



## SPECIAL EVENTS AND WEDDING VENUE CONTRACT

This contract defines the terms and conditions under which Little Traverse Conservancy, Inc., a Michigan non-profit corporation, ("LTC") and \_\_\_\_\_ (hereinafter referred to as the "Lessee") agree to the Lessee's use of the Offield Family Viewlands Facilities on \_\_\_\_\_ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon signature of both parties. This contract may not be amended or changed unless executed in writing and signed by LTC and the Lessee.

### Lessee(s) Information

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

### Event Information

Date(s) of Event: \_\_\_\_\_

Hours of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Event Planner/Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Estimated Number of Guests: \_\_\_\_\_

Anticipated Caterer: \_\_\_\_\_

## Facilities and Items Provided

**Tent and Support Building Description** *The Viewlands Tent is the perfect open air space in a setting that can't be beat. Size is 40'x66' and can comfortably accommodate 150 guests.*

**Description** *A concrete patio wraps around two sides and a 30'x50' yard extends towards the lake view.*

*The support building includes a prep space for caterers and Men's and Women's restrooms. See Exhibit A for more detail.*

**Tent Tables, Chairs** *20 @ 5ft diameter round tables, 5 @ 6ft rectangular tables, 4 @ 8ft rectangular tables, 10 tall cocktail tables, 1 portable bar, 150+ white folding chairs.*

**Clubhouse Description** *The Viewlands Clubhouse offers an expansive dining room and bar space with glass doors providing a panoramic view of the stunning scenery. Approximate size is 40'x65' with comfortable room for 120 people. Men's and Women's restrooms are available.*

*(Additional Charge)*

*A patio space and yard approximately 40' x 90' extends from the front of the clubhouse facing Little Traverse Bay. This space can be privately reserved as part of your event but is generally accessible to the public and is adjacent to the most popular public path. See Exhibit A for more detail.*

**Clubhouse Tables, Chairs** *6 @ 6ft round tables, 19 @ 4 person square tables, 120 dining room chairs.*

*(Additional Charge)*

**Ceremony Areas** *There are several areas to choose from for ceremonies. The yard in front of the tent provides a nice, intimate space that is set slightly away from the most popular spots on the property. Another option is a large 90'x50' yard that provides one of the best views of the lake. Other areas may be accommodated if approved in advance by LTC. See Exhibit A for detail.*

**Parking** *Lot accommodates 100-150 cars. Additional parking available by request.*

## Usage Hours

Below are the usage hours included in this contract. During this time you will have access to the facilities you have booked.

### Friday

Noon - 5pm. Setup and Rehearsal Time (described in detail on page 9).

### Saturday

10am - 11pm.

### Sunday

9am - 2pm. Cleanup (described in detail on page 9).

## Rehearsal Dinner and/or Sunday Brunch

Use of the clubhouse for a rehearsal dinner and/or Sunday Brunch may be purchased for an additional \$500 each. Up to 75 people are allowed. Contract with Approved Caterer Required.

## Additional Hours

Additional time for setup (Friday) and cleanup (Sunday) may be accommodated. This request must be made at least 14 days prior to your event. A charge of \$50 per hour is required and must be paid prior to your event.

## Additional Days

Additional setup or breakdown days may be accommodated at LTC's sole discretion. Notice is required; this should be discussed before signing your contract or early in the event planning process. Cost and terms will be determined on a case by case basis.

## Fees and Deposits

### a. Venue Rental

The total cost for use of the Offield Family Viewlands Facilities as described in this contract is \$ [redacted] plus Michigan sales tax, (if applicable). To reserve services on the date requested, LTC requires this contract be signed by both parties and an initial deposit of fifty percent (50%) of the contract fee. Payment of the remaining balance of the contract fee is due thirty (30) days in advance of the event. Deposits and payments must be made by cash or check and be payable to LTC.

### b. Venue Service Charge

LTC collects a Venue Service Charge from Approved Caterers. These Caterers compensate LTC 15% of the cost of food and beverages provided before tax. This charge is collected by the caterer and remitted to LTC. They will add this percentage on to your contract. This arrangement allows LTC to provide the facilities at lower price while ensuring LTC receives proportionate compensation for the total value of the event.

