

## WELLERS' INC. & TENANTS CATERING & ROOM RENTAL AGREEMENT

You may hold a date for 7-days with no obligation. You may move your hold to another date within the 7-days. Your hold will be automatically cleared if a contract and deposit are not received by: \_\_\_\_\_

Send signed contract & deposit check to: 555 West Michigan Avenue Saline, Michigan 48176. *If you send your contract email our office to let us know that your contract and deposit is on the way!* [wellers2@aol.com](mailto:wellers2@aol.com) *A receipt will be emailed to you. A contract/deposit may not be moved to another date.*

A 2/3payment will be due at the close of the 90-Day meeting around \_\_\_\_\_ you may email to schedule your 90-day meeting or call 734-429-2115.

**ROOM RENTED: RAISIN RIVER ROOM** Day: **SATURDAY** Date of \_\_\_\_\_ Ceremony Time at Wellers \_\_\_\_\_ or Away

Hospitality House Rental: *(Add \$100 deposit for each level you wish to rent)*: **Lower Level** \_\_\_\_ **Upper Level** \_\_\_\_

#1 Tenant/Bride \_\_\_\_\_ #1 Tenant/Groom \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_ Zip \_\_\_\_\_

Cell #: \_\_\_\_\_ email \_\_\_\_\_ Cell #: \_\_\_\_\_ email: \_\_\_\_\_

Person responsible for payment if different from Bride and Groom: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_ Zip \_\_\_\_\_ Email: \_\_\_\_\_

The **\$1,500 Advance Deposit** reserves the banquet room for **six hours** between the hours of 3 PM & 2 AM on the above date and guarantees we will purchase **75** meals @ the minimum menu price of **\$34.95 PP**. Wellers reserves the right to raise menu prices no more than 10% without advance written notice. The maximum guest count is **116**. The Room Rental fee on Friday is **\$1000** and the Ceremony Grounds Fee is **\$600**.

The Advance Deposit is a security deposit and as such does not go toward the payment of our event. The Advance Deposit is refunded, in total, unless there are unpaid charges, added services/rental items, additional guests or damages to our room or Hospitality House.

We understand our event may not exceed six hours and the six hours begins with the service of any food or beverages. Two thirds of our invoice must be paid at the close of our 90-day planning meeting. No credit cards are accepted for the advance deposit or any payments. The balance of our invoice must be paid at the final meeting one week prior to our event and is based on our final seating diagram which is required at the final meeting.

**CANCELLATIONS:** We, the undersigned, understand cancellations must be in writing, sent by certified mail or hand delivered to Wellers' office. Cancellations and cancellation fees are effective upon issuance of Wellers' signature on certified mail or receipt for hand delivered written cancellations. Cancellation fees are as follows: (1) 8 MOs OR MORE prior to our event we forfeit 50% of our Advance Deposit. (2) 8 MOs - 6 MOs prior to our event, we forfeit 100% of our Advance Deposit. (3) 6 MOs - 4 months prior to our event we forfeit 100% of the Advance Deposit and are required to pay 50% of the base price for our event. (4) 4 months - 0 days prior to our event, we forfeit 100% of our Advance Deposit and will be charged 100% of the base price for our event. We acknowledge that the exact losses caused by cancellations are difficult to determine and that the cancellation fees are a reasonable attempt to value the losses caused by late cancellations and that the cancellations fees as described above are liquidated damages and not intended to be a penalty. We understand that this deposit and contract IS NOT transferable to any other date/room once we have signed it. We understand that should we need to change our date/room, we would have to cancel the date designated in this contract and the above cancellation provisions would apply. If we wish to book a different date/room other than the one designated in this contract it is treated as a new booking and a new contract and second deposit are required. Cancellation fees are due on or before the date of the event.

**EVENT PLANNERS:** If we are hiring an event planner, he/she needs to attend planning meeting with Wellers. Wellers' will not be held responsible for decisions made by event planner not cleared in advance with Wellers pertaining to noise, power restrictions, decorations, condition of property and contractors equipment set forth in this contract.

### ALCOHOLIC BEVERAGES & CONTRACTED BARTENDERS SERVICES & LIQUOR LIABILITY:

#### Alcohol:

- Tenants purchase of alcohol:** a. must be purchased and delivered through A&L Wine Castle. b. No other outside liquor suppliers are allowed. c. We, the tenants agree that no straight shots, long island ice teas, frozen blender drinks or pitchers of beer will be served to our guests. d. Partial and un-opened alcohol will be packed up and put in the trunk of a pre-designated named person from our event. e. Wellers' will not be held responsible for any alcohol that is left after bar closes. e. All alcohol must be served by an outside contracted bartender from a bar. f. If any of our guests are drinking in their vehicles and they will be asked to stop and/or leave event. e. If we have rented the Raisin River Room, we may only serve bottle beer.
- We understand that we must abide by Michigan State Law, and understand the legal drinking age is 21 years of age and ID is We agree to irrevocably and unconditionally defend, indemnify and hold harmless Weller's, Inc., its employees and contractors jointly and individually, from any liability, claims demands, actions and causes of action arising out of or related to any loss, damages, illness, death or injury sustained by any participant in connection with the service and consumption of alcoholic beverages on Weller's' Inc. premises.

