



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

## Banquet Contract 2024

Please sign and return the attached Wedding Deposit Contract forms, page 3, and the very last page. A completed form with deposit secures your date. Additionally, the forms are your acceptance of the rules and terms of the contract.

### RENTAL & HOUSE RULES

**A. Room rental and setup fee is as follows:**

**\$1,600** January, February, December  
**\$3,000** May, September, October  
**\$1,000** March, April, November  
**\$4,000** June, July, August

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

- B. To secure exclusive use of the building you must guarantee 150 guests.**
- 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. The on-site ceremony is an additional \$600. This includes only the site rental. The chair rental and set up is \$3.00 per chair.**
- E. The event includes one bartender per 100 guests. Extra bartenders can be hired at \$75 per hour. (On average we provide one server per 50 guests and one busser per 100 guests.)**
- F. On-site events held on holidays are an additional \$2.00 per guest.**
- G. Weddings do not include dessert in the banquet price.**
- H. Patio rental is \$600 for wedding ceremony events, (chair rental and setup is \$3.00 per chair).**
- I. No smoking is allowed inside any of the buildings. Guests may smoke outside, and disposal receptacles are available in several locations.**
- J. The wedding set-up is Saturday morning after 11:00 a.m. unless otherwise agreed.**
- K. Please no bubbles, firecrackers, wish lanterns, confetti, or silly string.**

### DEPOSIT & PAYMENT

The room fee is due as the deposit at the time of booking. The deposit is **non-refundable**. The entire amount due to 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, cashier's check, or cash---**credit card payments are not accepted without an associated convenience 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 costs reflected by considerable economics conditions. Client agrees to pay all increased costs as a result thereof.

## **GUEST COUNT GUARANTEES**

**A final guaranteed guest count is due one week prior to the event.** The final guest count will be considered a guarantee and Client agrees to pay the per person menu charge for this 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 as the estimate quoted at time of booking.

Eagle Waters must receive any changes to menu selection at least 7 days prior to function. The 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. The 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 because 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**

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### **MISCELLANEOUS**

Menus and food prices are subject to change at any time 60 days prior to the function at Eagle Water's discretion to meet 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 get 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:

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Client

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Date

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Eagle Waters

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Date

**FOR YOUR CONVENIENCE, BELOW IS AN EVENT WORKSHEET TO ASSIST YOU WITH YOUR ESTIMATED EVENT CHARGES.**

**EVENT** \_\_\_\_\_ **EVENT DATE** \_\_\_\_\_

**GUEST ESTIMATE** \_\_\_\_\_ (menu is based on this estimate)

**MENU WORKSHEET**

A. Menu estimate \$ \_\_\_\_\_, based on menu selection described.

B. below for \_\_\_\_\_ people @ \$ \_\_\_\_\_ per person.

B. Menu selection \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Eagle Waters must receive any changes to menu selection at least **7 days** prior to function. The 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 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 a 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

The 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 \$\_\_\_\_\_



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### Wedding Deposit Contract 2024

Event: \_\_\_\_\_

\_\_\_\_\_  
*(If wedding both bride's and groom's name)*

Date of Event: \_\_\_\_\_

Deposit Paid: \_\_\_\_\_ Estimate Number of Guests: \_\_\_\_\_  
**(Room Rental Fee)**

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: \_\_\_\_\_