



3958 Eagle Waters Road -- Eagle River, WI 54521
(715) 479-4411 – fax (715) 479-3906 www.eaglewaters.com

Banquet Contract 2007

Please sign and return the attached Banquet Deposit Contract form, the very last page. A completed form with deposit secures your date. Additionally the form is your acceptance of the rules and terms of the contact.

RENTAL & HOUSE RULES

- A. Room rental and setup fee is \$500. Parties exceeding 200 guests add an additional \$2.50 per person.
- B. To secure exclusive use of the building you must guarantee 150 people.
- C. The rental fee includes seven hours of facility use. Additional hours are billed at \$100.00 per hour. All events must end by 12:00 a.m.
- D. Ceremonies held on site are an additional \$150 (outside) or \$250 (inside).
- E. Event includes one bartender per 100 guests. Extra bartenders can be hired for \$65.00 per hour. On an average one server per 50 guests and one busser per 100 guests.
- F. Events held on holidays add \$1.00 per person.
- G. Wedding events do not include dessert in banquet fee. (Includes cake cutting and serving.)
- H. Summer weddings – an additional rental fee of \$1500. (*All dates between the third weekend of June through the last weekend of August.*)
- I. Monday thru Friday and Saturday a.m. patio rental is \$175—no staff provided. Rental includes four hours of facility use: pool (*15 guests included in rental fee add \$6.00 per additional person using the pool*), tennis, volleyball, grill, tables and chairs. Maximum number of guests is 75. Food and liquor packages are available.
- J. Smoking is allowed only in the bar area. If clients requests smoking throughout the facility a \$75 surcharge will be charged.
- K. Set-up Saturday morning after 11:00 a.m.
- L. Please, no bubbles, firecrackers, confetti or silly string. *Thank you.*

DEPOSIT & PAYMENT

A deposit of **\$ 500.00** is due at the time of booking. The deposit is **non-refundable**. The entire amount due Eagle Waters (based on the final guaranteed guest count and cost estimates set forth above) shall be paid to Eagle Waters within 48 hours of the function. Payment shall be in the form of a check, cashiers check or cash---**credit card payments are not accepted**.

GUEST COUNT GUARANTEES

A final guaranteed guest count is due **five days** before the event. The final guest count will be considered a guarantee and Client agrees to pay the per person menu charge agreed upon in the MENU ESTIMATE section of the contract for the number of people in the final guaranteed guest count. If the Client fails to provide a final guaranteed guest count by the due date, Eagle Waters will provide food for the number of people specified in the MENU ESTIMATE section of this contract, and Client agrees to pay for the same.

CANCELLATION OF EVENT

The agreement may be cancelled by Client by notice in writing either by being hand delivered with acknowledged written receipt or by certified mail, return receipt requested, **30 days** in advance of the function. If notice of written cancellation is received by Eagle Waters **prior** to said date, the deposit will be forfeited. If cancellation occurs **after** the required notice date, Client agrees that Client will be liable for a cancellation fee, as compensatory damages, in an amount equal to the reasonably projected revenue of said function, said revenue projection to be determined by Eagle Waters and based on functions of similar size, and food and beverage service provided. Client's deposit shall be applied to the cancellation fee. Payment of cancellation fee

LIABILITY

A. Eagle Waters and/or any of its employees are not responsible for supervising Client's guests or for Client's guest's behavior. Client shall be liable to Eagle Waters for Client's guests' negligent acts or willful conduct, and Client agrees to pay for any property damage created thereby. Client agrees Eagle Waters and/or staff shall not be responsible for damages to or loss of Client's or Client's guests' property. Client agrees to indemnify and hold harmless Eagle Waters and staff from any liability, loss, or damage including reasonable attorney fees and court costs which it incurs as a result of Client's or Client's guests' negligent acts or willful misconduct or as a result of any damages to or loss of Client's or Client's guests' property.

