

TERMS AND CONDITIONS OF CONTRACT

You agree to be bound by these terms when you sign this agreement. In this agreement “you”, “your” and the “Customer” refer to the person signing this Contract (“Contract”) with Grand Volute Ballrooms, LLC (“We” or “GVB”).

1. **AGREEMENT:** You agree to purchase the goods and services described in this Contract from GVB at the price and according to the terms stated in this Contract.
2. **Payments:** A \$500.00 deposit and this signed Contract are required to reserve any portion of Grand Volute Ballrooms. An additional \$500.00 deposit is required to reserve any of the ceremony locations. We require a \$50.00 deposit for areas of Grand Volute other than ballrooms and ceremony areas. 50% of the estimated bill is due thirty (30) days prior to the date of the event. The remaining balance of the estimated bill is due seven (7) days prior to the event. Any outstanding balance after the event is due within fifteen (15) days of the event. Payments may be made by personal, corporate or cashier’s check. Payments made with any credit card will incur a two percent (2%) surcharge of the entire amount of the payment. Corporate accounts may, in GVB’s sole discretion, have billing privileges after a credit application is completed and approved. Corporate accounts require net fifteen (15) days.
3. **Menu Prices:** Quoted menu prices are guaranteed from the date the first payment of estimated expenses is received.
4. **Attendance Guaranteed by Customer:** The guaranteed guest count must be delivered to the GVB by no later than 5:00 PM at least ten (10) days prior to the event unless this day falls on a Sunday or holiday, in which case the count must be received by GVB by no later than 5:00 PM the previous Friday. Customer will be charged either the guaranteed number or the actual number of guests served, whichever is greater. Place settings are provided for up to 105% of the guaranteed count. All events with fewer than 25 guests will incur a \$75.00 service fee. GVB reserves the right to move any event to a location other than those appearing on the catering contract if deemed necessary due to weather changes, anticipated guest attendance or any other reasons, in GVB’s sole discretion.
5. **Late Fee:** A service charge of one and one-half percent (1 1/2%) per month accrue on all past due amounts starting thirty (30) days after the invoice date.
6. **Cancellation:** This Contract may be rescinded and the deposit returned in full if GVB is notified of that intention by mail or by telephone within ten (10) days from the date the original contract is signed. After ten (10) days, cancellation of an event up 181 days prior to the scheduled event or earlier will result in forfeiture of the entire deposit. Cancellation of an event from 180 to 15 days prior to the scheduled event will result in a Cancellation Fee of \$2,500.00 in addition to forfeiture of the deposit. Cancellation of an event less than 15 days prior to the scheduled event result in a Cancellation Fee equal to \$2,500.00 or 100% payment of the estimated food and beverage revenue (excluding service charges), whichever is greater.
7. **Tax and Service Charge:** All food and beverage is subject to a 19% taxed service charge and 6% Michigan sales tax. If a group desires tax exempt status a copy of the Federal IRS501C certificate must be provided at least seven (7) days prior to the event.

8. **Smoking:** Smoking is not permitted inside any building or enclosed area. Several outdoor smoking areas are provided, which may be adjusted or eliminated by GVB in its sole discretion.
9. **Facility Amenities:** Room set-up includes banquet chairs, tables, stage, dance floor, white 90 inch square table linen, white napkins, china, flatware, stemware, free parking and 1 wired microphone per ballroom event. The GVB cake cutting fee is waived with food purchase greater than \$10.00 per person.
10. **Decorations:** Decorations must be coordinated with an event manager and must conform to all fire regulations. Items may not be taped or tacked on walls, ceilings or any surface indoors or outdoors. Confetti, glitter, sand, rice and similar items are not permitted inside the building. Failure to follow this policy will result in a minimum fee of \$500.00. We allow only synthetic rose petals to be used in GVB. All candles are required to have a glass shield or hurricane lamps. No open flames are allowed.
11. **Vendor Requirements:** Contracting with outside purveyors of food or beverage is expressly prohibited, with the exception of the delivery of a single wedding cake in the sole discretion of GVB. GVB is not responsible for mishaps or damage to any cake for any reason, and Customer shall hold GVB harmless for any such damage. All cake deliveries must be made through the kitchen doors. GVB reserves the right to refuse access to its property to any vendor, in its sole discretion. All clients must submit the names and contacts for vendors who desire to provide product or service on Grand Volute property no less than thirty (30) days prior to the event. All AV equipment and technicians must be contracted through GVB, although these shall be selected by Customer and shall not be considered agents of GVB for any purpose. We reserve authority over all aspects of all vendors who work on your behalf at GVB. All musicians, and disc jockeys or other entertainment must adjust their volume at our direction and otherwise follow the directions of GVB policy and staff.
12. **Food Service:** Items selected from the breakfast or lunch menus must be served prior to 2 PM. Split entrees will incur a fee of \$1.00 per guest. All food stations, buffet tables, coffee breaks and hors d'oeuvres will be available to serve guests for a maximum of 2 hours.
13. **Time Restrictions:** All events will end no later than 12:00 AM except for events held on December 31, which may be scheduled to end at 1:30 AM. Daytime events on Friday and Saturday afternoons must conclude by 2:00 PM. Any host whose guests or vendors remain in the building for more than 15 minutes after the scheduled conclusion of the event will be charged a fee of \$300.00 per hour or fraction thereof.
14. **Wedding Ceremonies:** GVB offers two afternoon wedding ceremony times. Only the 3PM and 5PM ceremony times are available. Your GVB events coordinator will supply you with a detailed ceremony time line and schedule. If you wish to schedule a wedding ceremony at Grand Volute Ballrooms you must adhere to GVB schedules.
15. **Alcoholic Beverages:** Alcoholic beverages may be served at GVB in accordance with all local and State laws. Our staff may require a State issued age verification document from any individual who appear to us to be less than 30 years old, including the bride, groom and all people in a wedding party. However, it is your responsibility, as the host in charge of the event, to monitor the consumption of alcoholic beverages by your guests. All alcoholic beverages must be consumed inside the building. Any alcoholic beverage not purchased or dispensed by GVB will be confiscated and discarded. GVB

