

# 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 Date of Event.
- e. Client will be billed the Original/Minimum Guest Count or the Final Guest Count, whichever is greater.

### 2. NON-REFUNDABLE DOWN PAYMENT

- a. Client agrees to pay a non-refundable down payment in the amount of \$1,000.

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

- a. Client shall be liable for any damages to the premises caused by the Client, Client's guests, invitees, vendors or service providers. 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 place a valid credit card on file 30 days prior to the Date of Event and pre-authorize up to \$1,500 for damage(s), outstanding tab(s), or day of event add-on(s).

### 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 Date of Event. Failure to comply will result in a \$250/day late fee.
- b. If the Client fails to make payment pursuant to the Order Invoice or these Terms and Conditions, Celebrations may terminate the Agreement and cancel the Event without liability.
- c. 3.9% fee applies to credit and debit card payments.
- d. 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 30 days after giving notice.
  - 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 from the Date of Event.



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ON THE RIVER

## 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 or impose significant restrictions prohibiting the scheduled event.
- b. In the event of a COVID-19 like-pandemic, related “Safer at Home” order or government-mandate, both parties shall negotiate in good faith to continue, reschedule, or cancel.
  - a. Keep original date. Celebrations will waive the minimum guest count for a-la-carte reservations.
  - b. Reschedule to a different date. All monies are transferred to a new available date. Multiple date transfers are not permitted. Restrictions apply.
  - c. Cancel. If the Client wishes to cancel the event, all cancellation policies and fee(s) apply.

## 7. RULES AND REGULATIONS

- c. All vendors including the DJ, photographer, hair, makeup, officiant, live music, entertainment, and other 3<sup>rd</sup> party vendors shall be the sole responsibility of the Client including licenses, permits and fees.
- d. Access to the room(s) begins at 10am on the Date of Event and ends at 12am (midnight) unless agreed upon in writing otherwise. Early and/or late access is \$100/hour with a 1-hour minimum.
- e. Decorations may not be attached to the walls, floors, windows, doors, or trim.
- f. Confetti, glitter, foam, bubbles, flower petals and similar decorations are not permitted. Failure to comply will result in a minimum \$200 cleaning fee.
- g. One complimentary ceremony rehearsal is included with the following restrictions.
  - a. Reservations are subject to availability and limited to 1 hour in length.
  - b. No sound system or microphone is available.
  - c. Only guests participating in the ceremony may attend. Children, spouses and/or guests outside the wedding ceremony may not attend.
- h. Children must be supervised by an adult chaperone at all times.
- i. Personal items and/or décor cannot be dropped off early or left overnight.
- j. Celebrations is not responsible for lost or stolen personal property prior to, during or after the event.
- k. Celebrations does not provide DJ or music services at any time before or during events. All music coordination is the responsibility of the Client.
- l. 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.
- m. A separate Agreement is required for the optional Hotel Shuttle Service. Additional fees apply.
- n. Celebrations is not responsible for mechanical failures such as power loss, cable/satellite TV failures, plumbing, electrical or HVAC failures, sprinkler malfunctions, etc.
- 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.

## 8. WEDDING PACKAGES

- a. Modifications, substitutions, or changes require written permission and may result in pricing adjustments.
- b. Final price is based on the Original/Minimum Guest Count or Final Guest Count, whichever is greater.
- c. Package price does not include Room Rental Fee(s) or Wisconsin Sales Tax.
- d. Additional guests attending the dance only are charged a reduced and separate fee per person.
- e. Packages rules and restrictions include but are not limited to;

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# CELEBRATIONS

ON THE RIVER

- a. Bridal/Groom Suite Packages: Limited menu, see website for details. Menu subject to change.
- b. Appetizers: Limited to Appetizer menu. Menu subject to change.
- c. Salads: Limited to Salad menu. Menu subject to change.
- d. Main Entrée: Limited to Entrée(s) menu options included in package. Menu subject to change.
- e. Desserts: Limited to Dessert menu. Menu subject to change.
- f. Late Night Snack: Limited Late Night Snack menu. Quantity based on up to 50% of final guest count. Menu subject to change.
- g. Hosted Bar:
  - i. Unlimited Tap Beer: Includes 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: Based on the final guest count and specific package selected. Includes standard and premium drinks. Top shelf and special orders are not included. 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 in-house wine options. See wine menu.
- i. Champagne: limited to in-house champagne options.
- j. Soda: Limited to fountain Pepsi products. Cans, bottles, and pitchers are not available.
- k. Coffee: Limited to in-house regular or decaf coffee. Served 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 at the time of booking. Additional options are 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. Ceremony Coordination: Limited to Celebrations in-house Event Coordinator.
- n. Audio/Visual/Microphone: Includes projector, audio and 1 hand-held wireless microphone.
- o. Discounted Hotel Shuttle Service: Signed Hotel Shuttle Service agreement required.
- p. Staff: Includes event planner(s), day of event host(s), chef(s), bartender(s), server(s), setup, and cleanup team. Staff quantity, expertise and hours are at Celebrations' sole discretion.

