 2. NON-REFUNDABLE DEPOSIT

- a. Client agrees to pay a non-refundable down payment towards the total event costs in the amount of the \$250 at the time of signing the Agreement.

### 3. PAYMENT TERMS

- a. Payment in full is due no later than thirty (30) business days after the Event Date.
- b. All past due balances are subject to a 1-1/2% interest charge per month (18% per year) or the highest amount allowed by Wisconsin law.
- c. Returned checks, for any reason(s) will be charged a \$100 fee.

### 4. DATE CHANGE(S) AND CANCELLATIONS

- a. If the event is cancelled by the Client, for any reason(s), the non-refundable down payment shall be retained by Celebrations.
- b. In the event the Client requests to change the date of the event, Celebrations will make reasonable efforts, at its sole discretion, to accommodate the request.

### 5. RULES AND REGULATIONS

- a. All contractors or service providers are the sole responsibility of the Client.
- b. Client is responsible for all license, permits and fees due or required for contractors and service providers.
- c. Placement of tables, tents, live music, equipment, entertainment, etc. require preapproval by Celebrations prior to the date of the Event.
- d. Access to the room(s) begins at the scheduled Start Time and ends at scheduled End Time, unless agreed upon in writing otherwise. \$75/hour per additional hour with a 1-hour minimum.
- e. Decorations cannot be attached to the walls, floors, windows, tables or wood trim unless agreed to in writing by Celebrations.
- f. Celebrations assumes no responsibility for personal property or items left overnight or for lost or stolen personal property or items prior to, during or after the event.



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- g. Audio/visual requirements by the Client must be tested and approved by Celebrations three (3) days prior to the event. Day of event A/V and IT services may not be available.

## 6. FOOD AND CATERING

- a. A \$15/person minimum food spend is imposed for all events, unless agreed to in writing by Celebrations.
- b. All food sales are subject to an 18% Food Service Fee, plus 5.5% sales tax.
- c. All food must be catered through Celebrations. Outside food is not allowed, unless agreed to in writing by Celebrations.
- d. Catered food may not be removed the premises, for any reason. All leftover food is the property of Celebrations.
- e. Food menu prices are subject to change without notice when the Event Date is more than one year in advance.

## 7. BEVERAGES

- a. A \$5/person minimum bar spend is imposed for all events. Bar minimums are compulsory and can be met through cash bar, hosted bar or a combination of both. Minimum bar spend does not include Beverage Service Fees or Sales Tax.
- b. Alcoholic and/or non-alcoholic beverages may not be brought in or removed the premises, at any time, for any reason. Outside beverages of any kind is strictly prohibited.
- c. All pre-paid and hosted bar sales are subject to an 18% Beverage Service Fee, plus 5.5% sales tax.
- d. Special order beverage requests are non-refundable.
- e. Underage consumption is not tolerated, with or without parental permission.

## 8. STAFF

- a. Celebrations will provide adequate staffing, at our sole discretion, for food and beverage service as well as a Venue Coordinator. No individual Venue Coordinator is guaranteed.
- b. Venue Coordinator's role is limited to the details pertaining to the venue. Coordination of outside vendors and other event planning duties are not included.

## 9. POLICY, PRICING AND FACILITY CHANGES

- a. Celebrations reserves the right at any time to review policy and prices and to make changes to such policies and prices when deemed necessary.
- b. Celebrations reserves the right to remodel, add-on and/or modify the facility at any time without notice to the Client.

## 10. FINAL DEADLINE

- a. All details must be finalized seven (7) business days prior to the event.

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- b. Additional Change Order(s) must be agreed to in writing. Additional fees will apply.

## **11. FORCE MAJEURE**

- a. Celebrations shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

## **12. LIABILITY**

- a. Client expressly agrees that Celebrations shall not be liable to Client or others, including Client's guests and invitees or service providers or contractors, for damage or loss of personal property located in or about the Premises. The Client, hereby indemnifies and hold harmless Celebrations, its members, owners, managers, employees, officers, representatives, and agents, from and against any and all claims or liability for property damage or loss arising from the use and occupancy of the Premises by the Client or Client's guests or invitees contractors or service providers.
- b. Client expressly agrees that Celebrations shall not be liable for any injuries to Client or others, including Client's guests and invitees, service providers or contractors, unless such injuries are directly caused by the intentional or negligent acts or omissions of Celebrations. Client, hereby indemnifies Celebrations, its members, employees, officers, representatives, and agents, from and against any and all liabilities, damages or personal injuries arising from the use and occupancy of the Premises by the Client or Client's guests or invitees, service providers or contractors.

## **13. AMENDMENT**

- a. Terms and Conditions may be modified or amended from time-to-time as determined solely by Celebrations. The Client will be provided with notice of such changes and amendments which shall be binding on the Client.

## **14. ENTIRE AGREEMENT/BINDING**

- a. THE ORDER INVOICE AND TERMS AND CONDITIONS SET FORTH HEREIN SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. CLIENT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE ORDER INVOICE. The Order Invoice and these Terms and Conditions supersede any prior written or oral agreements between the parties. The Terms and Conditions and Order Invoice shall be binding on the parties hereto and their successors and assigns.

## **15. SEVERABILITY**

- a. If any provision of the Terms and Condition or Order Invoice shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

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enforceable. The invalidity or unenforceability of any provisions of this Agreement shall not affect or impair any other provisions.

## 16. APPLICABLE LAW

- a. This Agreement shall be governed by the laws of the State of Wisconsin.

I confirm that I have read the Terms & Conditions and Order Invoice and agree to all items and provisions contained therein.

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Signature

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Printed Name and Title

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Company Name

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Date

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Phone

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Email

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Address

---

City, State, Zip

---

Celebrations Representative

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Date

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