

# CELEBRATIONS

ON THE RIVER

## AGREEMENT TERMS AND CONDITIONS

### 1. DATE & GUEST COUNT

- a. Date of Event: \_\_\_\_\_
- b. Room: \_\_\_\_\_
- c. Original/Minimum Guest Count: \_\_\_\_\_
- d. Final Guest Count is due no later than ten (10) 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. RESERVATION AND ROOM RENTAL FEE(S)

- a. Client agrees to pay a non-refundable down payment towards the Room Rental Fee(s) in the amount of the \$1,000 at the time of signing the Agreement.
- b. The final Room Rental Fee(s) are based on the Final Guest Count, due 10 days prior to the Date of Event.

### 3. DAMAGE AND OUTSTANDING TAB(S)

- a. Client shall be liable for any damages to the Premises which are in any way caused by the Client, Client's guests, invitees, or service providers and Client further agrees to pay all costs and expenses to repair or remedy such damages to the Premises within 30 days.
- b. Client agrees to pre-authorize a credit card, up to \$500 for outstanding tabs and/or additional requests made by the Client.

### 4. PAYMENT TERMS

- a. The Total Event Costs must be pre-paid by the Client in full no later than ten (10) business days prior to the Event Date. Failure to comply will result in a \$250/day late fee. Celebrations reserves the right to cancel the event for failure to pay.
- b. If the Client fails to make payment of any amounts due pursuant to the Order Invoice or these terms and conditions, Celebrations may terminate the parties Agreement and cancel the Event.
- c. Additional 3.9% fee applies to all credit card payments.
- d. 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.
- e. Returned checks, for any reason(s) will be charged a \$100 fee.
- f. Client agrees to not dispute credit card charges with their card holder for any damage, day of event charges or outstanding tabs. Disputed charges result in an additional \$250 fee plus the original amount.

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

- a. If the Client requests to change the Date of Event, Celebrations will make reasonable efforts, at its sole discretion, to accommodate the request. A \$1,000 fee is applied to all date changes regardless of reason(s).
- b. If the event is cancelled by the Client for any reason(s), a cancellation fee is immediately due, in addition to the non-refundable down payment.
  - a. \$2,500 if cancelled 6 months or more from the Date of Event.

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- b. \$5,000 if cancelled 6 months or less from the Date of Event.

## 6. PUBLIC HEALTH PANDEMIC

- a. A public health pandemic is defined as a state-wide or national health crisis that affects the entire public, where businesses are forced to close by the government or impose significant restrictions prohibiting the event to continue as scheduled.
- b. In the event of a COVID-19 like-pandemic, related “Safer at Home” order or similar government-mandate forcing businesses to close, both parties shall negotiate in good faith to continue, reschedule, or cancel. Client’s options in a public health pandemic are as follows.
  - a. Keep the original date. Celebrations will waive minimum guest counts and minimum spends. All safety restrictions apply.
  - b. Reschedule to a different date. All monies are transferred to a new date. A new agreement and updated rental fees may be required at the sole discretion of Celebrations.
  - c. Cancel. If the Client wishes to cancel altogether, all cancellation policies and fee(s) apply.
- c. In the case the state or federal government mandates Celebrations be shut down completely, Celebrations will refund the original down payment within thirty (30) days of the date of event and waive the cancellation fee(s).

## 7. RULES AND REGULATIONS

- d. All contractors or service providers, including, but not limited to, live music, entertainment, planners, and caterers shall be the sole responsibility of the Client.
- e. Client is responsible for all license, permits and fees due or required for contractors and service providers.
- f. Placement of tables, tents, live music, equipment, entertainment, etc. require preapproval by Celebrations prior to the date of the Event.
- g. Access to the room(s) begins at 10am on the Schedule Event Date and ends at 12am (midnight) unless agreed upon in writing otherwise. \$75/hour per additional hour with a 1-hour minimum.
- h. Decorations cannot be attached to the walls, floors, windows, tables or wood trim unless agreed to in writing by Celebrations.
- i. Confetti, glitter, foam, bubbles, flower petals and similar decorations are not permitted. Failure to comply will result in a minimum \$200 Cleaning Fee.
- j. Rehearsal reservations are subject to availability and are scheduled 1 hour in length. No sound system or chairs are set for rehearsals.
- k. Children must be supervised by an adult chaperone(s) at all times.
- l. 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.
- m. Celebrations does not provide DJ or music services at any time before or during events. All music coordination is the responsibility of the Client.
- n. Audio/visual requirements by the Client must be tested and approved by Celebrations three (3) days prior to the event.
- o. All 3<sup>rd</sup> party vendors or service providers and guests must adhere to the Terms and Conditions set forth herein. It is the responsibility of the Client to share these guidelines with all parties.



