

# 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 fourteen (14) days prior to the Event Date.
- e. Client will be billed the Original/Minimum Guest Count or the Final Guest Count, whichever is greater.

### 2. NON-REFUNDABLE DOWN PAYMENT 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 for a-la-carte bookings and \$1,500 for VIP Wedding Packages.

### 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 10 days.
- b. Client agrees to pre-authorize a credit card, up to \$1,500 for damage, 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.
- 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 without liability.
- c. 3.9% fee applies to credit and debit 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 \_\_\_\_\_ (INITIAL)

- a. If the Client requests to change the Date of Event, a \$1,000 fee is charged and due in full at the time of changing the date. Date changes are not allowed within 6 months of the Date of Event.
- b. If the event is cancelled by the Client for any reason(s), a cancellation fee is charged, in addition to the non-refundable down payment. The cancellation fee is due 14 days after giving notice, with a \$100/day late fee.
  - a. \$2,500 if cancelled 6 months or more from the Date of Event.
  - b. \$5,000 if cancelled within 6 months from the Date of Event.
  - c. \$10,000 if cancelled within 30 days or less from the Date of Event.

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## 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 the minimum guest count for a-la-carte reservations. For VIP Wedding Packages, the minimum adult guest count is still required. All safety restrictions imposed by Celebrations, local, state and/or federal agencies apply.
  - b. Reschedule to a different date. All monies may be transferred to a new date one time only. Multiple date transfers are not permitted. A new agreement and updated pricing 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 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. Client is responsible for all license, permits and fees due or required for contractors and service providers.
- e. Placement of tables, chairs, stage(s), tents, live music, equipment, entertainment, etc. requires preapproval by Celebrations prior to the date of the Event.
- f. 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.
- g. Decorations cannot be attached to the walls, floors, windows, or trim.
- h. Confetti, glitter, foam, bubbles, flower petals and similar decorations are not permitted. Failure to comply will result in a minimum \$200 Cleaning Fee.
- i. Ceremony rehearsal reservations are subject to availability and are scheduled 1 hour in length. No sound system or chairs are set for rehearsals.
- j. Children must be supervised by an adult chaperone at all times.
- k. Personal items and/or décor cannot be dropped off early or left overnight.
- l. Celebrations is not responsible for lost or stolen personal property 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 files must be provided by the Client 72 hours prior to the Day of Event. If received in less than 72 hours, Celebrations makes no guarantees it will play or work. Additional fees apply for A/V needs within 72 hours. AV support is not provided for DJ’s, bands, videographers, or 3<sup>rd</sup> party vendors.
- o. A separate Agreement is required for the optional Hotel Shuttle Service. Additional fees may apply.
- p. Celebrations is not responsible for mechanical failures such as power loss, cable/satellite TV failures, plumbing, electrical or HVAC failures, sprinkler malfunctions, etc.
- q. 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.
- b. All VIP Packages require a minimum of 150 guests. No exceptions. Final price is based on the Original/Minimum Guest Count or Final Guest Count, whichever is greater. If less than 150 guests, food, drinks and décor are prepared for the actual final guest count.
- c. Additional guests attending the dance only, are charged a reduced and separate fee.
- d. The final deadline to select a VIP Package or a-la-carte is 12 months prior to the Date of Event. If booked within 12 months the deadline is 45 days after booking.
- e. Vendors included in VIP Wedding Package(s) are limited to VIP Vendors under contract with Celebrations.
- f. 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, including VIP Vendors in the VIP Wedding Packages.
- g. Package price does not include Room Rental Fee(s) or Wisconsin Sales Tax.
- h. 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 no earlier than 2pm to midnight on the Day of Event. Some restrictions apply.
    - ii. Partial Open Bar: Includes 3 drinks per person based on the final guest count. After a total of 3 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.

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- 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. Table service is not included.
- 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 9 hours. 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.
- r. Discounted Hotel Shuttle Service: Signed Hotel Shuttle Service agreement required.
- 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

- i. A \$25/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.
- j. Menu prices are subject to change without notice when the Event Date is more than one year in advance.
- k. Food cooked or refrigerated must be solely provided by Celebrations.
- l. Outside dessert policy:
  - a. Outside desserts must be provided by a licensed and insured baker.
  - b. Client is responsible for all plates, silverware, and napkins for outside desserts.
  - c. Setup is not included. Client is responsible for setup and cleanup.
  - d. Cupcake and/or cake stands are not included, but available to rent for an additional fee.
  - e. Dessert service, including cake cutting is not included, but may be available for an additional fee.
- m. Additional guests on the day of event, above the Final Guest Count will be charged at menu price.
- n. Additional food and/or buffet overages are subject to additional fees.
- o. 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 if provided by the Client.
- p. All outside catering is subject to a \$10/Person Outside Catering Fee based on the Original/Minimum Guest Count or Final Guest Count, whichever is greater. All outside catering company(s) are subject to the terms



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and conditions listed in the Outside Catering Agreement and must be pre-approved in writing by Celebrations.

