

Event Contract Agreement

This event agreement is entered by and between One Under LLC and the client or organization listed below. For services provided by One Under LLC. and upon the terms and conditions set forth below as well as all policies and procedures now or later established by One Under LLC.

Client Name(s):

Primary phone number:

Email:

Type of Event:

Event Date:

Time:

Room Contracted:

Contracted Room Fee:

Deposit in the amount of _____ was received on _____

Paid: Cash Personal Check Debit/Credit

Final Payment Due Date:

Client Signature(s) _____ Date: _____

Manager Signature:

Date:

Additional Comments:

Banquet Policies:

Payment Policy:

A non-refundable deposit shall be paid to One Under upon booking. The initial deposit shall be necessary to hold client's requested event date and shall be used by One Under for administrative purposes leading up to the event. No event date shall be held until the initial deposit has been paid. The deposit shall be credited to the client's balance.

Deposit breakdown:

A deposit of \$250 is required for the South or North Room rentals

A deposit of \$500 is required for Whole Room rental

A deposit of \$1000 is required for Wedding rental

Final payment for the guaranteed number of guests must be paid in full by the due date specified above. Failure to make any payments in full by the date specified will result in an automatic termination of this agreement. One Under LLC may retain all payments previously made as liquidated damages and funds necessary to cover costs and administrative expenses prior to the date of termination. One Under shall also release the reserved date and time. Any late payments accepted by One Under LLC, at its sole discretion, will be subject to a late charge of \$50.00 per day. **Client's wishing to pay with a credit or debit card will be assessed an additional 5% surcharge.**

All additional charges, including but not limited to, charges for additional guests above your guest count shall be paid at the conclusion of your event. One Under LLC will verify the number of guests in attendance at each event.

Cancellation/Rescheduling Policy:

All monies paid by the client are non-refundable. If the client cancels the event for any reason, no refund will be available.

If the facility becomes unavailable for reasons beyond the control of One Under LLC, as determined by One Under LLC (i.e. fire, flood, natural disaster, pandemic, war, etc.) all terms and payments under the original contract shall be applied to the newly scheduled event. No refunds will be issued for any monies paid by the client. We encourage all clients to consider event cancellation insurance to cover any such losses or expenses.

Client Agrees to hold One Under LLC harmless for any damages cause due to the cancelled event.

If Client wishes to reschedule an event for any reason, the following policies apply:

A fee of two hundred and fifty dollars (\$250.00) will be charged for any change made to the event date that is not the direct result of a personal tragedy. Personal tragedy is defined as a serious injury or illness or death of client(s); and

One Under will provide a list of available dates to client and make a decision within 14 days of requesting the change of date. One Under is not liable if the proposed future dates do not work or is reserved by another client. The new date must be scheduled within 12 months of the original event date.

Your Deposit is considered earned upon receipt and is non-refundable under all circumstances.

Inclement Weather & Power:

One Under will not refund money for cancellations due to bad weather, acts of God or power outages beyond our control. We will reschedule the event for a future open date. We advise you to ask your other service providers for their policies. The new date must be rescheduled for a date that is within 12 months of the original date.

Event Time:

Client will be charged for One Under LLC services and use of the facility between 10:30 am and 3:30 pm on Friday-Saturday or 11:00 pm and 4:00 pm Sunday-Thursday for our breakfast, brunch or lunch package and 5:00 pm and 12:00 am on Saturdays or 4:30 and 11:30 Sunday-Thursday for our dinner packages. Client must remove all belongings (including but not limited to all vendor provided items and decorations). If the event exceeds the allotted time, the client will be charged an additional \$500 for each additional hour. Client will be charged the entire \$500 for the first minute past the deadline.

*all pricing is subject to change

Food and Beverage Policy:

All food and beverage arrangements (with the exception of desserts) must be purchased from and provided by One Under LLC. No food or beverages of any type may be removed from facility. A 20% service fee and 6% sales tax will be added to all food and beverage charges on the final bill. Bar packages are not valid with a lower level room rental. A bartender fee of \$200.00 will apply to cash and tab bar options when booking events on the upper level. The Michigan Liquor Commission regulates the sales and service of alcoholic beverages at our facility. Our staff must serve all beverages. We reserve the right to refuse service to any guest at any time. One Under LLC reserves the right to remove any outside beverages and the party responsible for bringing the beverage(s) into the facility.