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## 8. VIP WEDDING PACKAGES

- a. Package details cannot be modified, substituted, reallocated or changed without written permission from Celebrations.
- b. Final price is based on the Original or Final Guest Count, whichever is greater. 150 guests minimum.
- c. Vendors included in package(s) are limited to Preferred Partner(s) under contract with Celebrations and cannot be modified, substituted or reallocated.
- d. Client expressly agrees that Celebrations shall not be responsible or liable for any product(s) or service(s) provided by any 3<sup>rd</sup> party vendor. All 3<sup>rd</sup> party transaction(s) are the sole responsibility of the Client.
- e. Prices do not include Room Rental Fee(s) or WI Sales Tax.
- f. Packages rules and restrictions include but are not limited to;
  - a. Morning/Afternoon Snack: Limited to VIP snack menu, up to 20 guests. Additional guests billed at menu price. Menu subject to change.
  - b. Appetizers: Limited to VIP Appetizer menu. Butler service includes up to 2 servers, for up to 2 hours. Additional server and/or time is billed at \$50/hour. Menu subject to change.
  - c. Salads: Limited to VIP Salad menu. Includes one option, up to 2 dressings. Menu subject to change.
  - d. Main Entrée: Limited to VIP Entrée(s) menu options included in package. Custom menus not included unless agreed to in writing by Celebrations. Menu subject to change.
  - e. Desserts: Limited to one option on VIP Dessert menu, unless otherwise agreed to in writing. All desserts are displays. Plated service is \$4/person. Menu subject to change.
  - f. Late Night Snack: Limited to one VIP Late Night Snack menu. All late-night snacks are displays. Quantity based on up to 50% of total guest count. Menu subject to change.
  - g. Hosted Bar:
    - i. Unlimited Tap Beer: Up to 3 domestic taps, served from the bar, starting at the scheduled bar opening time to midnight. Some restrictions apply.
    - ii. Partial Open Bar: Includes 2 drinks per person based on the final guest count. After a total of 2 drinks/person, bar will transition into a cash bar, unless otherwise agreed to and paid by the Client. Drinks limited to options that are \$6/each or less. Up charges are passed on to guests, unless otherwise agreed to in writing.
    - iii. Full Open Bar: Includes all drinks, for all guests, all day starting at the scheduled bar opening time to midnight. Signature drink(s) are limited to 2 options or less, prepared behind the bar, as ordered. Additional guests above and beyond the final guest count for the reception and/or dance are not included. Restrictions apply.
  - h. Wine: Limited to house wine options. Limited to 2 bottles per guest tables. See wine menu. Service is self-serve at tables only. Family tables limited to reserved family tables.
  - i. Champagne: limited to in-house champagne. One glass per guest. Service is self-serve at tables. Family tables limited to reserved family tables.
  - j. Soda: Limited to fountain Pepsi products. Pitchers not available.
  - k. Coffee: Limited to in-house regular or decaf coffee. Served with sugar and cream from behind the bar or a coffee station, at Celebrations sole discretion.

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- l. Décor: limited to in-stock décor options listed in the Dream Décor Packages. Premium options may be subject to additional fee(s). Outside decorations are the sole responsibility of the Client to setup and cleanup. All items must be removed same night.
- m. DJ: limited to Preferred Partner(s) under contract with Celebrations and cannot be modified, substituted or reallocated. Includes standard equipment, up to 6 or 9 hours depending on package. Any additional options are between the Client and VIP Vendor. Signed agreement with VIP Vendor required.
- n. Photographer: limited to VIP Partner(s) under contract with Celebrations and cannot be modified, substituted or reallocated. Includes up to 8 continuous hours of day of event coverage, engagement session, digital pictures from day of event and a print release from the photographer. Any additional options and/or services are between the Client and VIP Vendor. Signed agreement with VIP Vendor required.
- o. Hair/Makeup: Limited to VIP Partner(s) under contract with Celebrations and cannot be modified, substituted or reallocated. Includes standard hair and makeup services for the bride only on the day of the event at Celebrations. Any additional options are between the Client and VIP Vendor. Signed agreement with VIP Vendor required.
- p. Ceremony Coordination: Limited to Celebrations in-house Event Coordinator.
- q. Audio/Visual/Microphone: Includes up to 2 hand-held wireless microphones. All pictures, PowerPoints, videos, etc. must be provided by client 72 hours prior to the day of event. If received in less than 72 hours, there is no guarantee Celebrations will play it, or it will work properly. Additional fees may also apply for A/V needs received within 72 hours. Celebrations does not support DJ's, bands or other 3<sup>rd</sup> party vendors.
- r. Discounted Hotel Shuttle Service: Signed Hotel Shuttle Service agreement required. Rules and restrictions apply. See Hotel Shuttle Service Agreement for full details.
- s. Staff: Includes event planner for details pertaining to the venue, day of event assistant, chef(s), bartender(s), server(s), setup and cleanup team. Staff quantity, expertise and hours is at Celebrations' sole discretion.