B. Eagle Waters shall not be liable to Client for loss of profit or actual or consequential damages occasioned by its inability to perform any of its obligations under this Agreement by reason of fire, strikes, war, civil disturbances, acts of God, unavoidable casualties, public carrier delays, inability to obtain necessary supplies, or acts of public authorities.

BREECH OF AGREEMENT

In the event of a breech by Client of this Agreement, Client shall pay all costs and expenses, including actual attorneys' fees, incurred by Eagle Waters to enforce this Agreement against Client.

OTHER PROVISIONS

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

ALL TERMS OF THIS CONTRACT ARE ACCEPTED BY:

Client

Date

Eagle Waters

Date

FOR YOUR CONVENIENCE BELOW IS AN EVENT WORKSHEET

EVENT _____ EVENT DATE _____

GUEST ESTIMATE _____ (menu is based on this estimate)

MENU WORKSHEET

A. Menu estimate \$ _____, based on menu selection described below for _____ people @ \$ _____ per person.

B. Menu selection _____

Eagle Waters must receive any changes to menu selection at least **10 days** prior to function. Client agrees to pay all increased costs associated with a change in menu selection.

Menus and food prices are subject to change at any time **60 days** prior to the function at Eagle Water's discretion in order to meet changes in economic conditions. Client agrees to pay all increased costs as a result thereof.

BEVERAGE WORKSHEET

A. Beverage estimate is \$ _____, based on the beverage plan selected and described below.

B. Beverage selection: _____

PERSONNEL WORKSHEET

Eagle Waters provides the standard number of servers and bartenders per number of guests for specified time period. Extra personnel needed for additional hours will be charged accordingly.

A. Personnel estimate is \$ _____, based on the requirements described below.

B. Personnel needs

Servers: _____ Bartenders: _____ Misc. _____

MATERIAL RENTAL WORKSHEET

Material rental is \$ _____, based on the requirements listed below.

| | <u>Quantity</u> | <u>Description</u> | <u>Unit Cost</u> | <u>Total Cost</u> |
|-----------------------|-----------------|----------------------|-------------------|-------------------|
| Tables | | | included | |
| Chairs | | | included | |
| Chair Covers | | | \$ 2.25 per chair | |
| Linens | | | included | |
| Skirting | | | included | |
| Candles | | oils | \$.50 each | |
| Balloon Drop | 1 | | \$ 150.00 each | |
| Mailbox (card holder) | 1 | | \$ 50.00 | |
| Arch | | | \$ 50.00 | |
| Table Center Pieces | | price based on costs | | |
| Ice Sculpture | | price based on costs | | |
| Tent | | price based on costs | | |
| Additional Staff | | priced on needs | | |

Other: _____

Total Materials Rental Fees \$ _____

ADDITIONAL SERVICES WORKSHEET

Additional service fee is \$ _____, based on the requirements described below.

ESTIMATE OF TOTAL EXPENSES

| | |
|------------------------------|-----------------|
| Menu Estimate | \$ _____ |
| Beverage Estimate | \$ _____ |
| Personnel Estimate | \$ _____ |
| Setup/tear-down Estimate | \$ _____ |
| Materials Estimate | \$ _____ |
| Additional Services Estimate | \$ _____ |
| SUBTOTAL | \$ _____ |
| Gratuity _____ X 18% | \$ _____ |
| Sales Tax of _____ X 5.5% | \$ _____ |
| TOTAL ESTIMATE | \$ _____ |



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Banquet Deposit Contract

Event: _____

(If wedding both bride's and groom's name)

Date of Event: _____

Deposit Paid: _____ Estimate Number of Guests: _____
(\$ 500 for weddings)

Name (contact persons): _____

Address: _____

City/State/Zip Code: _____

Phone Number(s): _____

I understand and accept the terms of the banquet contract, and I agree to return said completed contract 20 days prior to event.

Client Signature: _____ Date: _____

Host Signature: _____ Date: _____