reserves the right, in its sole discretion, to discontinue alcohol service during any event. Please note that the State of Michigan prohibits any alcohol, including gifts and auction item, from being brought into Grand Volute Ballrooms.

16. **Bartender Fee:** A bartender fee of \$50.00 will be waived if the beverage revenue per bar, exclusive of service charge and tax, exceeds \$350.00 within each three hour period. Beverage revenue excludes champagne toasts, dinner wines, service charge and tax. All alcoholic beverages sales are subject to a 19% service charge and state sales tax.
17. **Liability/Damage:** GVB reserves the right to inspect and control the behavior of all vendors you have hired to provide services on our property. The host in charge of the event is responsible for the conduct of all that attend and you agree to indemnify and hold GVB harmless for any damage or liability related to the event. GVB expressly disclaims responsibility for any damage or loss of any merchandise or articles left in the facility prior to, during, or following the scheduled event. Arrangement for the security of exhibits, merchandise or articles set up for display must be made prior to the event. GVB is not responsible for delays or failures in performance due to events beyond its control including but not limited to the acts of you or your guests, acts of God, actions of governmental bodies, civil disorders, labor disputes, power failures or natural disasters.
18. **Entire Agreement:** All terms and conditions set forth in this Contract supersede any other terms and conditions, prior proposals or prior letters or discussions between you and GVB. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations, guaranties or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement, relating hereto shall be binding upon Customer or GVB unless in writing and signed by the party being bound.
19. **Warranties:** GVB warrants that materials supplied by it will be of standard quality and applied in a good, workmanlike manner. **EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE GOODS OR SERVICES FURNISHED UNDER THIS CONTRACT BY GVB. GVB SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. GVB SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE GOODS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSON AND PROPERTY. THE GVB SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY PRODUCT LIABILITY CLAIM AND CUSTOMER SHALL INDEMNIFY AND HOLD GVB HARMLESS AS TO ANY PERSONAL INJURY CLAIM RELATING TO USE OF THE GOODS PROVIDED BY GVB. THE GOODS PROVIDED BY GVB ARE SUBJECT ONLY TO THE MANUFACTURER'S OR DISTRIBUTOR'S GUARANTEE OR WARRANTY, NOT GVB'S.**
20. **Claims:** ALL CLAIMS ARISING OUT OF THIS CONTRACT BY EITHER CUSTOMER OR GVB SHALL BE COMMENCED WITHIN ONE YEAR FROM THE DATE OF THE CAUSE OF ACTION. THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM

ARISING OUT OF THIS CONTRACT, OR A CLAIM BREACH THEREOF, MAY BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AND ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN KENT COUNTY CIRCUIT COURT, STATE OF MICHIGAN) OR BY AN ACTION FILED IN KENT COUNTY CIRCUIT COURT, STATE OF MICHIGAN. GVB, IF IT PREVAILS IN ANY ARBITRATION OR COURT ACTION, SHALL BE ENTITLED TO ALL REASONABLE ATTORNEY'S FEES, COSTS AND OTHER EXPENSES INCURRED IN SUCH ACTION AND IN ANY SUBSEQUENT EFFORTS TO COLLECT THE AMOUNT AWARDED.

21. **Severability:** Any portion of this Contract found to be not enforceable by a court of competent jurisdiction or arbiter will not invalidate the remaining portions of this Contract.
22. **Non-Waiver:** Nothing herein shall exclude any other rights or remedies to which GVB is entitled by law or equity.
23. **Indemnification:** Customer agrees to indemnify and hold GVB harmless, and assume any legal liability to defend GVB, its agents, employees, officers and directors, from any claim or action by any third party arising out of the performance of work or provision of services pursuant to this Contract except those claims or actions arising out of incidents caused by the negligence of employees or agents of the GVB.
24. **Binding Effect:** All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party. Customer agrees that any term of this Contract which is found to be ambiguous shall not be construed against the GVB.

With your deposit and signature, you contract Grand Volute Ballrooms, for the use of its facility and agree to adhere to all of the specified contract information.

Customer Signature: _____ Date: _____

Customer Name: _____

(Please Print Clearly)