

CELEBRATIONS

ON THE RIVER
AT SHENANIGANS

TERMS AND CONDITIONS

1. NUMBER OF GUESTS

- a. Original Guest Count: _____
- b. 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 Reservation Fee(s) in the amount of the \$1,500 at the time of signing the Agreement.
- b. Client is responsible for all Room Rental Fee(s), at the time of booking regardless if used or not.

3. DAMAGE DEPOSIT

- a. Client agrees to pay a separate Damage Deposit of \$500.00 at the time the client agrees to terms and conditions set forth herein and in the Order Invoice. The Damage Deposit will be returned to the Client approximately thirty (30) days after the event, provided there is no damage to the Premises which was caused by the Client, Client's guests, invitees, or service providers', including outstanding tabs or any violations of the terms and conditions set forth herein or in the Order Invoice. If any such damages, open tabs or violations are discovered, then Celebrations may, in its sole discretion, apply the Damage Deposit to the costs or losses Celebrations incurs as a result of the aforementioned.
- b. 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.

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. Any other fees (i.e., food, beverage or other additional charges as provided herein) which are not part of the Total Event Costs shall be paid immediately following the end of the event.
- c. If the Client fails to make any payment of any amounts due pursuant to the Order Invoice or these terms and conditions, then Celebrations may, at its option, declare all amounts owed under the Order Invoice and these terms and conditions payable immediately, and terminate the parties Agreement and cancel the Event.

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www.CelebrationsLaCrosse.com

CELEBRATIONS

ON THE RIVER
AT SHENANIGANS

- d. Additional 3.9% fee applies to all credit card payments.
- e. 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.
- f. Returned checks, for any reason(s) will be charged a \$100 fee.
- g. Incidental add-ons may be added by the Client and will be billed at the end of the Event Date and/or deducted from the Damage Deposit.

5. DATE CHANGE(S) AND CANCELLATIONS

- a. 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 and change the event to a different date this is available. If the event is cancelled by the Client for any reason(s), the Room Reservation Fee(s) shall be non-refundable and retained by Celebrations unless otherwise agreed to in writing by the parties.

6. RULES AND REGULATIONS

- a. All contractors or service providers, including, but not limited to, live music, entertainment, planners, and caterers shall be the sole responsibility of the Client.
- b. Client is responsible for all permits required for live music, tent(s), catering and special requests.
- c. Event(s) are scheduled to end by midnight (12:00 am) unless agreed upon in writing otherwise. An additional \$150/hour fee applies thereafter. 1 hour minimum.
- d. Decorations shall not be attached to the walls, floors, windows, tables or wood trim unless agreed to in writing by Celebrations.
- e. All decorations must be removed by the Client at the end of the event without leaving damage. Minimum \$100 Cleaning Fee.
- f. Confetti, glitter, foam, bubbles, flower petals and similar decorations are not permitted. Failure to comply will result in a minimum \$100 Cleaning Fee.
- g. Candles must be in a glass base under each candle.
- h. Client, along with any guests or invitees or service providers, are prohibited from smoking inside the Premises and any areas outside the Premises which Celebrations does not designate as a smoking area.
- i. Placement of tables, tents, live music, equipment, entertainment, etc. require preapproval by Celebrations prior to the date of the Event.
- j. Client may have access to the room and begin decorating no earlier than 10am on the Event Date unless otherwise agreed to in writing by Celebrations.
- k. Rehearsal reservations are subject to availability and are not to exceed 1 hour in length. No sound system or chairs are set for rehearsals.
- l. Children must be supervised by adult chaperone(s) at all times.

CELEBRATIONS

ON THE RIVER
AT SHENANIGANS

- m. 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.
- n. Alternative plans, in case of inclement weather, outlined in the Rainy Day Plan need to be agreed upon fourteen (14) days in advance. Additional fees may apply.
- o. Celebrations does not provide DJ or music services at any time before or during events. All music coordination is the responsibility of the Client.
- p. Audio/visual requirements by the Client must be tested and approved by Celebrations seven (7) days prior to the event.
- q. Paintball is blocked off up to 2 hours surrounding the scheduled ceremony time. Other paintball games may be booked throughout the day and evening.
- r. All 3rd 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.

7. FOOD AND CATERING

- a. All catering company(s) are subject to the terms and conditions listed in the Outside Catering Agreement.
- b. All commercial caterers must be licensed and pre-approved in writing by Celebrations, at the time of the Scheduled Event Date.
- c. A copy of caterer's bill must be provided to Celebrations no later than ten (10) days prior to event.
- d. All outside catering is subject to an 18% Outside Catering Fee based on the total original or final invoice, whichever is greater.
- e. Paper plates, paper napkins, plastic tablecloths and/or plastic utensils are not allowed.
- f. All menu prices are subject to change without notice, within fourteen (14) days prior to the Scheduled Event Date.

8. 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. Outside beverages, of any kind, by anyone, are not allowed on the Premises at any time. Failure to comply will result in the loss of the Damage Deposit in full.
- c. All pre-paid and hosted bar sales are subject to an 18% Beverage Service Fee, plus 5.5% sales tax.

CELEBRATIONS

ON THE RIVER
AT SHENANIGANS

- d. The Final Beverage Service Fee charged to Client shall be based on final hosted bar tab or original amount, whichever is greater.
- e. Special order beverage requests are non-refundable. Final beverage requests are due fourteen (14) days prior to the Scheduled Event Date.
- f. All menu prices are subject to change without notice, within fourteen (14) days prior to the Scheduled Event Date.
- g. Bartender and/or server fee is billed at \$20.00 per hour, per bartender/server.
- h. No alcoholic beverages may be removed the premises, for any reason.
- i. Underage consumption will not be tolerated. Individuals engaging it will be removed from the Premises.
- j. Cash tips are at the discretion of Client and not included in this Agreement.

9. VENUE COORDINATOR

- a. Room Rental Fee(s) include up to eight (8) hours with a Venue Coordinator. Additional time is billed at \$35/hour, in 30 minute increments.
- b. Celebrations' team consists of several Coordinators. No individual Coordinator is guaranteed. Assistant Coordinators and Lead Bartenders also play a role in events.
- c. Venue Coordinator's role is limited to the details pertaining to the venue. Wedding planning services, decorations, coordination of vendors and other wedding planning duties are not included and are the responsibility of the Client.
- d. Celebrations meets with the Client(s) approximately 90 days, 30 days and 14 days prior to Event Date.

10. ADD-ON PRICING

- a. Add-on pricing is listed in the Standard Pricing Summary. All prices are subject to change without notice.

11. 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.

12. 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. No changes are allowed within ten (10) business days.


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

13. 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 acquired if this request is not met immediately.
- b. Client agrees to be fair and reasonable and understand some details will not go right. Client agrees to not make unreasonable demands.

14. 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.

15. 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.

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.

16. 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.

CELEBRATIONS
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AT SHENANIGANS

17. 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.

18. 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.

19. 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

Printed Name

Printed Name

Date

Date