### c. Damage/Excessive Cleanup Deposit

A damage/excessive cleanup deposit is required in the amount of \$500.00 and is due 30 days before the event. LTC reserves the right to use any or all of the damage deposit toward any of

the Lessee's obligations under this contract or any claims that LTC may have for extraordinary cleanup, damages to or destruction of any property located in, on, or around the premises belonging to LTC as a result of Lessee's use of the premises or in any way relating to the event. If extra repair, labor and/or cleanup is required as a result of Lessee's use of the facility, Lessee agrees to pay for such items at the below agreed upon rates:

- Labor to clean up unnecessary messes such as vomit, spilled alcohol and other liquids, or extra restroom cleanup from Lessee's guests' lack of personal responsibility or hygiene. \$50.00/ occurrence, or \$50.00/hour, whichever is more.
- Damage to the facility in any form will be photographed by LTC or an agent acting on our behalf and a formal repair/cleaning cost invoice will be submitted to Lessee along with any remaining unused balance of Lessee's damage deposit. If the damage and/or excessive cleanup exceeds the deposit amount, Lessee will be invoiced for the repairs and extra cleanup at the following rates. \$50.00/hour.
- The remaining balance, if any, of Lessee's damage and excessive cleanup deposit will be refunded by LTC to Lessee within 14 days following the event or within 14 days following completion of repairs and/or cleanup, whichever is later. In the event that such costs exceed the amount of the deposit, Lessee agrees to pay LTC such excess costs within 14 days of mailing the invoice for such costs to Lessee.

## **Cancellation and Refund of Deposits**

Refunds will only be provided for Lessee cancellations made eight (8) or more months in advance. Lessee will receive a full refund, less a \$250 service charge. Cancellations made less than eight (8) months in advance will receive no refund. Lessee-caused cancellation due to failure to meet the provisions of this contract will not receive a refund.

LTC reserves the right to void this contract and cancel an event at any time prior to the commencement of the event should facilities become unavailable for any reason. A full refund will be provided for LTC cancellations.

In the event that a refund is due, said refund will be sent to Lessee by check within 14 days of LTC's receipt of Lessee's notice of cancellation.

LTC reserves the right to cancel, postpone, or relocate any scheduled activity where in its sole opinion there exist factors that may jeopardize the public and/or facilities involved. In addition, LTC shall not be liable for any damages/loss of services created by acts of nature on the date of the scheduled facility use.

LTC shall have the right to terminate this contract if the Lessee fails to meet or violates any terms of this contract, in which case the provisions of this cancellation policy also apply.

Lessee shall not assign or sub-lease any terms, conditions, or services contained in this contract or any interest therein without the express written consent of LTC.

Should State or Federal mandated COVID-19 restrictions force an event to be canceled in its entirety, Lessee will receive a refund of 90% of the contracted amount. If COVID-19 restrictions limit attendance, Lessee shall receive a prorated refund based on a ratio involving the original proposed attendance and the final limited attendance.

## **Date Changes**

LTC may be able to provide date changes with 4+ months advance notice.

## **Insurance**

Lessee shall provide Special Event Liability Insurance and provide LTC with evidence of such insurance no later than thirty (30) days prior to the event. This insurance must, at Lessee's sole expense, provide and maintain public liability and personal property damage insurance, insuring LTC and its employees, against all bodily injury, property damage, personal injury and other loss arising out of Lessee's use and occupancy of the premises described in this agreement.

The insurance required hereunder shall have a single limit liability of not less than \$1 million (\$1,000,000), and general aggregate liability of not less than \$2 million (\$2,000,000). LTC shall be named as an additional insured on said policy.

If alcohol is to be served, the policy shall include Host Liquor Liability coverage to protect Lessee against alcohol related accidents, as Lessee is ultimately liable for the safety of guests. Established catering services may use their license and insurance to cover this requirement so long as LTC is named as an additional insured and the policy provides the required coverage.

All caterers and/or outside vendors, companies, and/or institutions must provide a copy of their Certificate of Insurance and Catering License to LTC, naming LTC as an additional insured. These documents must be delivered to LTC at least thirty (30) days prior to the event.

Failure to provide evidence of this insurance to LTC thirty (30) days prior to your event can cause immediate cancellation of the event. Cancellations arising from failure of Lessee to provide LTC with a proper and timely certificate of liability insurance will be treated as a Lessee-caused cancellation and Lessee shall not receive a refund.

## **Indemnification**

Lessee agrees to indemnify, defend, and hold harmless LTC, its Board members, employees, members and agents from any liabilities, costs, penalties, or expenses arising out of and/or resulting from this agreement and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing by Lessee, or Lessee's caterer, and their employees and agents, of alcoholic beverages on LTC property. Lessee shall also indemnify and hold harmless LTC, its officers, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, personal property, on or about property owned by LTC, or to the real estate itself resulting from any act done, or omission by or through the Lessee, its agents,

contractors, employees, invitees, or any person on the premises of LTC by reason of Lessee's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Lessee's guests, whether intentional or negligent, which occur during use. Lessee agrees to pay all costs and attorney fees incurred by LTC, its Board members, employees, members and agents in defending any such claim or action brought against them.