## 9. FOOD

- f. 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.
- g. Menu prices and options are subject to change without notice when the Date of Event is more than one year in advance from the time of booking.
- h. Food cooked and/or refrigerated must be solely provided by Celebrations.
- i. 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. Client is responsible for all setup and cleanup for outside desserts.
  - 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.

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# CELEBRATIONS

ON THE RIVER

- j. Additional guests above the Final Guest Count will be charged at menu price.
- k. Additional portion sizes and/or buffet overages are subject to an additional fee.
- l. Catered food may not be removed the premises, for any reason. All leftover food is the property of Celebrations, except for dessert(s) provided by the Client.
- m. A \$10/Person Outside Catering Fee is charged based on the Original/Minimum Guest Count or Final Guest Count, whichever is greater. 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.
- n. One complimentary Taste Test Event is included for up to 2 guests.
  - a. RSVPs are required on [www.CelebrationsLaCrosse.com](http://www.CelebrationsLaCrosse.com) a minimum of 30 days prior to the event.
  - b. Client(s) may attend 3-9 months prior to the Date of Event.
  - c. A maximum of 4 additional guests are allowed. A fee of \$55/person is charged to the Client's invoice for each additional guest. No refunds.
  - d. Taste Test menus are at the sole discretion of Celebrations. Special requests are not accepted.
  - 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 required for all events, based on the Original or Final Guest Count, whichever is greater. Bar minimums are compulsory and can be met through a 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 premises is prohibited.
  - Failure to comply results in a fine of \$250 per can/bottle/container, charged to the Client.
  - Outside beverages will be confiscated, without return or credit to the Client or Client's guests.
  - Celebrations reserves the right to conduct periodic inspections throughout the event.
- c. Underage consumption is not tolerated with or without parental permission. Individual(s) engaging in it will be asked to leave the premises immediately. Failure to comply results in a \$250 fine to the Client.
- 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.
- f. Pre-paid beverages and special orders are non-refundable.
- g. All beverage options and prices are subject to change without notice.

## 11. DECORATIONS

- a. Décor packages, pricing, and options at the time of booking will be honored. New décor options added after the original booking are subject to additional costs. Some restrictions apply.
- b. Some décor options are limited in quantity and available on a first come, first serve basis only. Client may reserve decorations at any time but will be charged in full regardless if used or not.

## 12. VENUE COORDINATOR AND STAFF

- a. A Staff Service Fee applies to all a-la-carte events for pre-event planning, host(s), bartender(s), server(s), cook(s), setup and clean up staff. Staff Service Fee is \$2,500 in 2023. In 2024, \$3,500. In 2025, \$4,500.

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- b. Celebrations' team consists of several Venue Coordinators. No individual Venue Coordinator is guaranteed. Client(s) will be working with multiple Venue Coordinators.
- c. The 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. Planning meetings are held approximately 1 year, 90 days, 30 days, and 14 days prior to Date of Event.

### **13. PICTURE PATHS**

- a. Access to the picture paths is complimentary and subject to availability at the sole discretion of Celebrations. Client has non-exclusive, limited access on the Date of Event. Some restrictions may apply.
- b. Celebrations is not responsible for availability failure(s), delay(s), damage(s), or injuries.

### **14. POLICY, PRICING AND FACILITY CHANGES**

- a. Celebrations reserves the right to update policies and prices at any time, at our sole discretion.
- b. Celebrations reserves the right to remodel, add-on and/or modify the facility at any time without notice.

### **15. FINAL DEADLINES**

- a. All details in the Order Invoice and Event Profile must be finalized fourteen days (14) days prior to the Date of Event. No changes are allowed within fourteen days (14) days prior to the Date of Event.
- b. Final payment is due ten (10) calendar days prior to the Date of Event. Late payment fee is \$250/day.

### **16. ONLINE REVIEW AND PICTURES**

- a. Celebrations requests Client to submit an online review on Facebook, Google, WeddingWire and/or The Knot within 30 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 may request 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, disrespectful, or engaging in behavior contrary to Celebrations' rules or regulations to leave the Premises.
- b. Client agrees to not make irrational demands, act in an unreasonable manner(s), become abusive or unruly towards Celebrations' 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 or 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.



# CELEBRATIONS

ON THE RIVER

- 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 subject to monetary damages of \$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.

## **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.



# CELEBRATIONS

ON THE RIVER

I confirm that I have read the Agreement's 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