Guarantee and Menu Selection:

Menu selection and exact attendance must be provided a minimum of 14 days prior to the function date. Menu selection cannot be changed. If the guarantee is not received in our office 10 days prior to the event, the maximum capacity will be charged and will not be subject to change. All charges are based on the guarantee, or the actual number of guests served, whichever is greater. Booking minimums for required guest counts must be met and paid for regardless of the final guest count. Adult minimums are as follows:

Whole Upper Level	80 Adults
Half Upper Level	50 Adults
Whole Party Room	80 Adults
Half Party Room	40 Adults

Clients booking Saturday evening, May-December or a reunion require an adult minimum of 100 adults. A bar package is required for a full upper level room rental. Beverage packages are not valid with lower level room rentals.

Vendor Policy:

All deliveries must be scheduled at least 2 weeks prior the scheduled event. One Under requires the notice of all deliveries to ensure staff is available to assist vendors and clients. All deliveries are to be made the day of the event, no earlier than 30 minutes before your scheduled rental time. Client or his/her representative must be present to sign, if needed for deliveries. One Under LLC will not be responsible for any belongings or equipment before or during the event as well as any items left behind after the event.

Clients wishing to hire musical entertainment, such as a DJ or band, must reserve the full room and assume the responsibility for the required minimum guest count.

Wedding Policy:

When booking a ceremony, the client must notify One Under LLC at the time of booking. A ceremony fee will be applied to the final bill. Ceremony services can be held between 4:30pm and 5:00pm, any requests for time changes must be finalized at the time of booking.

Golf Cart accommodations are to be scheduled with Idyl Wyld. Client will be responsible for any damages, fees or additional charges.

Ceremony Rehearsals are to be held the Thursday prior to the scheduled event. Should there be a conflicting event, One Under LLC reserves the right to reschedule at any time. All rehearsals must conclude by 7:00pm.

Decorations and Damages:

Client is responsible for providing and setting up all decorations and other items at the facility. Client may not use any decorations that may stain, scratch or mark the wall or floor surfaces. Client may not use any nails, push pins, tacks, staples or tape of any kind. Client must avoid any heavy metal items that may damage the flooring surfaces. Client may not use confetti, confetti-like décor, rice, silly string or bubbles. Client shall be responsible for the cost to repair any damage that occurs to the facility as a result of decorations, use of items, damages from guests, etc. If damages were to occur, One Under LLC staff will provide the estimated cost to repair or clean/remove the prohibited items within 72 hours of the end of the event.

Decorations or desserts may not be dropped off before an event. One Under LLC is not responsible for lost, broken, damaged or stolen items or food. All items must be removed from the facility by the end of your reservation time. Any items left after the reservation time will be disposed of.

Client Expectations:

Client will be responsible for all people and property associated with the event. Client and Client's guests are responsible for abiding by all of One Under LLC and facility rules, including but not limited to the following:

1. The use of confetti, glitter, mylar, rice, or birdseed inside or outside of the building at the facility. Any use of the prohibited items will result in an additional cleaning fee at a minimum of \$450.00;
2. The use of fireworks, tiki torches, open flame candles, heaters or any other fire related products are strictly prohibited at the facility;
3. The possession of any recreational drug is strictly prohibited and the use thereof shall result in immediate contact to the local law enforcement;
4. Children under the age of 16 must be accompanied by an adult at all times;
5. Client may not block nor decorate any doors at the facility;
6. Smoking on the terrace, patio and indoors is strictly prohibited. A smoking area is located near the entrance of the building. Any violation of this rule by any client or client guest will result in a \$450.00 cleaning fee.

You will have full responsibility for the conduct of all persons in attendance at your Event (including yourself, your guests, your invitees, and your vendors). You will be responsible for ensuring that your guests, your invitees, and your vendors conduct themselves in an orderly manner, without any excessive noise or disruptive behavior, and in full compliance with all applicable laws, regulations, orders, and rules. You will be responsible for notifying your guests, your invitees, and your vendors of the rules of conduct described herein, and you will be responsible for the enforcement of these rules. We reserve the right, at our sole discretion, to halt your Event or evict you and your guests as a result of a breach of these rules.