- q. Paper plates, paper napkins, plastic tablecloths and/or plastic utensils are not allowed.
- r. Attendance of one Taste Test Event is complimentary for up to 2 guests.
  - a. Client may attend one Taste Test Event, 3-9 months prior to the Scheduled Event Date.
  - b. RSVPs are required on [www.CelebrationsLaCrosse.com](http://www.CelebrationsLaCrosse.com) a minimum of 30 days prior to the event. Restrictions apply. Maximum guest count enforced.
  - c. A maximum of 4 additional guests is allowed. A fee of \$55/person is charged for additional guest(s) and must be paid in advance, either online or added to the Order Invoice. No refunds.
  - d. Taste Test menus are at the sole discretion of Celebrations. Special requests are not accepted. Portion sizes are sample size and quantities are limited.
  - e. Private Taste Tests are NOT complimentary. Costs are \$75/person and require reservations a minimum of 2 weeks in advance and are limited to 3 entrees and 4 sides.

## 10. BEVERAGES

- a. A \$12/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 from the premises, at any time, for any reason. Outside beverages, of any kind, by anyone, anywhere on the property is strictly prohibited. Failure to comply will result in a \$500 penalty per occurrence.
- c. Underage consumption is not tolerated, with or without parental permission. Individual(s) engaging in it will be asked to leave the Premises and the Client will be charged \$500 per occurrence.
- d. Open Bar packages are based on the total guest count including kids and adults.
- e. 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.
- f. All pre-order beverage orders are non-refundable. Final beverage orders are due fourteen (14) days prior to the Scheduled Event Date.
- g. Beverage prices are subject to change without notice, within fourteen (14) days prior to the Scheduled Event Date.

## 11. DECORATIONS

- a. Décor packages, pricing, and options at the time of booking will be honored. Some restrictions apply.
- b. Additional décor options added after the time of booking are an additional cost. Some restrictions apply.
- c. Some décor items are limited and available only under a first come, first serve basis. Client may hold décor items 90+ days before the Date of Event at no charge. If removed within 90 days prior to the Date of Event, rental fee(s) will be charged in full regardless if used or not. Some restrictions apply.



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## 12. VENUE COORDINATOR AND STAFF

- a. A Staff Service Fee of \$2,500 applies to all events in 2023, supporting pre-event planning, day-of-event host(s), bartender(s), server(s), cook(s), setup and clean up staff. For events in 2024, the Staff Service Fee is \$3,500. For events in 2025, the Staff Service Fee is \$4,500.
- b. Celebrations' team consists of several Venue Coordinators. No individual Venue Coordinator is guaranteed. Client(s) will be working with multiple Venue Coordinators.
- c. Venue Coordinator's role is limited to the details pertaining to the venue only. Restrictions apply.
- d. An additional \$1,500 fee applies if the Client hires a 3<sup>rd</sup> party wedding planner or event coordinator.
- e. Event planning meetings are held approximately 1 year, 90 days, 30 days and 14 days prior to Event Date.

## 13. 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.
- c. All pictures and/or videos are subject to the terms and conditions in Section 15.

## 14. 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.

## 15. FINAL DEADLINES

- a. All details in the Order Invoice and Event Profile, must be finalized fourteen days (14) days prior to the Event Date. All details must be documented in the Client's Wedding Profile. A 14-day sign-off of all event details is required by the Client.
- b. Final payment is due ten (10) business days prior to the Event Date. Failure to comply will result in a \$250/day late fee.

## 16. ONLINE REVIEW AND PICTURES

- a. Celebrations requests Client to submit an online review on Facebook, Google, WeddingWire and/or The Knot within 14 days following the Date of Event.
- b. Client's written testimonial(s) may be partially or fully published on Celebrations' website and/or other marketing materials, at the sole discretion of Celebrations.
- c. Client agrees to allow Celebrations to take pictures of the event to use at their sole discretion without royalties or copyright infringement.
- d. Celebrations requests high resolution digital pictures from Client's photographer to use at Celebrations' sole discretion without royalties or copyright infringement.

## 17. 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

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The logo for Celebrations On The River features a large, stylized, light-colored letter 'C' in the background. Overlaid on this 'C' is the word 'CELEBRATIONS' in a bold, black, serif font. Below 'CELEBRATIONS' is the phrase 'ON THE RIVER' in a smaller, black, serif font.

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in any way. If breached, Celebrations reserves the right to cancel the event and retain all monies paid without refund or any liability.

## **18. 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.

## **19. 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, acts of nature, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

## **20. 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.

## **21. 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.

## **22. 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.

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**23. 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.

**24. 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Printed Name

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Printed Name

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Celebrations Representative

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Date