## 9. FOOD AND CATERING

- g. A \$20/person minimum food spend is imposed for all events, based on the Original or Final Guest Count, whichever is greater, unless agreed to in writing by Celebrations.
- h. Additional guests on the Scheduled Event Date, above the Original or Final Guest Count, whichever is greater, will be charged menu price.
- i. Addition food and/or buffet overages are at the Client's discretion and subject to additional fees.
- j. Food menu prices are subject to change without notice when the Event Date is more than one year in advance.
- k. Catered food may not be removed the premises, for any reason. All leftover food is the property of Celebrations, with the exception of cakes/cupcakes.
- l. Taste tests prior to the Schedule Event Date are complimentary for up to 2 guests.
- m. All outside catering company(s) are subject to the terms and conditions listed in the Outside Catering Agreement and must be pre-approved in writing by Celebrations.

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- n. All outside catering is subject to a \$10/Person Outside Catering Fee based on the Original or Final Guest Count, whichever is greater.
- o. Paper plates, paper napkins, plastic tablecloths and/or plastic utensils are not allowed.

## 10. BEVERAGES

- a. A \$10/person minimum bar spend is imposed for all events, based on the Original or Final Guest Count, whichever is greater. 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, by anyone, is strictly prohibited. Failure to comply will result in a \$250 penalty per occurrence.
- c. All pre-paid and hosted bar sales are subject to an 18% Beverage Service Fee, plus 5.5% sales tax. The final Beverage Service Fee, shall be based on final hosted bar tab or original amount, whichever is greater.
- d. Special order beverage requests are non-refundable. Final beverage requests are due fourteen (14) days prior to the Scheduled Event Date.
- e. All menu prices are subject to change without notice, within fourteen (14) days prior to the Scheduled Event Date.
- f. Underage consumption is not tolerated, with or without parental permission. Individuals engaging it will be removed from the Premises and subject to a \$250 penalty per occurrence.

## 11. VENUE COORDINATOR AND STAFF

- a. Staff Service Fee applies to all events, supporting pre-event planning, day-of-event host(s), bartender(s), server(s), cook(s), clean up staff and basic supplies. Fees are \$899 for events over \$5,000. Or \$699 for events less than \$4,999, based on the original or final invoice, whichever is greater.
- b. Celebrations' team consists of several Venue Coordinators. No individual Venue Coordinator is guaranteed. Client will be working with multiple Venue Coordinators.
- c. Venue Coordinator's role is limited to the details pertaining to the venue. Wedding planning services, decorations, coordination of vendors and other event planning duties are not included.
- d. Event planning meetings are typically held upon booking the event and approximately 90 days, 30 days and 14 days prior to Event Date.

## 12. PICTURE PATHS

- a. Access to the picture paths is complimentary and at the sole discretion of Celebrations.
- b. Client has non-exclusive, limited access on the Day of Event. Additional access requires reservations and approval in writing from Celebrations.
- c. All pictures and/or videos are subject to the terms and conditions in Section 14.

## 13. 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.

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## 14. FINAL DEADLINE

- a. All details in the Order Invoice and Event Profile, including final payment must be finalized ten (10) business days prior to the event.
- b. No major changes are allowed within ten (10) business days. Minor changes within 10 days may be accommodated with additional costs.
- c. Additional Change Order(s) must be agreed to in writing. Additional fees will apply.

## 15. ONLINE REVIEW AND PICTURES

- a. Client agrees to submit an online rating on Facebook, Google, WeddingWire and/or The Knot, within 14 days following the Date of Event, unless otherwise agreed to in writing.
- b. Client agrees written testimonials may be partially or fully published on Celebrations' website and other channels, at the sole discretion of Celebrations.
- c. Client agrees to allow Celebrations' in-house photographer to take pictures of the event, guests and guest of honor(s) to use at their sole discretion without royalties or copyright infringement.
- d. Client agrees to provide Celebrations high resolution digital pictures from Client's photographer within 90 days of Date of Event to use at Celebrations' sole discretion without royalties or copyright infringement.

## 16. COURTESY PROTOCOL

- a. Celebrations reserves the right to request any person or group of people acting unruly or contrary to regulations to leave the Premises. Assistance from law enforcement agencies may be applicable.
- b. Client agrees to not make irrational demands, act in an unreasonable manner(s), become abusive or unruly towards Celebrations' members, owners, managers, employees, officers, representatives or agents in any way. If breached, Celebrations reserves the right to cancel the event and retain all monies paid without refund.

## 17. NON-DISPARAGEMENT, DEFAMATION OF CHARACTER AND SLANDER

- a. Client agrees to not slander or injure Celebrations' reputation or goodwill in any way including its employees or owners (on any public forum, ratings website(s), blogs, social networks, etc.) at any time during or subsequent to this Agreement.
- b. Client agrees to privately address any concern(s) and/or complaint(s). If breached, client agrees to immediately remove such violation(s) within 72 hours and may be subject to monetary damages, up to \$1,000 per violation.

## 18. 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.

## 19. 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

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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.

## **20. 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.

## **21. 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.

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

## **23. APPLICABLE LAW**

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



# CELEBRATIONS

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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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Signature

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Printed Name

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Printed Name

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Date

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Date

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Phone

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Phone

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Email

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Email

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Address

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Address

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City, State, Zip

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City, State, Zip

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Celebrations Representative

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Date