**Contract Bartenders:** a. Bartending services will be billed at final meeting one week prior to our wedding. b. In addition to the six hours service required for our bar service, bartenders require 1.5 hrs set up time and 1.5 hrs of clean up time. h. We understand our bar service may not be extended past six hours. c. We, understand that we may not supply our own bartenders. d. The number of contract bartenders we will need is dependent on the number of guests and services we are providing. e. Contract bartenders may not leave their bars unattended. f. Guests may not go behind the bar and serve themselves. g. We understand contract bartenders have the responsibility to terminate the event if guests do not comply with the State laws and/or any policies set forth in this contract.

**WAIVER OF LIABILITY** It is understood that we, the tenants', will conduct the function in an orderly manner, in full compliance with Michigan State laws, ordinances and regulations (and any special requirements of Weller's' incised forth in this contract. We, agree to irrevocably and unconditionally defend, indemnify and hold harmless Wellers' Inc., its agents and employees from any and all liability, claims, demands, actions and causes of action arising out of or related to any loss, damages, illness, death or injury to our invitees, whether caused by the negligence of Wellers' Inc. agents or employees, sustained during the event in connection with food, beverages, services, or the condition of the property. In addition, we have examined the property, including the building, grounds, stairways and common areas and found Weller's to be well-maintained and free of hazardous conditions. We may be asked to adjust sound levels should they interfere with other guests on the property or adjacent properties. In the event Wellers' Inc. becomes unavailable due to storm damage, civil unrest, Act of God or reasons not controlled by Wellers' Inc., this contract will be canceled and Wellers' Inc. will not be obligated or held responsible for any further damage or losses. If such an Act of God event occurs; the Advance Deposit would be refunded as well as any pre-payments made prior the Act of God. We, the tenants, are responsible for our guests & vendor's actions and any legal ramifications and/or damages that result from their actions.

**SAFETY:** 1. We understand this is our private event, in our name, and not open to the general public, we understand that a 24-hour liability rider on our homeowner's policy is recommended, but not required. 2. If we are inviting guests with specific accessibility requirements, we will let those guests know in advance that it is a historic property and we will provide help that elderly and/or handicap need to enter/exit property or ceremony areas, and make special plans for their safety while on the property. 3. Children must be accompanied by an adult(s) at all times. 4. No food prepared by Wellers may be taken home. 5. No dogs are allowed on the property with the exception of service dogs. 6. Chinese sky/fire lanterns are a fire hazard and not allowed.

**REGARDING OUR HIRED VENDORS:** 1. Property belonging to our vendors (DJs, bands, photographers, florists, and bakeries) cannot be stored overnight. 2. Wellers' will not move or set up equipment or products from vendors. 3. If service people require a meal we must include them in our final count. 4. Service persons may not drive on the lawn or use Wellers' dumpster for disposing of boxes, or their service items. 5. We will be charged \$100 for vendors who require space & electrical power (excluding DJs). 6. Our rented room will be open no more than 3 hrs prior to start of event to enable set up and deliveries. 7. Wellers' will not be liable for any equipment or items left on property by guests or hired vendors. 8. Music volume must be kept down so as not to disturb to neighboring properties. 9. There are wattage limitations for DJs and bands. We will advise our music vendors. 10. Wellers will not supply ladders, extension cords, tape, scissors etc. 11. Dance floors must be removed the morning after our event if there is another event. 12. No outside food or desserts may be brought in with the exception of the wedding cake/cupcakes.

**LINENS FROM OUTSIDE LINEN COMPANY:** Wellers' includes high quality table covers, napkins (no charge for colors) and white or ivory overlays. If, however, you opt to bring in linens from an outside linen supplier here are the stipulations: 1. Linens must be delivered and placed on guest tables no later than two hours prior to the ceremony start time to give Wellers' staff enough time to set up the guest tables. 2. Linens from outside linen company must be removed at the bar closing time. 3. Wellers does not supply bags for linen removal. 4. Wellers' will not be held responsible for any losses and/or damages to linens supplied from outside linen companies. 5. Wellers' does not discount for any part of linens brought in from outside suppliers. 6. We, the tenant, understand, that we are responsible to inform our outside linen company of set-up and removal deadline. 7. Should outside linen company deliver linens late or not place linens on tables, tenant will compensate Wellers for additional labor and/or time needed to complete set up of the room/tables.