In the event LTC, its Board members, employees, members and/or agents are required to file any action in court in order to enforce any provisions of this contract, Lessee agrees to pay LTC, its Board members, employees, members and/or agents all reasonable attorney fees, court costs, and costs of suit incurred by LTC, including all collection expenses and interest due. Any suit brought by Lessee or LTC with regard to any claim related to any aspect of this contract must be brought in Emmet County, MI.

## **Rules and Regulations**

Lessee agrees to follow all Rules and Regulations from the Viewlands Regulations Policy. This includes responsibility for any and all actions of group members, event planners, wedding coordinators, and vendors who are involved in the planning and execution of the event or wedding on the premises of LTC.

## **Public Use**

Lessee understands that the Offield Family Viewlands property is available to the public and that LTC provides no guarantee of privacy and takes no responsibility for public visitors' impact on the event. Further information on Public Use is described in the Offield Family Viewlands Private Event Regulations.

## **Security**

LTC shall not be liable for damage to or loss of any articles or property left on LTC property prior to, during, or after the event. Lessee shall be responsible for any damage done to LTC property by Lessee, its guests, invitees, employees or other agents under the Lessee's control or direction. At all events, LTC will appoint a representative to be in charge of the event, open and close buildings, and be available during the event. LTC is not responsible for security. All security costs are the responsibility of Lessee.

Lessee agrees that LTC staff or their agents may enter and exit the premises during the course of the event. A representative of LTC or designated staff member from an Approved Caterer will be on site during your entire event and will be checking as needed with the responsible parties.

## **Alcoholic Beverages**

As the host of a private event, Lessee shall be responsible for the proper and lawful consumption of alcoholic beverages during the event described in this contract. Alcoholic beverages will be purchased and served through a catering service licensed in the state of Michigan to sell and serve alcoholic beverages. Alcoholic beverages shall not be self-served. The catering service and its agents will exercise due care in serving alcoholic beverages, and will refuse service to any person

appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The catering service or its agents will provide all alcoholic beverages consumed in accordance with the laws and regulations of the state of Michigan. Lessee shall monitor all service of alcohol and specifically acknowledges that Lessee is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol.

LTC may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the premises. LTC must receive proof at least 30 days in advance that Lessee or persons contracted by the Lessee have valid licenses and permits issued by the state of Michigan for selling and/or serving alcoholic beverages.

Lessee agrees to fully cooperate with and assist LTC, the catering service, and its agents in enforcing the laws of the state of Michigan and the policies of LTC regarding the consumption of alcoholic beverages.

Vendor staff may not consume alcoholic beverages while on the premises during an event.

## **Smoke Free Facility**

Smoking is not permitted. If smoking materials are discarded in planters, on sidewalks, roadways or grounds, an extra cleanup charge may be imposed. Any guests violating the smoking restrictions will be asked to vacate the premises by the event staff.

## **Catering**

LTC generally requires the use of a caterer approved by LTC. Approved caterers will be identified at the time this contract is executed. LTC reserves the right of final approval of all outside caterers and any other vendors selected for the event. All caterers must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least thirty (30) days prior to the date of the event. All caterers must also have all necessary licenses and permits required by the state of Michigan, Emmet County Health Department and any other regulatory entities. If the caterer fails to meet any of the requirements stated above, Lessee will be responsible for finding another caterer who can meet the above requirements before the event is to occur. Said caterer is to immediately provide the listed items above to LTC. If no caterer can be found that satisfies the above described requirements before the event is to take place, Lessee remains liable for the terms of this contract.

All trash, recyclables, and compostables must be collected and disposed of properly. A dumpster for trash is provided on the north side of the clubhouse. LTC encourages caterers to use green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. LTC commits to as close to zero waste events as possible. In addition to the foregoing, the caterer is responsible for

cleanup of the dining areas and LTC premises. Lessee shall provide for sufficient time for cleanup of all designated areas at the conclusion of the event.

## **Decorations**

LTC reserves the right of final approval for all decorations brought onto the premises. In particular, for safety reasons, any items capable of creating an unsafe environment will not be allowed (fireworks, sparklers, open flames, sharp objects, etc.). The use of birdseed and blowing bubbles is permitted outside of structures only for wedding reception farewells. Rice, confetti, glitter, pyrotechnics, sparklers and similar items are not permitted anywhere on LTC's premises.

Lessee shall remove all decorations without causing damage to LTC's premises. No items may be hung from or attached to lighting fixtures or electrical outlets and switches. No glitter or foil confetti is allowed on the premises as it is extremely difficult to clean up. Only low tack tape is allowed on floors, walls and ceilings.

Ladders may be used for decorating by the Lessee. However, Lessee and Lessee's agents shall not stand on tables or chairs. The use of ladders is at the user's own risk. Any damages caused by securing decorations will be charged to Lessee.

