

CELEBRATIONS

ON THE RIVER
AT SHENANIGANS

AGREEMENT TERMS AND CONDITIONS

1. DATE & GUEST COUNT

- a. Date of Event: _____
- b. Original/Minimum Guest Count: _____
- c. Client is responsible for the Minimum Food and Drink spend based on the 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 Room Reservation Fee(s) in the amount of the \$500 at the time of signing the Agreement.
- b. Client is responsible for all Room Rental Fee(s), reserved at the time of booking, regardless if used or not.
- c. Complimentary rooms, such as the Bridal Suite and Food Buffet Room are not included, unless otherwise agreed to in writing, is subject to availability and at the sole discretion of Celebrations.

3. DAMAGE AND OUTSTANDING TAB(S)

- a. Client agrees to pre-authorize a credit card, up to \$500 for any 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, charge 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. Celebrations reserves the right to cancel the event for failure to pay.
- 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.

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- 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.
- 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. 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 due.

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), all Room Reservation Fee(s) in full, regardless if pre-paid or not shall be immediately due, non-refundable and retained by Celebrations unless otherwise agreed to in writing by the parties. In the event no Room Reservation Fee(s) are charged, a minimum of \$1,000 shall be immediately due, 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 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. 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.
- e. Decorations shall not be attached to the walls, floors, windows, tables or wood trim unless agreed to in writing by Celebrations.
- f. All decorations must be removed by the Client at the end of the event without leaving damage. Minimum \$100 Cleaning Fee.
- g. Confetti, glitter, foam, bubbles, flower petals and similar decorations are not permitted. Failure to comply will result in a minimum \$200 Cleaning Fee.
- h. 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.

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- i. Rehearsal reservations are subject to availability and are not to exceed 1 hour in length. No sound system or chairs are set for rehearsals.
- j. Children must be supervised by adult chaperone(s) at all times.
- k. 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.
- l. 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.
- 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. Paintball is blocked off up to 2 hours surrounding the scheduled ceremony time. Other paintball games may be booked throughout the day and evening.
- p. Package details may not be reallocated or changed without written permission from Celebrations.
- q. 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. 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.
- b. Additional guests on the Scheduled Event Date, above the Original or Final Guest Count, whichever is greater, will be charged menu price.
- c. 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.
- d. Taste tests prior to the Schedule Event Date are complimentary for up to 2 guests.
- e. Menu prices are subject to change without notice, within fourteen (14) days prior to the Scheduled Event Date.
- f. 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.
- g. All outside catering is subject to a 35% Outside Catering Fee based on the total original or final invoice, whichever is greater.
- h. A copy of caterer's bill must be provided to Celebrations no later than ten (10) days prior to event and must meet the \$20/person minimum food spend requirement prior to the Outside Catering Fee.
- i. Paper plates, paper napkins, plastic tablecloths and/or plastic utensils are not allowed.

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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 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.
- 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. No alcoholic beverages may be removed the premises, for any reason. Underage consumption will not be tolerated. Individuals engaging it will be removed from the Premises.

9. VENUE COORDINATOR AND STAFF

- a. Staff Service Fee applies to all events, supporting pre-event planning, day-of-event host(s), bartender(s), cook(s) and clean up staff, plus basic supplies and décor. Fees are \$799 for events over \$5,000. Or \$499 for events less than \$4,999, based on the original or final invoice, whichever is greater.
- 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 event 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.

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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.
- 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.

13. ONLINE RATING, TESTIMONIAL 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 to email a written testimonial within 14 days of the event that 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.

14. 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 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.

15. 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.

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- 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.

16. 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.

17. 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.

18. 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.

19. 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.

2100 Dawson Avenue | La Crosse, Wisconsin 54603 | 608.783.3325

www.CelebrationsLaCrosse.com

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20. 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.

21. 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

Phone

Phone

Email

Email

Address

Address

City, State, Zip

City, State, Zip

Celebrations Representative

Date