**DECORATING & PROPERTY RESTRICTIONS** 1. Floral arrangements must be assembled prior to delivery. 2. Nothing may be taped, nailed or stapled to any structures or in rooms. 3. All decorations must be removed within one hour after the bar closing time. 4. We are responsible for placement of party favors & place cards. 5. No more than three candles per table. No open candle flames. 6. No Chinese sky/fire lanterns, helium balloons, marbles, confetti, dance dust, bubbles, fogging, haze or smoke machines. 7. No rose petals thrown on walk ways or in fountain w/the exception of the flower girl for ceremony. 8. No rice thrown. Birdseed only. 9. We must follow general seating arrangements & table numbering provided by Wellers. 10. No fireworks or Chinese sky/fire lanterns. 11. If any items you provide result in extreme cleaning, damages to property or persons charges will apply and be deducted from your Advance Deposit. 12. Furniture moved at hospitality house must be put back; \$100 fee to move back.

**OUTDOOR CEREMONIES**

- 1. **Outdoor Ceremony grounds fees** and any rental items related to the ceremony will be refunded only if **cancelled 24 hours prior to event**. 2. We are responsible for any additional lighting for Full Moon ceremonies that we deem necessary for the safety of our guests. 3. We are responsible for all audio including microphones for ceremony participants, ceremony music, etc. 4. We will provide and instruct our ushers to escort elderly guests to and from the ceremony areas before and after the ceremony. 5. We will not hold Wellers' liable for any ambient noise from City Park property, Michigan Avenue traffic or guests/music on property.
- 2. **RAIN OPTIONS: Carriage House:** If ceremony is moved into Gazebo because of rain: A. \$1.50/chair will be charged for set-up and break down. B. No charge if chairs are not set up i.e guests stand for the ceremony.

**THURSDAY REHEARSALS and SET-UP OF ROOMS:** 1. A one-hour Thursday rehearsal time will be scheduled at your 90-day meeting with Wellers. 2. Banquet rooms are not open during rehearsals. 3. No food or alcoholic beverages may be brought in during rehearsals. 4. One restroom is open at the rear of Carriage House for rehearsals. 7. Wellers does not supply ladders.

**GLASS WARE RENTAL:** We understand that the non-alcoholic beverage service is \$6.95 per person includes plastic glasses, We may replace this with an "All Glass Bar" at an additional charge \$2.25 PP, which includes rental of tall tumblers, short rock glasses and wine glasses at the bar. Plastic glasses will be used at outdoor bar even if you have the "All Glass Bar" option. We understand that no outside rental glasses or china may be brought in.

**ADDITIONAL GUESTS, PRICE CHANGES & SUBSTITUTIONS** Additional guests may be added as late as the Thursday prior to your event and will be deducted from your advance deposit if total equals less than 50% of advance deposit. If total exceeds 50%, additions must be paid prior to event by cash or cashiers check. All food and service charges are subject to change without advance written notice. If Wellers is unable to secure specific menu items Wellers may make substitutions of equal value.

**LATE SERVICE OF DINNER** We will be billed \$50 for every 15 minutes dinner is delayed. This is to assure food quality and to cover the costs incurred for staffing due to delayed service. We, the tenants, will discuss dinner serving time with our photographer and guests making toasts to ensure dinner is served on time.

**FOOD TASTINGS:** Wellers does not offer food tastings. No outside food or desserts may be brought in with the exception of the wedding cake.

**PAYMENT OF INVOICE:** *There are two payments scheduled in advance for your event.*

- 1. Two-thirds of our invoice will be paid 90 days in advance at your 90-day planning meeting. This is based on your estimated guest count & options. 2. The balance of invoice must be paid one week prior to our event at the final meeting. Any payments made after that must be made in cash or cashiers check. **No food or beverages will be served unless invoice is paid in full.** 3. Payment must be check or cash. We do not accept credit cards

**UNDERSTANDING OF CONTRACT:** We the undersigned are over the age of 18, have **read**, understand, and agree to abide by the above conditions set forth in this contract. Any arrangements not included in this contract must be in writing and signed by Wendy Weller. Wellers' is not liable to honor verbal or here-say arrangements made with any other agent or employees of Wellers' Inc.

**We verify that we have received an Estimate Sheet with a Base-Price Estimate and should we cancel our event for any reason, we will be responsible for cancellation fees set forth in paragraph 3 of this contract.**

Bride's Signature \_\_\_\_\_ Print Bride's Name \_\_\_\_\_ Date \_\_\_\_\_

Groom's Signature \_\_\_\_\_ Print Groom's Name \_\_\_\_\_ Date \_\_\_\_\_

Name of person paying for bill (If not bride or groom) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Advance Deposit for Room \$ \_\_\_\_\_ Hospitality House Deposit \$ \_\_\_\_\_ Received By \_\_\_\_\_ Check # \_\_\_\_\_ Date Received \_\_\_\_\_