



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

Banquet Contract 2021 - 2022

Please sign and return the attached Wedding Deposit Contract forms, page 3 and 4. We require a signed agreement and full deposit to secure your date. In addition, the forms represent your acknowledgement and acceptance of the rules and terms of the contact.

RENTAL & HOUSE RULES

A. Room rental and setup fee is as follows:

- \$1,600 January, February, December
- \$2,100 May, Early-June, Late-August, September, October
- \$ 800 March, April, November
- \$3,200 Mid-June thru Mid-August

(Saturday events in seasonal & peak may require a minimum expense of \$10,000. This includes food, beverage, rental, and lodging expenses.)

- B. To secure exclusive use of the building and patio we require a guarantee of 150 people.
- C. The rental fee includes seven hours of facility use. Additional hours are billed at \$100 per hour. All events must end by 12:00 a.m.
- D. On-site ceremony is an additional \$550. This includes only the site rental. Chairs and set-up fee is an additional \$2.00 per chair.
- E. Event includes one bartender per 100 guests. Extra bartenders can be hired for \$75.00 per hour. *(On an average we provide one server per 50 guests and one busser per 100 guests.)*
- F. Weddings do not include dessert in the banquet price. *(Includes cake cutting and serving.)*
- G. Monday thru Friday and Saturday a.m. patio rental is \$175—no staff provided.
- H. No smoking is allowed inside any of the buildings. Guests may smoke outside and disposal receptacles are available in several locations.
- I. Wedding set-up Saturday morning after 11:00 a.m. unless otherwise agreed.
- J. Please, no bubbles, firecrackers, wish lanterns, confetti or silly string. *Thank you.*

DEPOSIT & PAYMENT

The room rental fee is due as the deposit at the time of booking. The deposit is **non-refundable**. A payment of 75% of estimated food and beverage cost is due three weeks prior to your event date. The remaining balance is due to Eagle Waters, (based on the final guaranteed guest count and cost estimates set forth above), by noon the day after the event. Payment shall be in the form of a check, cashiers check or cash---**credit card payments are not accepted without an associated processing fee.**

MENU PRICING

Menus and food prices are subject to change at any time **60 days** or later to the contracted event date. We will notify you of any price changes that may occur due to increases in food cost reflected by considerable economic conditions. Client agrees to pay all increased costs as a result thereof.

GUEST COUNT GUARANTEES

A final guaranteed guest count is due **five days** prior to the event date. 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.

Eagle Waters must receive any changes to menu selection at least 7 days prior to function. Client agrees to pay all increased costs associated with a change in menu selection.

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, **60 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.

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.

BREACH OF AGREEMENT

In the event of a breach 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

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

All taxes, tip/gratuity, are not included in bar and/or food/meal packages– client must add 25.5%, (20% gratuity and 5.5% sales tax) to view final per person cost.

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 PRESENTED HEREIN ARE ACCEPTED BY:

Client

Date

Eagle Waters

Date



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Wedding Deposit Contract 2021/2022

Event: _____

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

Date of Event: _____

Deposit Paid: _____ Estimate Number of Guests: _____
(Room Rental Fee is the amount listed on page one under "Rental and House Rules")

Name (contact persons): _____

Address: _____

City/State/Zip Code: _____

Phone Number(s): _____

Email Information: _____

*I understand and accept the terms of the attached banquet contract.
Once the deposit is received your date will be secured.*

Client Signature: _____ **Date:** _____

Host Signature: _____ **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 **7 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** or later to the contracted event date. We will notify you of any price changes that may occur due to increases in food cost reflected by considerable 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			\$ 5.00 per chair	
Linens			included	
Skirting			included	
Candles/oils			\$.50 each	
Balloon Drop	1		\$ 150.00 each	
Arch			\$ 100.00	
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 20%	\$ _____
Sales Tax of _____ X 5.5%	\$ _____
TOTAL ESTIMATE	\$ _____