## **Music and Entertainment**

If Lessee's event creates a disturbance due to high noise volume, LTC's on-site manager has full authority to ask Lessee's DJ or live music provider to turn the entertainment volume down and/or off. If repeated disturbances occur, Lessee may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Lessee.

Loud music must end by 10:30 PM and is allowed only inside of the buildings and tent(s). Additional music time may be added beyond 10:30 PM provided the volume is modest.

## **Children**

All children under the age of 16 must be supervised by an adult at all times. Children are not permitted to wander the grounds unattended by an adult.

## **Pets**

Dogs are allowed in outdoor areas only provided they are leashed. No other pets are allowed. Service dogs are excluded from these restrictions.

## **Additional Tent and Other Rentals**

An additional tent may be allowed at the sole discretion of LTC. Lessee is encouraged to consider an additional tent early in planning the event so that adequate time is available to determine size and location.



## **Set Up and Breakdown**

LTC does not include Set up and Breakdown in its rental fees. LTC may be able to provide basic setup and breakdown for an additional charge if arranged ahead of time. A basic floor plan will need to be provided. Typically setup, whether completed by LTC, Lessee, or another service, will occur the day before the event and breakdown will occur the day after the event. Alternative arrangements may be made at the discretion of LTC.

Decorations, linens, and other items provided by Lessee must be removed no later than 2pm the day after the event, otherwise charges may apply for removal and storage of these items. LTC takes no responsibility for securing said items nor is LTC responsible for any damage or loss.

LTC shall provide the premises in a clean condition prior to the event. Lessee is required to return the premises to the same clean condition in provided prior to the event. All trash must be collected, and removed to the trash disposal bins by Lessee or its caterer.

Event trash on the grounds, sidewalks, roadways and lawns (including cigarette butts) must also be cleaned up and placed in designated disposal containers.

LTC is not responsible for checking in, checking out or signing for delivery or pick up of any items brought into or removed from the premises by rental companies hired by Lessee. All packing materials and excess materials (such as bubble wrap, boxes, hangers, wrapping paper, etc.) created by deliveries must be removed and disposed of by Lessee. Extra charges may apply if these terms are not followed.

## **Cleanup**

LTC does not include cleanup in its rental fees. Lessee or their arranged service (ex. caterer, event planner) is responsible for returning facilities to clean condition. Any excess cleaning will be billed to Lessee as provided above.

## **Photography, Promotions and Copyright**

Should the Offield Family Viewlands be engaged in the promotion or co-production of an event, it is necessary that LTC reviews and approves all marketing messages and communications Lessee plans to issue.

LTC shall have the right to take photographs and videos at any event for marketing purposes. All rights to and use of photographs and videos taken by LTC are the property of LTC. The Lessee also has the right to take photographs and videos.

## **Damage Incidents**

If, during the course of your event, accidental damage does occur it should be reported immediately to LTC staff or designated caterer staff so arrangements can be made for quick cleanup and restitution. Damage to any room, space, furnishings, and/or equipment by the Lessee or its guests or vendors will result in appropriate charges based on fair market cost of replacement,

repair, additional cleaning, etc. If there is a cost associated with a damage incident, the price will be deducted from the Lessee's damages deposit prior to refund with written disclosure of pricing.

### **“As Is” Condition**

Lessee understands that the property, facilities, equipment, furnishings, and any other stated or implied physical articles are provided in “as is” condition and that no guarantee of a specific condition is provided by LTC.

### **Unforeseen Events**

Lessee agrees that LTC and its Board members, employees and agents shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond LTC's control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, lightning strikes, etc., LTC reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises. Cancellations of outdoor site use due to inclement weather will not be considered for refunds.

### **Township, County, State, and Federal Laws**

Lessee agrees to comply with all applicable township, county, state and federal laws and shall conduct no illegal act on the premises. This contract shall be governed by the laws of the state of Michigan.

### **Assignment**

This contract may not be assigned in whole or in part by the Lessee without the express written consent of LTC.

### **Entire Agreement**

This agreement supersedes any prior written or oral agreements between the parties.

### **Amendment**

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**Severability**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

**Waiver of Contractual Right**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this contract.

**Signatures**

By signing below, Lessee agrees to pay for any damage to the interior or exterior of the said property and/or its furnishings from actions taken by the Lessee, their guests, or by any person contracted or otherwise hired by the Lessee for the event. The Lessee agrees to hold LTC, its Board members, employees and agents harmless, including court costs and attorney fees, in any legal action which may result from the event.

**Lessees (Printed name(s) of person(s) responsible for payment of fees and deposits)**

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date \_\_\_\_\_

**LTC (Printed name of representative)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit A**

Orange - Tent area and yard / Ceremony area

Green - Clubhouse patio

Purple - Clubhouse side yard

Blue - Large front yard / Ceremony area