You will, within 30 days of written demand, protect, indemnify, and defend us (including our owners, managers, employees, vendors, and representatives) against all claims, losses or damages to persons or property, governmental charges, costs and expenses as may be incurred by us (including reasonable attorney's fees and damages for loss of use of property in excess of normal wear and tear) arising out of or connected with your Event, except to the extent the liability arises out of our sole negligence or willful misconduct.

Without limiting the foregoing indemnity obligation, you agree to reimburse us, within 30 days of written demand, for any damage to our property in excess of normal wear and tear. You have inspected our facility, and you accept our facility in an "AS-IS" condition. You acknowledge that except as stated in these Terms and Conditions, we have made no representations to you as to the suitability or condition of our facility for your Event.

By entering our facility, you release us of all claims you might have against us for any injuries or damages resulting from your presence in and about our facility, except to the extent arising from our gross negligence or willful misconduct. Without limiting this release, you agree your release includes the release of any actions for negligence, premises liability, emotional injury, or actions for intentional conduct, as well as from any and all damages for monetary loss and physical or emotional injury. By agreeing to release us of any liability that might result from your presence in and about our facility, you acknowledge that you are aware of the inherent risks involved in your presence (and presence of your guests) at our facility and in using and operating our equipment, and that you have voluntarily assumed these risks.

After each event, One Under LLC completes a thorough inspection of the facility. Client agrees to provide a valid credit card to keep on file for any damages, additional use or extra services. Upon inspection and within 30 days of the event, One Under LLC, shall provide notice to the client of any charges that will be processed on the card.

Client shall indemnify and hold One Under LLC, the facility owner, any company subsidiaries, affiliates, officers, directors, employees, agents, delegates and representative, forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees cause by any wrongful or negligent act, error or omission by client, clients guests, invitees, agents, delegates or representatives, arising out of or in connection with the event, except those claims arising out of the sole negligence or willful misconduct of One Under LLC.

General Provisions:

1. This agreement, including but not limited to the policies and procedures outline in this document, are subject to change by One Under LLC at any time. The parties further agree that changes to the event plan shall be discussed between the parties and that Client shall be provided notice of the changes prior to its occurrence.
2. This agreement is governed by and interpreted in accordance with the laws of the State of Michigan.
3. Client agrees to abide by all federal, state and local laws before, during and after the event at the facility. Client hereby acknowledges that no monies paid will be refunded in the event of any governmental shut down of the facility as a result of no fault of One Under LLC.
4. If any provisions of this agreement conflicts with any Michigan statute or rule of any law or is otherwise unenforceable for any reason, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law as the case may be, and that provision shall not invalidate any other provision of this agreement.
5. One Under LLC reserves the right to cancel any event and deny access to the facility if the client or client's guests have violated any provision of the agreement. As stated above, all monies paid are non-refundable.

6. By signing these Terms and Conditions, you agree to be fully bound by each provision contained herein, including, without limitation, the obligation to pay us all our charges as those charges become due. In addition, you may designate others to serve as your agents for purposes of coordinating your Event at our facility by identifying your agents on the bottom of this document (see last page / signature page.) Until revoked by you in writing, your designated agents will possess the authority to make all decisions under these Terms and Conditions which you would otherwise be personally responsible to make, and you will be bound by the decisions of your agents as if such decisions were made personally by you. To the extent reasonably possible, all communication from us will be made to you, but you agree any communication from us to your agents (or vice versa) will nonetheless be considered communication directly with you. You release us of all claims arising from our acting in reliance upon any decision or communication made by you and any of your designated agents.
7. If we prevail in any litigation with respect to these Terms and Conditions, we shall be entitled to reasonable attorney fees and the reimbursement of our costs of litigation, all as determined by the court having jurisdiction over such litigation.

My signature below indicates I have read and agree to these Terms and Conditions. Notwithstanding anything in these Terms and Conditions to the contrary, I agree my reservation of a Room will become final only upon (a) receipt of a copy of these Terms and Conditions signed by me and One Under, and (b) One Under's receipt and validation of funds of the Deposit amount set forth in these Terms and Conditions.

Patron's Signature: _____

Printed name: _____

Date: _____